



PROGRAMME FOR THE OFFERING OF BONDS OF MARIJAS 2 IN THE AMOUNT OF UP TO EUR 50,000,000 AND ADMISSION THEREOF TO TRADING ON THE ALTERNATIVE MARKET FIRST NORTH OPERATED BY AS NASDAQ RIGA

This Base Prospectus (“**Base Prospectus**”) was prepared for the programme (“**Programme**”) for the offerings of bonds (“**Bonds**”) of SIA “Marijas 2” a limited liability company, incorporated in, and operating under the laws of the Republic of Latvia, and registered in the Commercial Register of Latvia maintained by the Enterprise Register under the registration number: 50203281461, legal address: Marijas iela 2A, Rīga, LV-1050, Latvia (“**Issuer**”) in the amount of up to EUR 50,000,000 (“**Offering**”) and admission thereof (“**Admission**”) to trading on the alternative market First North (“**First North**”) operated by AS Nasdaq Riga (“**Nasdaq**” or “**Nasdaq Riga**”).

This Base Prospectus should be read and construed together with any supplements hereto (if any), any other documents attached herein and, in relation to any tranche of the Bonds issue (“**Tranche**”), with the Final Terms of the relevant Tranche (“**Final Terms**”), as applicable. The issue-specific summary shall be annexed to the Final Terms of each of the Tranche and shall be announced in the same order as the Base Prospectus and provided to the Bank of Latvia (in Latvian: *Latvijas Banka*) (“**Bank of Latvia**”) together with the Final Terms.

This Base Prospectus has been prepared and each respective Final Terms will be prepared by the Issuer in accordance with the Regulation (EU) 2017/1129 of the European Parliament and of the Council, as may be amended from time to time Prospectus Regulation (“**Prospectus Regulation**”), Commission Delegated Regulation (EU) 2019/980, as may be amended from time to time (“**Delegated Regulation**”) and the Financial Instrument Market Law of the Republic of Latvia, as amended from time to time (“**Financial Instrument Market Law**”). The Bank of Latvia in its capacity as the competent authority in Latvia under the Prospectus Regulation has approved this document and has notified the approval of the Base Prospectus to the Estonian Financial Supervision Authority (in Estonian: *Finantsinspeksioon*) (“**EFSA**”) and the Bank of Lithuania (in Lithuanian: *Lietuvos bankas*) (“**Bank of Lithuania**”).

Neither this Base Prospectus nor any Final Terms constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make any such an offer or solicitation in such jurisdiction. Furthermore, the distribution of this Base Prospectus and/or any Final Terms in certain jurisdictions may be restricted by law. Thus, persons in possession of this Base Prospectus and/or any Final Terms are required to inform themselves about and to observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Bonds referred to herein have not been and will not be registered under the United States Securities Act of 1933, as amended (“**Securities Act**”), or under any securities laws of any state or other jurisdiction of the United States and are not being offered or sold within the United States or to, or for the account or benefit of, US persons (for more information please see Section 1.3 (Notice to Prospective Investors).

The Base Prospectus has been drawn up as a base prospectus in accordance with Article 8 of the Regulation (EU) 2017/1129.

The information contained herein is current as of the date of this Base Prospectus. Neither the delivery of this Base Prospectus nor the offer, sale or delivery of the Bonds shall, under any circumstances, create any implication that no adverse changes have occurred, or events have happened, that may or could result in an adverse effect on the Issuer’s business, financial condition, results of operations and/or the market price of the Bonds. Nothing contained in this

Base Prospectus constitutes or shall be relied upon as a promise or representation by the Issuer.

Although the whole text of this document as well as of the Final Terms should be read, the attention of the persons receiving this document is drawn, in particular, to Section III (Risk Factors) of this document. All statements regarding the Issuer's business, financial position and prospects as well as the Offering should be viewed in light of the risk factors set out in Section III (Risk Factors) of this document.

All the Bonds of the Issuer (when issued) will be dematerialized bonds and will be registered within Nasdaq CSD, SE ("**Depository**"). When registering the Bonds of different Tranches, Depository will provide the same ISIN. The Bondholders will be able to hold the Bonds through Depository's participants or financial institutions that have relevant arrangements with a Depository's participants.

Evernord UAB FMĮ, registration number 303198227, registered address Konstitucijos pr. 15-90, LT-09319 Vilnius, Lithuania ("**Evernord FMI**" or "**Manager**") is the manager in Latvia, Estonia, and Lithuania for the purposes of Offering and Admission of the Bonds to trading on the First North administrated by Nasdaq Riga.

AB Šiaulių bankas, registration number 112025254, registered address Tilžės g. 149, LT-76348 Šiauliai, Lithuania ("**Šiaulių Bankas**" or "**Issuing Agent**") is the issuing agent in relation to the Bonds.

Advokaadibüroo TGS Baltic AS, registration number: 10288628, registered address Kaluri tn 2, Tartu linn, 51004, Tartu maakond, Estonia ("**Certified Advisor**") provides certified advisor's services until the first listing date on the First North.

ZAB VILGERTS SIA, registration number 40203309933, registered address Audēju iela 15 - 8, Riga, LV-1050, Latvia ("**Collateral Agent**") is the collateral agent in relation to the Bonds and the Collateral.

The date of this Base Prospectus is 3 May 2024.

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I. Important Information

1.1 General information

This Base Prospectus has been prepared by the Issuer in connection with the Offering and the Admission, solely for the purpose of enabling any prospective investor to consider an investment in the Bonds. This Base Prospectus is a base prospectus in the form of a single document within the meaning of the Prospectus Regulation and the Delegated Regulation. This Base Prospectus has been prepared in accordance with Article 8 of the Prospectus Regulation, Article 7 and Article 15 of the Delegated Regulation and Annex 6 (*Registration document for retail non-equity securities*) and Annex 14 (*Securities note for retail non-equity securities*) of the Delegated Regulation. Each Tranche of Bonds shall be issued in accordance with the relevant, which will be Final Terms accompanied by a summary of the individual issue that shall be annexed to the relevant Final Terms.

This Base Prospectus has been approved by the Bank of Latvia, as the competent authority under the Prospectus Regulation and only as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval of this Base Prospectus by the Bank of Latvia should not be considered as an endorsement of the quality of the Bonds that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds.

This Base Prospectus should be read and construed together with any supplement hereto (if any), any other documents attached herein, and the Final Terms of the relevant Tranche.

The validity of the Base Prospectus will expire in 12 (twelve) months after approval hereof by the Bank of Latvia. The obligation to supplement the Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid.

Taking into consideration that this Base Prospectus contains several hyperlinks to websites, it is also noted that the information on such websites does not form part of the Base Prospectus and has not been scrutinised or approved by the Bank of Latvia. This shall not apply to hyperlinks to information that is incorporated by reference to this Base Prospectus (please see Section 1.6 (Information Incorporated by Reference)).

1.2 Responsibility for this Base Prospectus

The person responsible for the information given in this Base Prospectus is the Issuer, represented by the members of the Issuer's Management Board, representing the Issuer. The Issuer, represented by the members of its Management Board, accepts responsibility for the fullness and correctness of the information contained in this Base Prospectus as of the date hereof. Having taken all reasonable care to ensure that such is the case, the Issuer believes that the information contained in this Base Prospectus is, to the best of the Issuer's knowledge, in accordance with the facts, and contains no omission likely to affect its import.

Nikolay Kryzhanovskiy
Member of the
Management Board

Jolanta Jurga
Member of the
Management Board

Without prejudice to the above, no responsibility is accepted by the persons responsible for the information given in this Base Prospectus solely on the basis of the summary of this Base Prospectus, which will be annexed to the Final Terms of each of the Tranche, unless such summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such securities.

Furthermore, the Certified Advisor, the Manager, the Issuing Agent and the Collateral Agent and the legal advisors to the Issuer expressly disclaim any liability based on the information contained in this Base Prospectus, the summary of this Base Prospectus or individual parts hereof and will not accept any responsibility for the correctness, completeness or import of such information. No information contained in this Base Prospectus or disseminated by the Issuer in connection with the Offering and Admission may be construed to constitute a warranty or representation, whether express or implied, made by the Certified Advisor or the legal advisors to any party.

Neither the Issuer, the Certified Advisor, the Manager, the Issuing Agent nor the Collateral Agent or the legal advisors to the Issuer, the Certified Advisor, the Manager, the Issuing Agent and the Collateral Agent will accept any responsibility for the information pertaining to the Offering and Admission, the Issuer or its operations, where such information is disseminated or otherwise made public by third parties either in connection with this Offering and Admission or otherwise.

By participating in the Offering, Investors agree that they are relying on their own examination and analysis of this Base Prospectus (including the financial statements of the Issuer which form an indispensable part of this Base Prospectus) and any information on the Issuer that is available in the public domain. Investors must also acknowledge the risk factors that may affect the outcome of such an investment decision (as presented in Section III (Risk Factors)).

Any person in possession of this Base Prospectus should not assume that the information in this Base Prospectus is accurate as of any date other than the date of this Base Prospectus, unless expressly indicated otherwise. The delivery of this Base Prospectus at any time after the conclusion of it will not, under any circumstances, create any implication that there has been no change in the Issuer's affairs since the date hereof or that the information set forth in this Base Prospectus is correct as of any time since its date. In case material changes in operations of the Issuer occur until the term of validity of this Base Prospectus or until Admission (depending on which of these events will happen earlier), they will be reflected in supplements to the Base Prospectus, which will be subject to an approval by the Bank of Latvia and notification to the EFSA and the Bank of Lithuania. The supplement (if any) will be published in the same manner as the Base Prospectus.

Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

1.3 Notice to Prospective Investors

The distribution of this Base Prospectus, any Final Terms and the Offering of the Bonds in certain jurisdictions may be restricted by law. Any person residing outside the Republic of Latvia, the Republic of Estonia and the Republic of Lithuania may receive this Base Prospectus only within the limits of applicable special provisions or restrictions.

The Issuer requires any person who comes into possession of this Base Prospectus or any Final Terms to inform themselves about and observe all such restrictions. This Base Prospectus and any Final Terms may not be distributed or published in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Latvian laws, including the United States of America, United Kingdom, Australia, Canada, Hong Kong and Japan. Neither this Base Prospectus nor any Final Terms constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The Issuer, the Certified Advisor, the Manager, the Issuing Agent or their representatives and/or legal advisers do not accept any legal responsibility whatsoever for any such violations, whether or not a prospective investor is aware of such restrictions.

In addition to that neither this Base Prospectus nor any Final Terms may be used for, or in connection with, and do not constitute, any offer to sell, or an invitation to purchase, any of the

Bonds offered hereby in any jurisdiction in which such an offer or invitation would be unlawful. Persons in possession of this Base Prospectus are required to inform themselves about and to observe any such restrictions, including those set out in this Section. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

As a condition for subscribing to or purchasing any Bonds in the Offering, each subscriber or purchaser will be deemed to have made, or in some cases be required to make, certain representations and warranties. The Issuer, the Manager, and others will rely upon these representations and warranties. The Issuer reserves the right, at its sole and absolute discretion, to reject any subscription/purchase of the Bonds that the Issuer, the Manager or any agents believe may give rise to a breach or a violation of any law, rule or regulation.

The Bonds have not been approved or disapproved by the US Securities and Exchange Commission, any State securities commission in the United States or any other US regulatory authority, nor have any of the foregoing passed upon or endorsed the merits of the Offering or the accuracy or adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.

The Bonds have not been and will not be registered in accordance with the Securities Act or under the securities laws of any state of the United States of America and accordingly, they may not be offered, sold, resold, granted, delivered, allotted, taken up, transferred or renounced, directly or indirectly, in or into the United States of America, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any securities laws of any state of the United States of America.

Unless specifically otherwise stated in this Base Prospectus, the Bonds may not be, directly or indirectly, offered, sold, resold, transferred or delivered in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Latvian laws including the United States of America, except for the exceptions to registration obligation allowed by the securities laws of the United States of America and its states, United Kingdom, Australia, Canada, Hong Kong and Japan. The Issuer and the Manager require persons into whose possession this Base Prospectus or any Final Terms come to inform them of and observe all such restrictions.

This Base Prospectus constitutes a base prospectus within the meaning of the Prospectus Regulation, for the purpose of giving the information with regard to the Issuer and the Bonds it intends to offer pursuant to this Base Prospectus, which is necessary to enable prospective investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer. This Base Prospectus has been prepared by the Issuer for use in connection with the Offering in the Republic of Latvia, the Republic of Estonia and the Republic of Lithuania only and for the Admission. The Issuer and the Manager reserve the right to reject, in whole or in part, any offer to purchase or subscribe to the Bonds for any reason.

Accordingly, any person making or intending to make an offer within the EEA of the Bonds which are the subject of an Offering contemplated by the relevant Final Terms (other than the offer of Bonds in the Republic of Latvia, the Republic of Estonia and in the Republic of Lithuania) may only do so in circumstances in which no obligation arises for the Issuer or the Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

1.4 Presentation of Financial and Other Information

This Base Prospectus incorporates by reference the financial statements of, and financial information relating to, the Issuer.

The Base Prospectus incorporates by reference the Issuer's audited financial statements for the financial years ended on 31 December 2022 and 31 December 2023 ("**Audited Financial Statements**") prepared in accordance with Latvian Generally Accepted Accounting Principles as required by Directive 2013/34/EU ("**GAAP**").

The presentation of financial information in accordance with the GAAP requires the Management Board to make various estimates and assumptions which may impact the values shown in the financial statements and notes thereto. The actual values may differ from such assumptions.

The Audited Financial Statements for the financial years ended on 31 December 2022 and 31 December 2023 were audited by PricewaterhouseCoopers SIA, registered in the Commercial Register of Latvia maintained by the Enterprise Register under the registration number: 40003142793, legal address: Krišjāņa Valdemāra iela 21-21, Riga, LV-1010, Latvia.

This Base Prospectus contains no other audited information, apart from the information taken from the Audited Financial Statements of the Issuer for the financial years ended on 31 December 2022 and 31 December 2023. When references are made in this Base Prospectus to any interim results, such references are made to unaudited statements.

Numerical and quantitative values in this Base Prospectus (e.g. monetary values, percentage values, etc.) are presented with such precision which the Issuer deems sufficient in order to convey adequate and appropriate information on the relevant matter. From time to time, quantitative values have been rounded up to the nearest reasonable decimal or whole value to avoid an excessive level of detail. As a result, certain values presented as percentages do not necessarily add up to 100% due to the effects of approximation. Exact numbers may be derived from the financial statements of the Issuer, to the extent that the relevant information is reflected therein.

This Base Prospectus is drawn up based on information which was valid on 3 May 2024. Unless expressly indicated otherwise, all information presented in this Base Prospectus (including the financial information of the Issuer, the facts concerning its operations and any information on the markets in which it operates) must be understood to refer to the state of affairs as of the aforementioned date. Where information is presented as of a date other than 3 May 2024, this is identified by either specifying the relevant date or by the use of expressions as “the date of this Base Prospectus”, “to date”, “until the date hereof” and other similar expressions, which must all be construed to mean the date of this Base Prospectus (3 May 2024).

In this Base Prospectus, financial information is presented in euro (EUR), i.e., the official currency of the EU Member States participating in the Economic and Monetary Union, including Latvia. Amounts originally available in other currencies have been converted to euros as of the date for which such information is expressed to be valid.

The Issuer will update the information contained in this Base Prospectus only to such extent, at such intervals and by such means as is mandatory under applicable law or considered necessary and appropriate by the Issuer. The Issuer is under no obligation to update or modify forward-looking statements included in this Base Prospectus.

The information contained in the Base Prospectus has been provided by the Issuer and/or received from other sources identified herein. Thus, some information in certain portions of this Base Prospectus may have been sourced from third parties. Such information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such other third parties, no facts have been omitted, which would render the reproduced information inaccurate or misleading. Investors are encouraged to conduct their own investigation into the relevant markets or seek professional advice. Information on estimated market shares within certain industries and/or sectors represents the Management Board's views unless specifically indicated otherwise.

1.5 Forward-Looking Statements

This Base Prospectus includes forward-looking statements. Such forward-looking statements are based on current expectations and projections about future events, which are in turn made on the basis of the best judgment of the Management Board. Certain statements are based on the belief of the Management Board as well as assumptions made by and information currently

available to the Management Board as at the date of this Base Prospectus. Any forward-looking statements included in this Base Prospectus are subject to risks, uncertainties and assumptions about the future operations of the Issuer, the macroeconomic environment and other similar factors.

In particular, such forward-looking statements may be identified by the use of words such as strategy, expect, forecast, plan, anticipate, believe, will, continue, estimate, intend, project, goals, targets and other words and expressions of similar meaning. Forward-looking statements can also be identified by the fact that they do not relate strictly to historical or current facts. As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and the Issuer is under no obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements contained in this Base Prospectus whether as a result of such changes, new information, subsequent events or otherwise.

The validity and accuracy of any forward-looking statements are affected by the fact that the Issuer operates in a competitive business environment. The operations are affected by changes in domestic and foreign laws and regulations, taxes, developments in competition, economic, strategic, political and social conditions and other factors. The Issuer's actual results may differ materially from the Management Board's expectations because of the changes in such factors. Other factors and risks could adversely affect the operations, business or financial results of the Issuer (please see Section III (Risk Factors) for a discussion of the risks which are identifiable and deemed material at the date hereof).

1.6 Information Incorporated by Reference

The following information is incorporated in this Base Prospectus by reference in accordance with Article 19 of the Prospectus Regulation:

- the Issuer's audited financial statement for the year ended 31 December 2022 together with the independent auditor's report (financial statement with report: <https://api.noviraplaza.lv/wp-content/uploads/2023/04/Independent-auditors-report-on-annual-report-2022.pdf>);
- the Issuer's audited financial statement for the year ended 31 December 2023 together with the independent auditor's report (financial statement with report: <https://api.noviraplaza.lv/wp-content/uploads/2024/04/Annual-report-with-independent-auditors-report-2023.pdf>);
- Articles of Association (<https://api.noviraplaza.lv/wp-content/uploads/2023/04/Articles-of-Association.pdf>).

It is possible to get acquainted with the aforementioned documents on the website of the Issuer at www.noviraplaza.lv/en and also at www.nasdaqbaltic.com after the Admission.

Throughout the period of validity of this Base Prospectus, the aforementioned Audited Financial Statements and Articles of Association may also be inspected at the head office of the Issuer located at Marijas iela 2A, Riga, LV-1050, Latvia. Any interested party may obtain a copy of these documents without a charge.

To the extent that the documents other than those mentioned above (i.e. reports, letters, valuations, statements) are not reflected in this Base Prospectus with reasonable fullness and do not at the sole discretion of the Issuer constitute business secrets or material inside information of the Issuer, requiring market disclosure, physical inspection of such documents will be arranged at the office of the Issuer or via electronic mail at the request of any interested party and subject to an agreement between the Issuer and such interested party regarding the means of inspection of the relevant documents. Reference to the Issuer's website in this Base Prospectus should not be deemed to incorporate the information on the Issuer's website by reference.

II. Definitions

In this Base Prospectus, the definitions will have the meaning indicated below, unless the context of the Base Prospectus requires otherwise. Definitions are listed in alphabetical order and the list is limited to the definitions which are considered to be of most importance. Other definitions may be used elsewhere in the Base Prospectus.

Term	Definition
Admission	shall mean admission of the Bonds to trading on First North.
Annex or Schedule	shall mean an annex to this Base Prospectus.
Articles of Association	shall mean Articles of Association of the Issuer effective as at the date of this Base Prospectus.
Audited Financial Statements	shall mean the Issuer's audited financial statements for the years ended 31 December 2022 and 31 December 2023.
Bank of Latvia	shall mean the Bank of Latvia (in Latvian: <i>Latvijas Banka</i>). The Latvian financial supervision authority.
Bank of Lithuania	shall mean the Bank of Lithuania (in Lithuanian: <i>Lietuvos bankas</i>). The Lithuanian financial supervision authority.
Bondholders or Investors	shall mean any person who at the relevant time owns any Bonds, or, depending on the context, has submitted a Subscription Order to subscribe for the Bonds.
Bondholders' Meeting	shall mean a meeting of the Bondholders of the Issuer convened following the requirements and procedure set forth in this Base Prospectus. For the avoidance of any doubt, this abbreviation also includes all and any occasions, when the Bondholders shall express their will related to the Bonds, without holding a formal meeting (e.g., by voting in writing, providing their separate decisions on same issues, etc.).
Bonds	shall mean a fixed-term non-equity non-convertible (debt) security instruments with ISIN LV0000803179 that are issued by the Issuer in accordance with this Base Prospectus, and the Final Terms of every particular Tranche and approved by the decision of the Management Board of the Issuer, dated 3 May 2024, and the decision of the General Meeting, dated 3 May 2024, and represents the Issuer's secured debt obligation in the amount of the Nominal Value of the Bonds and the Interest payable on the Bonds, that are issued and are redeemable in accordance with the Base Prospectus.
Building permits	shall mean a permission (in Latvian: <i>būvatļauja</i>) issued by the municipality for the construction works to commence and complete construction of the Project.
Business Day	shall mean any day when the Depository system is open and operational.
Certified Advisor	shall mean Advokaadibüroo TGS Baltic AS, registration number: 10288628, legal address: Kaluri tn 2, Tartu linn, 51004, Tartu maakond, Estonia.
Collateral(s)	shall mean a mortgage on the Property and Pledge of Escrow Funds.
Collateral Agent	shall mean ZAB VILGERTS SIA, registration number: 40203309933, legal address: Audēju iela 15 - 8, Rīga, LV-1050, Latvia, which: (i) shall be the collateral agent under the Collateral Agent Agreement on behalf and for the benefit of the Bondholders; and (ii) shall execute other duties specified in the Collateral Agent Agreement and in the applicable laws.

Collateral Agreement	Agent	shall mean an agreement between the Issuer and the Collateral Agent, regulating the role of the Collateral Agent in respect of the Bonds, Collateral and the obligations of the Issuer as provided for in this Base Prospectus and the referred agreement.
Collateral Agreement		shall mean both: (a) the Latvian law governed mortgage agreement, effectuated through novation or an amendment of the existing collateral securing the Existing Bonds, aiming to maintain continuous security for both existing bondholders and the Bondholders simultaneously, thereby establishing or maintaining at all times, save for exceptions in Section 8.8 (Establishment, Release and Enforcement of the Collateral) a first-ranking mortgage (in Latvian: <i>pirmās kārtas hipotēka</i>) over the Property executed between the Collateral Agent and the Issuer to secure the Secured Obligations for the benefit of the Bondholders; (b) and the Lithuanian law governed agreement on establishment of Pledge of Escrow Funds executed between the Collateral Agent and the Issuer to secure the Secured Obligations for the benefit of the Bondholders.
Confirmation		shall mean a written confirmation sent to the Investor by the Issuer, Manager and/or distributor, if any, evidencing the extent of the satisfaction or rejection of the Subscription Order submitted by the Investor, indicating the number of the Bonds allotted to the Investor.
Delegated Regulation		shall mean Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004 as amended.
Depository		shall mean Nasdaq CSD, SE, registration number: 40003242879, legal address: Valņu iela 1, Rīga, LV-1050, Latvia.
Early Maturity Date		shall mean a Business Day before the final date when the Issuer must redeem all or part of the Bonds in case of Event of Default, as it is set forth in Section 8.3 (Principal Repayment, Redemption and Early Redemption).
Early Redemption Date		shall mean date(s) on which the Issuer has the right to redeem all or part of the Bonds before the Final Maturity Date in accordance with the Base Prospectus.
EEA		shall mean European Economic Area.
EFSA		shall mean the Estonian Financial Supervision Authority (in Estonian: <i>Finantsinspeksioon</i>). The Estonia financial supervision authority.
Escrow Account		shall mean the bank (investment) account indicated in the respective Final Terms opened in the name of the Issuer and which is designated to collect the funds received from the Subscription and payment of the Bonds by the Investors, the disposal of which shall be restricted in a manner described in this Base Prospectus and the Escrow Account Agreement.
Escrow Agreement	Account	shall mean the agreement for opening and maintenance of the restricted bank (investment) account (i.e., the Escrow Account), concluded by and between the Issuer and credit institution indicated in the respective Final Terms.
Escrow Funds		shall mean any money in the Escrow Account held at any time.
EU		shall mean European Union.
EUR		shall mean the lawful currency of the European Union Member States that have adopted the single currency, including Latvia.

Event of Default or Extraordinary Early Redemption Event	shall mean any event as set forth in Section 8.4 (Extraordinary Early Redemption).
Evernord Asset Management	shall mean Evernord Asset Management, UAB, registration number: 304541337, legal address: Konstitucijos pr. 15-90, LT-09319 Vilnius, Lithuania.
Evernord FMĮ	shall mean Evernord UAB FMĮ, registration number: 303198227, legal address: Konstitucijos pr. 15-90, LT-09319 Vilnius, Lithuania.
Evernord Fund	shall mean Closed-end fund intended for informed investors Evernord Real Estate Fund III, operating under the Law on Collective Investment Undertakings intended for informed investors of the Republic of Lithuania, registry code at the Bank of Lithuania system I127.
Existing Bonds	shall mean a fixed-term non-equity non-convertible (debt) security instruments with ISIN LV0000802551.
Final Maturity Date	shall mean the final date on which the Bonds must be redeemed by the Issuer from the Investors, which shall be stipulated in the respective Final Terms, and which is 30 May 2025.
Final Terms	shall mean a document stipulating specific terms and conditions (including but not limited to the Subscription Period, the Issue Date, the Maximum Aggregate Nominal Value of the Issue, the amount of the respective Tranche, etc.) of each respective Tranche of Bonds under this Base Prospectus and substantially in the form attached as Schedule 1. All the Final Terms constitute an inseparable part of this Base Prospectus.
Financial Instrument Market Law	shall mean the Financial Instrument Market Law of the Republic of Latvia, as amended.
First Issue Date	shall mean a Business Day on which the Bonds of the first tranche are firstly issued and from which day the accrual of the Interest of the Bonds starts.
First North	shall mean alternative market - Multilateral Trading Facility (MTF) First North operated by Nasdaq Riga.
GAAP	shall mean Latvian Generally Accepted Accounting Principles as set out by the Directive 2013/34/EU.
General Construction Agreement	shall mean General Construction Contract dated 13 December 2021 regarding the construction of the Project as amended.
General Meeting	shall mean General Meeting of shareholders of the Issuer, the highest decision making authority of the Issuer.
Institutional Investors	shall mean qualified investors as defined in Article 2(e) of the Prospectus Regulation.
Interest	shall mean the interest on the Bonds, 10.00% per annum and calculated in accordance with Section 8.2 (Interest Payments).
Interest Payment Date	shall mean a date as set forth in the Final Terms on which the Interest accrued on the Bonds is paid to the Investors, i.e. 30 August 2024, 30 November 2024, 28 February 2025, 30 May 2025, or, if applicable, Early Redemption Date or Early Maturity Date.
Issue	shall mean the aggregate of the Bonds issued under this Base Prospectus within several Tranches.
Issue Date	shall mean the issue date of each Tranche of the Bonds.
Issue Price	issue price of each Tranche of the Bonds which will be determined in accordance with the terms and conditions of the Offering and specified in the Final Terms.

Issuer	shall mean SIA “Marijas 2”, registration number: 50203281461, legal address: Marijas iela 2A, Rīga, Latvia.
Land Plots	shall mean Marijas iela 2, Riga, Latvia and Marijas iela 2A, Riga, Latvia.
Land Register	shall mean the Land Register of the Republic of Latvia (in Latvian: Zemesgrāmata).
Majority Investors	shall mean the Investors holding over 2/3 (two-thirds) of all the Bonds at the relevant time.
Management Agreement	shall mean the Management Contract dated 31 March 2021 as later amended regarding the rights and obligations of Novira Capital SIA as consultant and project manager responsible for the construction, operation and commercialisation of the Project.
Management Board	shall mean the Management Board of the Issuer.
Manager	shall mean Evernord, and any other Manager, indicated in this Base Prospectus (if applicable), which are assigned by the Issuer for the purpose of offering the Bonds under this Base Prospectus and the respective Final Terms.
Marijas iela 2	shall mean ideal parts (48/100) of Marijas iela 2, Riga, Latvia, with cadastral number 01000040002 owned by the Issuer with building identified by cadastral designation number 01000040003007.
Marijas iela 2A	shall mean Marijas iela 2A, Riga, Latvia, with cadastral number 01000040003 owned by the Issuer with building with cadastral designation number 01000040003005.
Maximum Aggregate Nominal Value of the Issue	shall mean the maximum aggregate Nominal Value of the Bonds issued under this Base Prospectus in several tranches and indicated in this Base Prospectus and the respective Final Terms and which amounts to up to EUR 50,000,000.
Member State	shall mean a Member State of the European Economic Area.
Nasdaq or Nasdaq Riga	shall mean AS “Nasdaq Riga”, registration number: 40003167049, registered address: Valņu iela 1, Riga, LV-1050, Latvia.
Net Issue Size	shall mean the total amount of the outstanding Bonds on the day when the LTV ratio is being calculated as described in Section 8.6 (Covenants of the Issuer), excluding any amounts in the Escrow Account.
Nominal Value	shall mean the stated value of a Bond, whereas on the Issue Date the Nominal Value is the value in which a Bond is denominated and following the repayment of principal of the Bonds, the Nominal Value is equal to the outstanding principal value of the Bond.
Novira Capital OÜ	shall mean OÜ Novira Capital, registration number: 12566327, legal address: Tartu mnt 25-33, Kesklinna linnaosa, 10117, Tallin, Harju maakond, Estonia.
Novira Capital SIA	shall mean SIA Novira Capital, registration number 40203230942, legal address: Marijas iela 2A, Riga, Latvia.
Novira Holding	shall mean Novira Holding AS, registration number: 12566451, legal address: Tartu mnt 25-33, Kesklinna linnaosa, 10117, Tallinn, Harju maakond, Estonia.
Novira SIA	shall mean SIA Novira, registration number 40203281239, legal address: Marijas iela 2A, Riga, Latvia.
Offering or Programme	shall mean the offering of the Bonds based on this Base Prospectus and conditions of respective Tranche, prepared and reconfirmed by the Issuer in compliance with this Base Prospectus.

Payment Date	shall mean a Business Day on or before the Issue Date designated in the Final Terms latest on which the payment of the Issue Price must be credited to the Escrow Account.
Pledge of Escrow Funds	shall mean a pledge in favour of the Collateral Agent of all the existing and future amounts in the Escrow Account.
Project	shall mean a real estate development project undertaken by the Issuer with regard to the Property which relates to construction development thereof as well as any other constructions, or improvements to be used in connection with the buildings such as landscape environment, parking lots and others primarily situated on the Land Plots with the name "Novira Plaza".
Property	shall mean the Land Plots and the buildings built on them with the cadastral numbers referred to above.
Related Parties	shall mean the Issuer's direct and indirect shareholders, members of the Management Board and legal entities of which the above are majority shareholders or which are under their control.
Šiaulių Bankas or Issuing Agent	shall mean AB Šiaulių bankas, registration number: 112025254, legal address Tilžės g. 149, LT-76348 Šiauliai, Lithuania.
Subscription Orders	shall mean the orders of the Investors to subscribe and acquire the Bonds.
Subscription Period	shall mean a period of time for the Subscription determined by the Issuer.

III. Risk Factors

3.1 Introduction

Prospective investors should be aware that investing in the Bonds involves significant risks. Before investing in the Bonds, the prospective investors should carefully review and consider the risk factors presented below and other information contained in this Base Prospectus. If one or more of the risks described below actually materialize, it could, individually or in combination with other circumstances, have a materially adverse impact on the Issuer's operations, in particular on its cash flow, financial position, results of operations and outlook, or the market value of the Bonds and/or the Issuer's ability to perform its payment obligations under the Bonds. As a result, the investors who purchase the Bonds may lose a part or all of their investment.

The Issuer believes that the risk factors described below represent the principal risks inherent in investing in the Bonds. The risk factors are presented in categories and where a risk factor may be categorized in more than one category, such risk factor appears only once and in the most relevant category for such a risk factor. The most material risk factor in a category is presented first under that category, the assessment of the materiality of each risk factor is based on the probability of its occurrence and the expected magnitude of its negative impact, disclosed by rating the relevant risk as low, medium or high. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence.

The risk factors are presented as currently seen by the Issuer based on the information available to it to date and its reasonable opinion. However, the prospective investors should note that the risk factors listed below are not exhaustive. The Issuer's ability to pay interest, principal or other amounts in connection with the Bonds may be affected by other factors or occurrences that currently may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate or which currently, even if potentially possible to anticipate, does not seem material to the Issuer.

The prospective investors should also read the detailed information set out elsewhere in this Base Prospectus. The Base Prospectus contains forward-looking statements which also involve risks and uncertainties (Section 1.5 (Forward-Looking Statements)). The Issuer's actual results may differ significantly from those anticipated in the forward-looking statements as a result of various factors, including but not limited to the risks described below and elsewhere in this Base Prospectus.

This Base Prospectus shall not be considered to be investment advice or recommendation for the subscription and/or acquisition of the Bonds. After a careful review of the entire information provided in this Base Prospectus, each prospective investor should take the investment decision regarding the Bonds based on its own independent views or such professional advice as it deems necessary or appropriate.

3.2 Business activities and industry risks

Competition Risk

The office space lease market is competitive. During the development of the project alternative properties with comparable functionality have been developed or reconstructed from existing properties, and in future properties with comparable functionality may developed. Occurrence of competing properties increase competition that might affect the Issuer's profitability as the Issuer may have to make concessions to attract and retain tenants. Moreover, the Issuer's improper reaction to the actions of competitors or changes in the environment could decrease demand for the office spaces in the Property which in turn could affect the Project's profitability and result in a worse financial performance of the Issuer and may have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds

Office Lease Market and Real Estate Market Risk

In the course of the Issuer's business activities, the Issuer shall lease the premises in the Project. The potential negative development of the Latvian office lease market and real estate market could have a negative impact on both the real estate market prices and the transaction volume. Such decreases in prices and volumes could have an adverse effect on Issuer's financial position, lead to worse-than-expected financial results of the Project, and could degrade the value and liquidity of the Buildings and Land Plots mortgaged in favour of the Bondholders as Collateral which in turn could have an adverse impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds.

Fit-out Cost Increase Risk

As part of the Project development the Issuer manages the fit-out of the Project. The Issuer and Novira Capital SIA applied all available information and analytical resources when planning the Project, however, there is no guarantee that all information on which the estimates of investments in the Project were planned have been true and exhaustive. The Project's fit-out costs were planned considering various scenarios, including negative ones. However, as the situation in global markets and building materials supply chain changes frequently, by the time of completion of the Project the key variables regarding which investments assumptions have been made, could change and adjustments to the initial calculations might be required in the final stages of the Project due to reasons indicated above.

Sharp and unexpected increases in fitout costs may reduce the overall profitability of the Project, delay the full completion of the Project and as a result affect the Issuer's activities, financial situation, and ultimately may have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds. Even if the economic and geopolitical situation does not worsen until the full completion of the Project, there is no guarantee the investments made will generate anticipated or planned returns on the Project.

Reliance on Third-Party Contractors

The Issuer currently relies on third party contractors. If the Issuer cannot enter into or maintain existing design, construction and fitout agreements with third-party contractors on acceptable terms, or if the contractors breach their agreements or their obligations under mandatory law, the Issuer may incur additional costs, suffer losses or otherwise deviate from the financial estimates. A contractor's or subcontractor's failure to perform may also result in legal action by the Issuer to rescind the agreement or to enforce the contractor's obligations and may result in a delay in the full completion of the Project. This could increase the costs and thus have a material adverse effect on the Issuer's results of operations and financial condition and may have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds.

Counterparty Risk

Counterparty risk is inherent to all business activities the Issuer is engaged in. The Issuer's most significant counterparty risk stems from the tenants of the Issuer. Realisation of the counterparty risk may result in financial losses. Default of the Issuer's counterparty and default under agreements with the Issuer's counterparties may affect the Issuer's financial position and may have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds.

Economic Environment (Both Domestic and International) and Insolvency Risk

The Issuer's activities and results depend on the economic processes in Latvia and internationally. Even if currently there is no material economic downturn both domestically and internationally, in the event of its occurrence, the demand for the lease premises in the Property may decrease, the risk of insolvency of the Issuer's tenants may increase, which may have a negative impact on the implementation and results of the Issuer's business strategy and the Project may not generate expected positive returns. These factors individually, or in combination might cause insolvency of the Issuer due to the fact that lower than expected revenue and higher than expected expenses may lead to a situation where the Issuer's working capital may be insufficient to cover expenses. The Issuer is subject to the Insolvency Law of the Republic of Latvia and the Issuer's insolvency may have an impact on the Issuer's ability to

properly perform its obligations to the Bondholders and on the attractiveness and liquidity of the Bonds as well as the Investor's ability to recover investments.

Liquidity Risk

Liquidity risk is the risk that the Issuer is unable to maintain a sufficient reserve of cash and other liquid financial assets that can be used to meet its payment obligations as they fall due and to redeem the Bonds. The ability to access long-term financing is necessary to enable the Issuer to meet its payment obligations in cash, whether scheduled or unscheduled. The shareholders believe they can ensure the needed capital availability to the Issuer. Although the Issuer monitors its liquidity position and follows procedures to manage liquidity risk, a reduction in the Issuer's or the shareholder's liquidity position could have a material adverse effect on the Issuer's and the shareholder's business, financial condition, results of operations or prospects and may have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds.

3.3 Issuer Specific Risk Factors

The ability of the Issuer to increase rents in line with market fluctuations may be restricted

The Issuer may be restricted in its ability to raise rents in line with market fluctuations owing to certain terms in its lease agreements. Rental levels and market value for properties are generally affected by overall conditions in the economy. Both rental income and property values may also be affected by factors specific to the real estate market, including: (i) rent reviews with tenants may not be agreed at the estimated rental values; and (ii) lease agreements include clauses which provide for partial or full indexation of rent, which, in most cases, is indexed in line with a consumer price index. Consequently, the increase in the rental proceeds from such leases is dependent not only on general economic developments or market conditions, but also on future rates of inflation, and any of these may be materially negatively impacted by different factors. Each of these factors may restrict the Issuer's ability to increase rents in line with market fluctuations and could therefore have a material adverse effect on the Issuer's business, financial condition, prospects and results of operations.

The Issuer may be unable to be reimbursed by tenants for increases in operating and administrative expenses

The Issuer's operating and administrative expenses, as well as increasing repair and maintenance costs related to the gradual ageing of the Property, could increase without a corresponding increase in tenant turnover or tenant reimbursements. Further, there may be expenses which are not recoverable from tenants. Factors which could increase operating and administrative expenses include, amongst other things, increases relating to the rate of inflation, payroll expenses, legal expenses, property taxes and other statutory charges, energy and utility costs and the costs of services provided by third party providers, movements in foreign exchange rates, increases in insurance premiums, increases in maintenance costs and increases in capital expenditure which arise as a result of defects relating to the Property needing to be rectified. Such increases, if not recovered from tenants, could have a material adverse effect on the Issuer's business, financial condition, prospects and results of operations.

The Issuer's insurance coverage may not be adequate

The Issuer's insurance policies may not cover all losses and, as a result, the Issuer's insurance may not fully compensate it for losses associated with damage to the Property and third-party liability. In addition, there are certain types of losses, generally of a catastrophic nature, that may be uninsurable or that are not economically insurable. Other factors might also result in insurance proceeds being insufficient to repair or replace a property if it is damaged or destroyed, such as inflation, taxation, changes in building codes and ordinances and environmental considerations. The Issuer may incur significant losses or damage to its assets or business or liability for losses or damage towards third parties for which it may not be compensated fully or at all. As a result, it may not have sufficient coverage against all losses that it may experience. Should an uninsured loss or a loss in excess of insured limits occur, the Issuer could lose capital invested in the affected property as well as anticipated future revenue from that property. In addition, it could be liable to repair damage caused by uninsured risks. The Issuer may also remain liable for any debt or other financial obligation related to that

damaged property. Additionally, no assurance can be given that material losses in excess of insurance coverage limits will not occur in the future. Any uninsured losses or losses in excess of insured limits could have a material adverse effect on the Issuer's business, financial condition, prospects and results of operations.

Liquidity Risk

Liquidity risk is the risk that the Issuer is unable to maintain a sufficient reserve of cash and other liquid financial assets that can be used to meet its payment obligations as they fall due and to redeem the Bonds. The ability to access long-term financing is necessary to enable the Issuer to meet its payment obligations in cash, whether scheduled or unscheduled. The shareholders believe they can ensure the needed capital availability to the Issuer. Although the Issuer monitors its liquidity position and follows procedures to manage liquidity risk, a reduction in the Issuer's or the shareholder's liquidity position could have a material adverse effect on the Issuer's and the shareholder's business, financial condition, results of operations or prospects and may have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds.

3.4 Legal Risks

Risk of Legal Disputes

Even though the Issuer is not involved in any legal proceedings at the moment, it is possible that the Issuer may be involved in legal disputes due to its activities (as plaintiff or defendant) in the future, the outcome of which cannot be predicted.

The Issuer has already obtained building permits and approvals from authorities and is following all the technical and legal requirements. However, in the unlikely situation where a violation occurs or any claims are brought and the decision is unfavourable to the Issuer, it could adversely affect the Issuer's operations, financial condition, and reputation as the Issuer may be required to pay administrative penalties. All of this can have an impact on the Issuer's ability to properly perform its obligations to the Bondholders, and on the attractiveness and liquidity of the Bonds.

Sanctions Risk

The Issuer should comply with the Law on National Sanctions of the Republic of Latvia, as well as international sanctions (UN, EU, US). Russia's invasion of Ukraine has led to unprecedented EU and US government sanctions against Russian and Belarusian companies and individuals. As the EU and US continue to impose new sanctions in response to Russia's military attack on Ukraine, it could possibly lead to the inclusion of the Issuer's existing partners or their shareholders in the sanctions list and subsequently result in some economic loss due to suspended contracts or projects.

There is also a risk that something may go unnoticed due to the rapidly changing environment, as well a risk that the introduction of additional checks performed by the banks may prolong the execution time of payments and jeopardize the concluded contractual obligations.

Failure to comply with Latvian national sanctions or international sanctions (UN, EU, US) could have serious legal and reputational consequences for the Group, including exposure to fines as well as criminal and civil penalties. To mitigate this risk the Issuer has to develop internal control system – a package of measures including activities to be taken to ensure compliance with sanctions requirements.

3.5 Risk Factors Related to the Collateral

Collateral Agent Risk

The Bondholders are represented by the Collateral Agent in all matters relating to the Collaterals. The Collateral Agent, or anyone appointed by it, is expected to properly fulfil its obligations in terms of perfecting, maintaining, enforcing, or taking other necessary actions in relation to the Collaterals. Subject to the terms of the Collateral Agent Agreement, the Collateral Agent is entitled to enter into agreements for the use of services of a third-party and appoint third-party representatives in the course of performance of its tasks and acts as stipulated in

the Base Prospectus or take any other actions necessary for the purpose of maintaining, releasing or enforcing the Collaterals or for the purpose of settling, among others, the Bondholders rights to the Collaterals.

By subscribing for, or accepting the assignment of, any Bond, each of the Bondholder will accept the appointment of the Collateral Agent as the agent and representative of the Bondholders, to represent and act for the Bondholders in relation to the Collaterals if instructed. Only the Collateral Agent is entitled to exercise the rights under the Collaterals and enforce the same. Any failure by the Collateral Agent to perform its duties and obligations properly, or at all, may adversely affect the enforcement of the rights of the Bondholders due to, for example, the inability to enforce the Collaterals and/or receive any or all amounts payable from the Collaterals in a timely and effective manner.

Risk of Insufficient Value of the Collateral

The Issue shall be secured with a first-ranking mortgage over the Property under the terms of the Collateral Agreement. Apart from the Collateral, there are no other securities of third parties securing the claims under the Bonds of the investors pursuant to this Base Prospectus and Final Terms. The Collateral consists of a first-ranking mortgage over the Property, and pledge over the Escrow Account. In case of negative development of the Latvian real estate market and resulting significant drop in the value of the Collateral, the value of the Collateral could be not high enough that all claims of the Bondholders could be satisfied

3.6 Risks Factors Specific to the Bonds

Risk of Unsuitable Type of Investment

The investment in the Bonds may not be a suitable investment for all Investors therefore each potential investor should evaluate the suitability of such investment in the Bonds to his or her own particular circumstances. Each investor considering investing in the Bonds must have sufficient knowledge and experience to be able to do a proper assessment of the possible consequences of such an investment in the Bonds, including a proper evaluation of the potential risks and likelihood of the expected benefits. The investor must understand in detail all the information provided in this Base Prospectus. The investor must be able to assess and understand what impact the investment in the Bonds will have on his/her overall investment portfolio and how such investment may further affect his/her financial situation and liquidity. The investor must be prepared and have sufficient financial resources to bear the risks and sustain the possible losses related to the Bonds. Some investors, in particular regulated entities, may be subject to certain restrictions or regulations on investments, therefore each investor should verify whether the investor is permitted to invest in the Bonds.

Credit Risk

By investing in the Bonds, the Investors become creditors of the Issuer, hence they are subject to the credit risk. The Issuer is solely responsible for making the payments arising from the Bonds. However, the Issuer may fail to make such payments to the investors in full or in part in a due and timely manner. The ability of the Issuer to execute the payments to the Investors arising from the Bonds depends on the financial position and the results of operations of the Issuer. The inability of the Issuer to make such payments may be caused or intensified by other risk factors set out in this Base Prospectus or factors not included in the Base Prospectus.

In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations arising out of the Bonds when they fall due actually has not decreased, market participants might nevertheless be of that opinion. Market participants may in particular be of such opinion if market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the relevant industries sector adversely changes. If any of these risks occur, third parties may only be willing to purchase the Bonds for a lower price than before materialization of said risk. The market value of the Bonds may therefore decrease.

Early Redemption Risk

The Issuer may execute a call option and redeem all of the outstanding Bonds of a particular Tranche before the Maturity Date according to the Item named "Maturity (redemption) date of Bonds and principal payment" of Section 8.1 (General Terms of Bonds) of the Base Prospectus.

If such Early Redemption takes place, there is a risk that the rate of return from the investment into the Bonds may be lower than initially anticipated and the redemption price of the Bonds at the time the call option is executed by the Issuer may be lower than the market price of the Bonds on the secondary market. If the prevailing interest rates in the market at the time of the redemption are lower than the interest on the Bonds, the investors may not be able to reinvest the proceeds from the redeemed Bonds in securities with comparable or higher interest rates than the interest rate on the Bonds redeemed.

Price Risk

The Issue Price of the Bonds with fixed interest rate may be lower or higher than their Nominal Value. In addition, the price of the Bonds might decrease in the secondary market due to the market conditions or events related to the Issuer. Besides the activities of the Issuer, the value of the Bonds may be affected by developments in the financial markets, and when the interest rates are rising the value of the Bonds may fall.

Foreign Exchange Risk

The Bonds are denominated in EUR currency. If the Investor measures the payments related to the Bonds in another currency, the Investor faces risk that the actual payments received may be lower than expected due to the depreciation of EUR currency against the currency of the reference used by the Investor.

Tax Regime Risks

The payments arising from the Bonds may be subject to taxes or other duties in the country of residence, citizenship, registration, the actual location of the Investor or in any other country related to the transaction of the investment in the Bonds. Prior to making the planned investment in the Bonds, each Investor must ascertain what tax payments shall apply to the payments related to the Bonds in each of the countries related to the investment transaction in order to properly calculate the actual return from the Bonds. In case the applicable tax rates are not properly calculated, not all applicable taxes and duties are considered or if any adverse changes are introduced in the applicable tax regime, the return on the Bonds actually received by the investor may be lower than anticipated. Neither the Issuer nor any other person is under an obligation to compensate for the increase in taxes to the Investors.

Transaction Costs/Charges

Prior to and upon the execution of the investment in the Bonds, the Investors may incur a variety of incidental costs related to the investment transaction such as transaction fees and commissions, brokerage fees, commissions and other fees and expenses of third parties involved in the transaction such as banks, brokers, dealers and others. Such costs may significantly reduce the expected proceeds from the investment in the Bonds.

Risk of Investors Resolution

According to the Base Prospectus, some of the terms of the Bonds may be amended with a decision of the Investors. A resolution of the Investors is approved by the Majority Investors. Upon approval, such a resolution shall be binding on all the Investors, including the Investors who did not participate in the meeting or who voted against the decision taken. Hence, the Investor faces a risk that certain rights in relation to the Bonds may be amended, decreased, or cancelled without his or her consent or against its will.

Inflation Risk

Inflation reduces the purchasing power of future coupon payments and the redemption price of the Bonds. Inflation might lead to increased interest rates in the market which in turn could negatively impact affect the market price of the Bonds.

No ownership and voting rights

The Bonds are not equity securities, they do not confer any legal or beneficial ownership interest to the Bondholders and do not carry any rights similar to those arising out of equity securities. The Bondholders are not entitled to receive dividends. The Bonds are a debt instrument and give the Bondholders as debtors the claim rights only to the outstanding payments arising from the Bonds according to the Base Prospectus and the Final Terms of the Bonds.

By investing in the Bonds, the Bondholders shall not acquire voting rights in the General Meetings of the Issuer and will not be able to participate in any way in the decision-making of the shareholders of the Issuer or to influence such decisions in any way. The Bondholder should be aware that the General Meeting may take decisions that may negatively affect the market price or liquidity of the Bonds.

Continuous Offering

Although the Issuer plans to proceed with the public Issue up to total EUR 50,000,000, it may happen, that the Issuer will not issue the anticipated number of the Bonds under this Base Prospectus and will not raise the estimated funds required for the refinancing of the Existing Bonds, which would have a significant influence on the amount of the total revenue from the Bonds, financial stability of the Issuer and the number of the Bonds available in the market.

Cancellation Offering

The Issuer is entitled to change the dates of the opening and closing of a Subscription Period of any of the Tranches, postpone or cancel the Offering of the Bonds of any Tranche according to the terms of Section 9.16 (Cancellation or suspension of the Offering)9.16. The Issuer will apply its best effort to ensure that the Offer of all the Tranches occurs as originally planned, however, the Issuer cannot guarantee that the potential Bondholders who have subscribed for the Bonds of any of the Tranches will actually obtain the Bonds they have subscribed for. Such changes in the dates of the Subscription Period, postponement or cancellation of the Offering of the Bonds of any Tranche may negatively affect the investment plan of a particular potential Bondholder.

Refinancing Risk

At maturity of the Bonds, the Issuer may be required to refinance debt or sell the Property. The Issuer's ability to successfully refinance such debt or sale is dependent on the conditions of the financial markets in general at such time. As a result, the Issuer's access to financing sources at a particular time may not be available on favourable terms, or at all. The Issuer's inability to refinance its debt obligations or sell the Property on favourable terms could have a material adverse effect on the Issuer's business, financial condition and results of operations and on the Investor's recovery under the Bonds.

Legal Investment Considerations May Restrict Certain Investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Potential investors should consult their legal advisors to determine whether and to what extent (i) the Bonds are a legal investment for them; (ii) the Bonds can be used as collateral for various types of borrowing and (iii) other restrictions apply to their purchase or pledge of the Bonds. Financial institutions should consult their legal advisors or appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk based capital or similar regulations.

IV. Information About the Issuer

4.1 General Corporate Information

Legal and commercial name of the Issuer	SIA "Marijas 2"
Legal form	Limited liability company
Legal address	Marijas iela 2A, Rīga, LV-1050, Latvia
Country of registration	Republic of Latvia
Registration number	50203281461
LEI code	9845002AC74884785106
Legislation under which it operates	Commercial Law, Civil Law and other applicable laws of the Republic of Latvia
Date of incorporation	21 December 2020
Operating Period	Indefinite
Phone number	+372 58 436 663
E-mail	noviraplaza@novira.lv
Website	www.noviraplaza.lv ¹

4.2 Statutory Auditors

The Audited Financial Statements for the financial years ended on 31 December 2022 and 31 December 2023 have been prepared in accordance with the GAAP and audited by PricewaterhouseCoopers SIA, registered in the Commercial Register of Latvia maintained by the Enterprise Register under the registration number 40003142793, legal address Krišjāņa Valdemāra iela 21-21, Riga, LV-1010, Latvia ("**PwC**"). PwC is a member of the Latvian Association of Sworn Auditors with license no. 5.

4.3 History and Development of the Issuer

The Issuer was founded on 21 December 2020 by Sabiedrība ar ierobežotu atbildību "REGALS NAMI", a limited liability company incorporated and existing under the laws of the Republic of Latvia, registered in the Commercial Register of Latvia maintained by the Enterprise Register under the registration number: 40003647390, legal address: Terbatas iela 30, Riga, LV-1011, Latvia ("**Regals Nami**"). On 22 December 2020, the share capital of the Issuer was increased from EUR 2,800 to EUR 14,502,800 (constituting 145,028 capital shares) by investment in kind in the amount of EUR 14,500,000. The in-kind investment consisted of (i) a real property with cadastre No 0100 004 0003, located at Marijas iela 2a, Riga and registered in the Riga city land register file No 23394 ("**Marijas iela 2A**") and (ii) 48/100 ideal parts of the real property with cadastre number 0100 004 0002, located at Marijas iela 2, Riga, and registered in the Riga city land register file No 7069 ("**Marijas iela 2**") ("**Land Plots**"). Investment of the Land Plots also covered relevant Project documentation, building permits and already carried out construction and design works at the time.

On 19 February 2021 SIA Novira a limited liability company incorporated and existing under the laws of the Republic of Latvia, registered in the Commercial Register of Latvia maintained by the Enterprise Register under the registration number: 40203281239, legal address: Marijas iela 2A, Rīga, LV-1050, Latvia ("**Novira SIA**") was entered into the Issuer's shareholders Register Folio as the sole shareholder of the Issuer, which simultaneously owns the Land Plots.

On 31 March 2021 closed-end fund intended for informed investors Evernord Real Estate Fund III, operating under the law on collective investment undertakings intended for informed investors of the Republic of Lithuania, registry code at the Bank of Lithuania system I127 ("**Evernord Fund**") managed by Evernord Asset Management UAB, registered in the Commercial Register of Lithuania under the registration number: 304541337, legal address: Konstitucijos pr. 15-90, LT-09319, Vilnius, Lithuania ("**Evernord Asset Management**") was

¹ The information on the website does not form part of the Base Prospectus unless certain parts of this information are incorporated by reference into the Base Prospectus (please see Section 1.6 (Information Incorporated by Reference)).

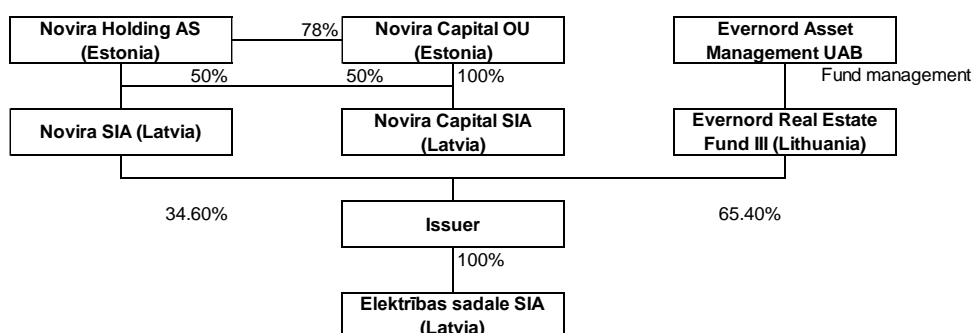
entered into the Issuer's shareholders Register Folio as a shareholder owning 94,826 shares of the Issuer constituting 65.4% of the Issuer's share capital.

On 15 February 2024 the building which is located on the land plot Marijas 2A and related infrastructure to be constructed and was put into operation and party changing principal operations of the Issuer from Project development to leasing of office and retail premises.

The building located on the land plot Marijas 2, along with its related infrastructure to be constructed, is expected to be put into operation in the near future (planned to be commissioned in May 2024).

The Project features premises with an unfinished, grey finish. These premises will be completed and adapted to meet the requirements of the respective tenants over time.

4.4 Structure of the Issuer



The Issuer's structure does not fully represent all companies and entities that form Novira Holding AS group and Evernord Asset Management group.

The shareholders of the Issuer are Novira SIA and Evernord Fund. Novira SIA owns 34.6% and Evernord Fund owns 65.4% of the Issuer's share capital (for a more detailed description regarding major shareholders of the Issuer please see Section 4.5 (Major Shareholders)4.5).

Novira Holding AS, registration number: 12566451, legal address: Tartu mnt 25-33, Kesklinna linnaosa, 10117, Tallin, Harju maakond ("**Novira Holding AS**") directly owns 50 % of Novira SIA's share capital. Novira Holding AS owns 78% of Novira Capital OÜ, registration number: 12566327, legal address: Tartu mnt 25-33, Kesklinna linnaosa, 10117, Tallinn, Harju maakond ("**Novira Capital OÜ**"). Novira Capital OÜ owns 50% of Novira SIA share capital (meaning that Novira Holding AS additionally indirectly owns 39% of Novira SIA share capital indirectly). Novira Capital OÜ owns 100% of Novira Capital SIA's share capital.

Evernord Fund owns 65.4% of the Issuer's share capital. Evernord Asset Management manages Evernord Fund. Evernord Fund is owned by the investors that have invested funds into Evernord Fund, however, such ownership does not grant control over the Evernord Fund as under the applicable laws, the management of Evernord Fund is carried out by Evernord Asset Management.

The Issuer owns 100% of the SIA "Elektrības Sadale", registration number: 50203498031, legal address: Marijas iela 2A, Riga, LV-1050 ("**Elektrības Sadale SIA**") share capital. Please see description of SIA "Elektrības Sadale" below in Section 4.4.3.

4.4.1 Evernord Asset Management

Evernord Asset Management acquired the license to manage collective investment undertakings for informed investors from the Bank of Lithuania in 2017. Evernord Asset Management began active operations in 2018. As of the date of this Base Prospectus Evernord Asset Management manages four real estate funds (i) Evernord Real Estate Fund I which invests in assets without using leverage and has a current fund size of EUR 5,000,300; (ii)

Evernord Marbella Property Fund I, which invests in assets in Spain and is currently in the investing phase; (iii) Evernord Real Estate Fund V, which invests in assets in Tallinn and has a current fund size of EUR 5,025,400 and (iv) Evernord Fund (Evernord Real Estate Fund III) which invests in assets in Riga, Latvia and has a current fund size of EUR 22,906,500 and one open-end fund Evernord Bond Fund that is about to start its investment period.

Evernord Fund is a real estate investment fund that intends to invest in commercial real estate objects (industrial) or other real estate that could be repurposed for administrative commercial leases in Latvia (mainly in Riga). The Fund may invest in real estate objects which are (i) planned to be developed; (ii) at development stage; or (iii) already fully developed.

The Project was the first development project of Evernord Fund.

Evernord Fund by investing in the real estate, equity and non-equity securities (e.g. bonds, derivatives, etc) shall contribute to the development of these real estate objects and shall seek for maximum returns for investors. Evernord Fund intends to control, develop, collect, rent, sell, refurbish, spin off, utilize, or realize investment objects in other ways to generate revenue. Evernord Fund aims to invest in real estate objects whose yield is not lower than the market level, prioritising objects that fit the objectives of Evernord Fund and have potential for growth and return. Evernord Fund may acquire real estate objects directly or through intermediary companies under its control.

Evernord Fund is supervised by the Bank of Lithuania and the financial results are audited.

4.4.2 *Novira Capital OÜ*

Novira Capital OÜ was established in 2013 and is an international company developing and financing large-scale real estate projects. Its portfolio includes development projects in the attractive areas of Tallinn and Riga. Over the years Novira Capital OÜ has completed apartment buildings and business premises with the total completed area of 105,000 m² and 110,000 m² under development.

Novira Holding AS operates as a holding company and is a main shareholder of Novira Capital OÜ.

4.4.3 *Elektrības Sadale SIA*

Elektrības Sadale SIA oversees managing the electricity supply within the Property. Elektrības Sadale SIA is financed through a loan provided by the Issuer. Elektrības Sadale SIA oversees the acquisition of electricity and medium voltage grid services, transforming medium voltage electricity into low voltage for the Property and tenants. Elektrības Sadale SIA sells low voltage electricity and low voltage grid services to the tenants of the Property. Given that all electricity costs are passed on to the tenants, Elektrības Sadale SIA collects the difference on the grid services. The profit is derived from the variance between regulated medium voltage and low voltage grid prices.

On 10 November 2023, Elektrības Sadale SIA and Issuer concluded the Loan Agreement whereby the Issuer undertakes to grant a loan to the Elektrības Sadale SIA in the amount of EUR 300,000. The purpose of the loan is to finance the development activities of Elektrības Sadale SIA. The loan carries an interest rate of 9% per annum which is calculated on the maturity date on 31 December 2028, and the settlement of interest and principal is done by one instalment on the maturity date.

4.5 Major Shareholders

As of the date of the Base Prospectus, the Issuer's share capital (subscribed and paid-up) is EUR 14,502,800, divided into 145,028 shares with a nominal value of EUR 100. The Issuer has one class of shares, all shares have equal rights, and no shares have preferential rights.

Name of the Shareholder	Number of shares	Proportion
-------------------------	------------------	------------

Novira SIA	50,202	34.6 %
Evernord Real Estate Fund III	94,826	65.4 %

As of the date of the Base Prospectus, the shareholders holding indirectly over 10% of all the shares in the Issuer's share capital through Novira SIA are the following:

Name of the Shareholder	Indirectly held shares	Proportion
Arle Mölder	51,631	35.6%

All 100% of all shares in Evernord Asset Management, that manages Evernord Fund, are owned and held by Jolanta Jurga.

To the knowledge of the Management Board, on 31 March 2021 as further amended Novira SIA, Evernord Fund, the management company of Evernord Fund, and the Issuer entered into a Shareholders Agreement, whereby the parties have agreed *inter alia* to increase the value of the Issuer in the interests of the shareholders and increase the value and exit when appropriate according to the decision of the shareholders.

4.6 Corporate Governance

The Issuer has implemented a two-tier management system. The Management Board is responsible for the day-to-day management of the Issuer's operations and is authorized to represent the Issuer based on the law and the Articles of Association. The General Meeting of the shareholders supervises the activities of the Management Board and acts as the highest governing body of the Issuer.

4.6.1 Management Board

The Management Board is responsible for the Issuer's day-to-day management (except functions reserved to the General Meeting of the shareholders). According to the Issuer's Articles of Association and applicable Latvian law, the members of the Management Board are appointed for an indefinite time term. The number of members of the Management Board is determined by the Issuer's Articles of Association and currently stands at two members.

The Issuer's Management Board consists of two members:

Jolanta Jurga is the founder of Evernord FMI and Evernord Asset Management. She has held executive positions and currently is a member of the Management Board in Evernord FMI and Evernord Asset Management. Since 13 April 2021, she has been a member of the Management Board. Jolanta Jurga holds a Master's Degree in Business Administration and Management from Vilnius University.

and

Nikolay Kryzhanovskiy is a partner and CFO of Novira Capital OU. He has held executive positions for several years in different Novira Holding AS group's projects. Since 25 March 2022 he has been a member of the Management Board of the Issuer. Nikolay Kryzhanovskiy holds a Master's Degree in Economics from the University of Tartu.

4.6.2 Remuneration Policy

As of the date of this Base Prospectus, the Issuer has one employee, its board member Nikolay Kryzhanovskiy. In accordance with regulatory enactments the Issuer is obliged to employ at least one employee. Employment related expenses are insignificant and no remuneration policy has been established for these purposes.

The services necessary for the operations of the Issuer are provided by Novira Capital SIA, according to the Management Agreement (see Section 5.6.6).

4.7 Conflict of Interest

As indicated in Section 4.8 (Shares Held by the Management of the Issuer) the Management Board member Nikolay Kryzhanovskiy owns shares in the Issuer and the Management Board member Jolanta Jurga owns shares in Evernord Asset Management and Evernord FMI.

As indicated in Section 4.6.1 the Management Board member Nikolay Kryzhanovskiy holds a management position also in Novira Capital OU and Management Board member Jolanta Jurga holds management positions in Evernord Asset Management and Evernord FMI.

However, there is unlikely a situation that the Management Board members may favour any of their own interests or interests of Novira Capital OU, Evernord Asset Management and Evernord FMI above the interests of the Issuer as due to the intended exit strategy interests of Novira Capital OU, Evernord Asset Management and Evernord FMI line up with the interest of the Bondholders. Additionally, Evernord Asset Management, Evernord Fund and Evernord FMI are supervised by the Bank of Lithuania and have implemented conflict of interest procedures in order to monitor and control conflict of interest risks.

4.8 Shares Held by the Management of the Issuer

As of the date of this Base Prospectus, Jolanta Jurga does not directly or indirectly hold any shares of the share capital of the Issuer.

As of the date of this Base Prospectus, Nikolay Kryzhanovskiy indirectly holds 2.2% of the share capital of the Issuer through Novira SIA.

4.9 Significant Change in the Issuer's Financial Position

There have been no significant changes in the financial position of the Issuer since 31 December 2023.

There have not been any recent material events that would be relevant for assessing the solvency of the Issuer.

There has been no material adverse change in the prospects of the Issuer since 31 December 2023.

4.10 Description of the Expected Financing of the Issuer's Activities

The Issuer expects to finance its business activities using turnover from leasing out the Property, the proceeds from the Bonds, and if required bank financing upon availability at a later stage and financing from the shareholders.

4.11 Legal and Arbitration Proceedings

As of the date of this Base Prospectus, there are no active legal or arbitration proceedings to which the Issuer is a party to (including any such proceedings which are pending or threatened of which the Issuer is aware) that are considered likely to have any significant effects on the Issuer's financial position or profitability, and there are no legal or administrative proceedings to which the Issuer has been a party to (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Base Prospectus which may have or have had, significant effects on the Issuer's financial position or profitability.

V. Business Overview

5.1 Principal Activities

The Issuer is a real estate development company established in 2020 and owned by Novira SIA and Evernord Fund. The Issuer being a real estate development company engages in the following activities: project initiation (concept and initial set of goals), market research and business analysis, requirements, estimates, planning, procurement, architecture and design, project implementation and construction, testing, market launch and closing sale or rent of the premises and buildings.

The purpose for which the Issuer has been established is the development of the real estate Project and leasing out office spaces in the Property. As of the date of this Base Prospectus, nearly 40% of the total premises of the Property are covered by lease agreements.

The following Building Permits have been issued:

- (i) Building permit No BV-13-1000-abv/L for construction of a commercial and business building at Marijas iela 2A, issued on 06 December 2013, valid from 09 December 2013. The building permit is re-registered on the name of the Issuer, with general contractor SIA "VELVE", a limited liability company incorporated and existing under the laws of the Republic of Latvia, registered in the Commercial Register of Latvia maintained by the Enterprise Register under the registration number: 40003064412, legal address: Kuldīgas iela 51, Rīga, LV-1046, Latvia ("**Velve**"). Construction works are to be completed by 31 December 2026;
- (ii) Building permit No BIS-BV-4.1-2020-8161 (BV-20-2026-abv) for construction of an office building at Marijas iela 2, issued on 01 December 2020. The building permit is re-registered on the name of the Issuer. General contractor Velve. According to the building permit, pre-conditions for the commencement of construction works have been fulfilled on 29 December 2021, construction works are to be completed by 29 December 2029.

For the construction of the Project, the Issuer has concluded a General Construction Contract between the Issuer as the principal and Velve as the general contractor dated 13 December 2021 as later amended.

The construction works started in 2021, underground works were completed in February 2022. The aboveground construction agreement was signed in December 2021. In order to offer maximum flexibility to the potential tenants, the completion of the buildings is done in stages. The first stage envisages commissioning of the buildings with completion of ca 25% of the leasable premises as well as common areas in final finishing and remaining premises in grey finishing in Q1 2024. The second stage includes completing the leased-out premises of ca 20% of the buildings in Q2 2024. Remaining fit-out works on the currently vacant premises will be done according to tenants' needs after signing of respective lease agreements.

The whole property consists legally of two separate buildings that will be united after commissioning – Marijas 2A and Marijas 2. The approximate proportion of the two buildings is 80% and 20% respectively. The bigger building, Marijas 2A, has been commissioned in mid-February 2024. Tenants have started to move in and the Issuer has started its main business activity – renting out its own property. The smaller building, Marijas 2, is planned to be commissioned in May 2024. The estimated cost of the Project at its completion shall amount to around EUR 75,000,000.

5.2 Lease terms

The terms of the leases offered by the Issuer vary depending on the business of the tenant; in general, the Issuer tends to offer a five-year unbreakable lease term with a triple-net basis meaning the tenants cover building-related costs. Office agreements have an additional add-on fee to cover the tenant's share in the common area. Agreements are signed for 5-10 years with a few having an exemption for early unilateral termination by both the tenant and the Issuer. The current WAULT of agreements is 7.4 years and unbreakable WAULT of agreements is 4.7

years. The rate of signed office rent agreements varies from 13 to 18.5 EUR/m² and the asking price for top premises reaches 21 EUR/m². The rent rate for retail premises varies from 20 to 35 EUR/m².

The Issuer does not adopt a "one-size-fits-all" policy and negotiates leases depending on the circumstances of the tenant, taking into account brand awareness, reputation, consumer appeal, and financial stability. Typically, if the Issuer is leasing out a larger premise or offers a higher fit-out investment, it would expect a tenant to agree to a longer unbreakable lease. Similarly, if a tenant is investing larger sums of money into a property, they will in turn expect to receive a longer lease. The Issuer does, however, from time to time, offer limited incentives, such as increased fit-out contributions or rent-free periods.

All its leases are in Euro and on a "triple-net" basis. This means, in addition to the base rent and compensation of directly consumed utilities, tenants are required to pay property taxes, insurance and property management fees, utilities for common areas of the Property as well as compensate other costs directly relevant to the functioning of the Property. The Issuer also requests cash collateral from tenants, either in the form of a deposit of typically three months' rent (inclusive of VAT) or a bank guarantee.

The Issuer's leases also include provisions for annual adjustments to reflect annual rates of inflation. Leases are indexed to the Latvian CPI, as appropriate; indexation is included in almost all of the Issuer's leases by base rental income across its. Agreements have a minimum yearly increase ranging from 1.5% to 5% per annum. Few early agreements have a fixed indexation at 2.5% per annum.

5.3 Principal Markets

Taking into consideration that the activities of the Issuer are limited to the Project located in Riga, Latvia, it operates in one geographical market – Riga, which may in specific situations be defined broadly – Latvia or the Baltics respectively.

5.4 Employees

As of the date of this Base Prospectus, the Issuer employs one employee, its board member Nikolay Kryzhanovskiy. In accordance with regulatory enactments, the Issuer is obliged to employ at least one employee. The services necessary for the operations of the Issuer are provided by Novira Capital SIA, according to the Management Agreement (see Section 4.6.25.6.6).

5.5 Investments

Since the date of the last published financial statement (Audited Financial Statement for the year ended 31 December 2023), the Issuer has not drawn any funds from the facility provided under the Shareholder's Loan Agreement. The Audited Financial Statement for the year ended 31 December 2023 is incorporated by reference in this Base Prospectus.

5.6 Material Contracts

The Issuer has not entered into material contracts other than material contracts entered into in the ordinary course of business (as defined below) and/or contracts entered into for the purposes of the Offering and Admission, which could result in the Issuer being under an obligation or an entitlement that is material to the Issuer's ability to meet its obligations to the Bondholders in respect of the Bonds being issued.

Below are the material contracts (material financial agreements and other contracts material for the Project) entered into in the ordinary course of business which are valid as at the date of the Base Prospectus.

5.6.1 Real Estate Joint Use Agreement

Taking into consideration that a part of the Land Plot consists of ideal parts, particularly the Issuer owns 48/100 undivided shares of Marijas iela 2, co-owners of Marijas iela 2 on 30 April 2019 concluded the Co-Owner Real Estate Joint Use Agreement as renewed and expressed in new wording on 7 July 2022 with the new wording of Co-Owner Real Estate Joint Use Agreement concerning Marijas iela 2, Riga ("**Real Estate Joint Use Agreement**"). One of the considerations for concluding the Real Estate Joint Use Agreement was construction and development of the Project.

In accordance with the Real Estate Joint Use Agreement, the Issuer has a right without interference of other co-owners of Marijas iela 2 to use a part of Marijas iela 2 where the Project is being constructed. The Issuer has a right at its own discretion, without any additional confirmations, approvals, consents or authorisations from other co-owners among others to:

- (i) to carry out any territorial planning procedures in respect to the part of Marijas iela 2 where the Project is being constructed with the purpose to make the part of Marijas iela 2 and/or Marijas iela 2A suitable for implementation of the Project, provided that all necessary legal and regulatory requirements are met;
- (ii) to carry out any design and construction work;
- (iii) to carry out cadastral surveys of any cadastral objects, registration of buildings and engineering structures and any other cadastral objects with the State Land Service and Land Register;
- (iv) to enter any contracts/agreements with any third person on its own cost and account;
- (v) to obtain approvals for and any other documents necessary for the construction of the Project from any institutions or relevant persons;
- (vi) to carry out any preparatory works for the construction of the Project, perform engineering exploratory works, receive technical and special regulations from government institutions and other relevant third persons;
- (vii) to commission construction design works and expert examination works, obtain approvals of building designs from respective authorities, obtain approvals of any simplified building concept documents from relevant authorities;
- (viii) to conduct public hearings, commission the Project upon its completion, register statutory protective zones in all requisite registers and governmental information systems;
- (ix) to install new engineering networks and remove existing engineering networks located partly on Marijas iela 2 where the Project is being constructed and which are not used by other co-owners;
- (x) to use a part of Marijas iela 2 where the Project is being constructed as it sees fit and enjoy all benefits, income, profit and other fruits from it without obligation to share them with other co-owners;
- (xi) to construct on the part of Marijas iela 2 where the Project is being constructed above-the-ground and/or underground parking, non-residential building (buildings), build engineering structures and install engineering networks use them and dispose of them in any manner.

With the Real Estate Joint Use Agreement the co-owners have agreed that the Issuer is entitled to separate the part of Marijas iela 2 where the Project is being constructed and the part of the Project built on Marijas iela 2 as separate property or merge it with Marijas iela 2A when such division or merger is possible under applicable regulatory enactments without paying any compensation to other co-owners.

Pursuant to the Real Estate Joint Use Agreement co-owners have waived their statutory pre-emptive rights in respect of the ideal parts owned by other co-owners and agreed that each co-owner is free to transfer his/her/it undivided shares of Marijas iela 2 to any third person without the obligation to offer first refusal rights to other co-owners.

Upon the alienation of their undivided shares of Marijas iela 2, co-owners are obliged to ensure that the new co-owner contractually accedes to the Real Estate Joint Use Agreement and accepts it as legally binding. The Real Estate Joint Use Agreement is binding to the successors of the co-owners.

Additionally, co-owners on 7 July 2022 concluded the Real Estate Joint Ownership Termination Agreement whereby co-owners agree that the part of Marijas iela 2 owned and used by the Issuer is divided off from Marijas iela 2 and merged to Marijas iela 2A.

5.6.2 *General Construction Agreement*

The Issuer has concluded the General Construction Contract with Velve dated 13 December 2021, for the construction of the Project ("**General Construction Agreement**"). The General Construction Contract was concluded as a result of a tender organized by the Issuer. The General Construction Agreement has been amended on 12 January 2023. With these amendments fee payable to Velve for construction works has been increased by EUR 1,300,000, excl. VAT, and work deadline has been updated. Subject to the General Construction Contract Velve has undertaken to construct the aboveground part of the Project for a fee of EUR 39,300,000, excl. VAT.

The obligations of Velve under the General Construction Agreement have been insured with a contractor's all-risk insurance ("**CAR**") policy with a reputable insurance provider with a total insured sum of EUR 49,020,999.14 with an ultimate insurance period until 20 August 2029. The beneficiaries of the CAR policy are the Issuer and Collateral Agent. Additionally, Velve has a general civil liability insurance policy with a reputable insurance provider.

The General Construction Agreement provides that Velve provides a guarantee for the works carried out by Velve or its subcontractors and zero cycle works. With respect to the zero cycle works additional contract has been concluded between the Issuer, Velve and Novira Capital SIA whereby all guarantees provided to Novira Capital SIA as the constructor and the Issuer with regard to the zero cycle works provided by subcontractors of Novira Capital SIA have been assigned to Velve.

5.6.3 *Insurance*

In addition to CAR policy described in Section 5.6.2 the building at Marijas iela 2A and underground of Marijas iela 2 has been insured with a commercial property insurance policy from a reputable insurance provider, with a total insured sum of EUR 50,000,000.00 with an ultimate insurance period until 20 March 2025.

5.6.4 *Design Agreements*

The Issuer has concluded multiple design agreements mainly (i) the agreement with SIA "BB studija" on the development of the amended project documentation and additional design documentation and author supervision for the Project as amended time by time, (ii) the agreement with SIA "INŽENIERU BIROJS "BŪVE UN FORMA"" on the development of the amended project documentation and additional design documentation and author supervision for the Project as amended time by time and (iii) the agreement with SIA "DAINA EL" on the performance of author supervision for the Project as amended time by time.

5.6.5 *Fitout Agreements*

To finish construction and fitout of the Project the Issuer has entered and will enter into agreements with multiple suppliers to purchase construction materials. The total value of such contracts until the Maturity Date should not exceed EUR 4,000,000. The Issuer oversees fitout works and contracts contractors to carry out fitout works of individual offices spaces.

5.6.6 *Management Agreement*

The Issuer has concluded the Management Contract with Novira Capital SIA dated 31 March 2021 ("**Management Agreement**") whereby Novira Capital SIA undertakes to fulfil the roles of the consultant and project manager responsible for the construction, operation and commercialisation of the Project according to the Issuer's business plan for a fixed fee

remuneration in the amount of EUR 25,000 per calendar month until the 30 June 2024. When the Project is successfully completed Novira Capital SIA is entitled to receive a success fee.

5.6.7 Shareholder's Loan Agreement

On 31 March 2021, the Issuer and the shareholders concluded the Loan Agreement ("**Shareholder's Loan Agreement**") whereby the shareholders undertake to grant a loan to the Issuer in the amount of EUR 11,500,000 split proportionally to each shareholder's ownership share in the Issuer. The purpose of the loan is to finance the development of the Project and refinance the Novira SIA loan to the Issuer. The loan carries an interest rate of 9% per annum which is calculated on the maturity date on 31 December 2027, and the settlement of interest and principal is done by one instalment on the maturity date. As of the date of this Base Prospectus the undrawn amount is EUR 1,000,000.

5.6.8 Property Management

In order to ensure property management and administration of the Property the Issuer on 6 October 2023 has entered into agreement with "Newsec Property Management LV" SIA, registration number: 40103216783 for management of the Property.

5.6.9 Collateral Agreements

In order to secure the Issuer's obligations to the Bondholders a pledge agreement of the Escrow Account and the agreement on mortgage over the Property will be concluded (or existing agreement securing Existing Bonds will be amended) with the Collateral Agent acting on behalf and for the benefit of the Bondholders.

In accordance with the Collateral Agreements, without prior written consent of the Collateral Agent the Issuer shall not be entitled to:

- (i) dispose of the funds credited on the Escrow Account otherwise than in accordance with the Escrow Account Agreement;
- (ii) encumber or dispose of the Property (except for Security for purposes of refinancing, corroboration of the lease rights of lessors and merging, rearranging borders or otherwise combining the Land Plots in accordance with Section 8.8 (Establishment, Release and Enforcement of the Collateral)).

Pursuant to the provisions of this Base Prospectus, the Bondholders are entitled to review the Collateral Agreements and the Collateral Agent Agreement.

VI. Financial and Trend Information

6.1 Financial Statements

Financial information of the Issuer (balance sheet, profit and loss statements, and other important metrics) is provided in the tables below. The audited Financial Statements are incorporated by reference into this Base Prospectus. Unless otherwise stated, the information of this Section below should be read in conjunction with and is qualified in its entirety by reference to such financial statements and related notes.

The tables below set forth the key financial information as at the end of each of the financial years ended 31 December 2022 and 31 December 2023, which has been extracted or derived from the Audited Financial Statements included by reference in this Base Prospectus respectively.

6.2 Selected Historical Financial Information

The Issuer's profit and loss account

Item	The financial year ended on 31.12.2023	The financial year ended on 31.12.2022
	Audited	Audited
Selling expenses	-26 291	-30 164
Administrative expenses	-67 107	-88 167
Other operating expenses	-151	-213
Interest income and similar income	109 124	0
Loss before CIT	15 575	-118 544
Income tax expense	-2 232	0
Net profit (loss)	13 343	-118 544

The Issuer's balance sheet

Item	As at 31.12.2023	As at 31.12.2022
	Audited	Audited
Cash and cash equivalents	5 623 908	9 932 144
Fixed assets (doesn't reflect revaluations)	60 288 483	35 311 699
Deferred expenses	332 883	436 154
Intangible assets	5 006	10 013
Other debtors and accrued income	67 364	48 701
Trade receivables	304 920	65 146
Participation in related companies	2 800	0
TOTAL ASSETS	66 625 364	45 803 857
Trade payables	57 280	46 339
Accrued liabilities	1 661 800	8 587
Bonds	37 483 636	19 609 146
Amounts due to related companies	12 586 248	11 712 586
Taxes and social security contributions	2 693	0
Other creditors	490 586	12 800
TOTAL LIABILITIES	52 282 243	31 474 078
Share capital	14 502 800	14 502 800
Retained earnings	-159 679	-173 021
TOTAL EQUITY	14 343 121	14 329 779
TOTAL LIABILITIES AND EQUITY	66 625 364	45 803 857

The Issuer's cash flow statement

Item	The financial year ended on 31.12.2023	The financial year ended on 31.12.2022
	Audited	Audited
Net Cash flows from operating activities	588 293	-479 140
Net Cash flows from financing activities	15 785 504	22 005 440
Net Cash flow from investing activities	-20 682 003	-11 734 128

It should be noted that the Issuer's profit or loss account, balance sheet and cash flow statement (including for the financial year ended on 31.12.2022) have been derived from the Audited Financial Statements for financial year ended on 31 December 2023.

6.3 Audited Financial Statements

Audited Financial Statements are incorporated by reference and are available at the Issuer's webpage <https://www.noviraplaza.lv/en/investor/>.

For information regarding auditors please refer to Section 4.2 (Statutory Auditors).

6.4 Trend Information

There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least during the current financial year, except for the ongoing uncertainty related to the consequences of the COVID-19 pandemic and Russia's invasion of Ukraine.

6.5 Qualifications and Emphasis of Matter

There was no qualification or emphasis of the matter in the auditor's report on the Issuer's financial statements for the year ended 31 December 2022 and 31 December 2023.

VII. Project Description

The name of the Project is Novira Plaza. The Project is an A-class commercial real estate property in the centre of Riga.

The office complex has 29,700 m² of gross building area and 9,900 m² of underground area. The building has 7 aboveground floors with an approximate net leasable area of 24,270 m² and two underground floors with 255 car parking spaces and spacious bicycle storages. The whole property consists legally of two separate buildings that will be united after commissioning – Marijas 2A and Marijas 2. The approximate proportion of the two buildings is 80% and 20% respectively.

The property is being developed according to a Leadership in Energy and Environmental Design (LEED) Gold standard, a globally recognized symbol of sustainability achievement and leadership as well as a framework provider for cost-saving green buildings.

The construction of the underground began in the first quarter of 2021 and has been successfully completed in the first quarter of 2022. The agreement of the above ground construction has been signed on 13 December 2021 - General Construction Agreement. The above ground construction works began in February 2022. The larger property, Marijas 2A, has been commissioned in mid-February 2024 and tenants have started to move in. The commissioning of the smaller Marijas 2 building is planned to be executed in May 2024.

Additionally, the Issuer has concluded a lease agreement for the lease of the land plot located at Dzirnavu iela 114/116, Riga and respective building permits have been acquired. The land plot will be used to facilitate additional parking space for tenants of the Project. It is planned that the lease rights will be corroborated in the Land Register.

The Main Information about the Property

Property type	A-class office buildings
Address	Marijas iela 2/2A, Riga, Latvia
Gross building area (GBA)	29,700 m ² + 9,900 m ² underground area
Net leasable area (NLA)	24,270 m ²
Parking spaces	255
Floors	7 aboveground, 2 underground
Start of construction / Commissioning	1Q 2021 / 1Q-2Q 2024
Total investment / Invested so far	EUR 75M / EUR 62M
Building standard	LEED Gold
Developer	Novira Capital SIA
Underground general contractor	Novira Capital SIA
Above-ground general contractor	Velve SIA
Architectural bureau	SIA "BB studija"
Engineering bureau	SIA "INŽENIERU BIROJS "BŪVE UN FORMA"
Interior design	M.Pressi Arhitektuurbüroo AS

VIII. Bond Terms

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Bond issued under the Programme. In the case of any Tranche of the Bonds which are being issued under this Base Prospectus, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of the Bonds may supplement any information in this Base Prospectus.

8.1 General Terms of Bonds

Securities to be offered and admitted to trading on First North	The Bonds up to an aggregate principal amount of EUR 50,000,000.
Total number of Bonds offered under the Base Prospectus and admitted to trading on First North	Up to 50,000 Bonds.
Type of securities:	The Bonds of the Issuer – debt securities with a fixed-term, non-equity (debt) securities under which the Issuer shall become a debtor to the Bondholders and shall assume obligations for the benefit of the Bondholders.
ISIN:	LV0000803179
Minimum Investment Amount	As prescribed in the relevant Final Terms.
Currency of Bonds:	EUR
Legislation, under which the Bonds shall be created:	Civil Law, Commercial Law, Financial Instrument Market Law and other related legal acts. All relations of the Issuer and the Investors in connection with the Bonds shall be determined in accordance with the laws and regulations of the Republic of Latvia. Any disputes, relating to or arising in relation to the Bonds shall be finally settled solely by the courts of the Republic of Latvia under Latvian laws.
Number of the Bonds, nominal value per the Offer Bond, total nominal value, Issue Price per the Offer Bond of each of the respective Tranche:	To be established in the Final Terms of each of the Tranche of the Bonds.
Form of the Bonds:	The Bonds are dematerialized debt securities in a bearer form and registered with the Depository in a book-entry form with the securities settlement system governed by Latvian law.
Credit ratings assigned to the Issuer or the Bonds and status thereof:	Neither the Issuer nor the Bonds shall be assigned any credit ratings as a result of the Offering. The Bonds constitute direct, secured, and unguaranteed obligations of the Issuer, with secured Bonds ranking <i>pari passu</i> without any preference among each other and with other similar secured obligations, save for such obligations as indicated herein and as may be preferred by mandatory provisions of the law.
Redemption price of the Bonds:	On the day of redemption, the Bonds shall be repaid in full at their Nominal Value, along with the accrued Interest.

Interest rate and dates of payment thereof:	<p>The Interest on the Bonds on the Nominal Value equal to 10% per annum will be paid quarterly on the Interest Payment Dates until the Maturity Date (as defined below) and will be calculated on the aggregate outstanding principal amount of the Bonds of the respective Tranche.</p>
Maturity (redemption) date of Bonds and principal payment:	<p>For more details, please see Section 8.2 (Interest Payments).</p> <p>The maturity date of the Bonds is 30 May 2025 ("Final Maturity Date").</p> <p>The Bonds shall be redeemed, <i>i.e.</i>, the Redemption Price shall be paid to the Investors on the Final Maturity Date or, if applicable, on the relevant Early Redemption Date or Early Maturity Date.</p> <p>The Redemption Price paid to the Investor on the Final Maturity Date equals to the full outstanding principal (<i>i.e.</i>, Nominal Value) together with the unpaid Interest accrued up to the Final Maturity Date.</p> <p>The Issuer has the right to redeem wholly or partially the Bonds on the Early Redemption Date with a 30 (thirty)-day prior written notice to the Bondholders and to the Collateral Agent. In case of partial early redemption of the Bonds, the redemption shall be <i>pro rata</i> to the number of Bonds held by each Investor, unless all Investors agree to deviate from the <i>pro rata</i> approach.</p> <p>For more details, please see Section 8.3 (Extraordinary Early Redemption).</p>
Offering and admittance to trading of Bonds:	<p>The Manager shall offer the Bonds to the Investors under the terms and conditions, indicated in the Final Terms of each of the respective Tranches. The Bonds shall be applied for the Admission once the Bonds shall be subscribed and fully paid by the Investors and registered with Depository. In case not all the Bonds of the respective Tranche are subscribed and/or fully paid by the Investors, the Issuer decides to introduce to trading on the First North any lesser number of the Bonds, offered during the respective Tranche.</p> <p>The Management Board expects that the Bonds shall be admitted to trading on the First North within 6 (six) months as from the placement of the Bonds at the latest.</p> <p>The Issuer shall also put its best efforts to ensure that the Bonds remain admitted on the First North. The Issuer shall, following Admission to trading, take all reasonable actions on its part required as a result of Admission of the Bonds.</p> <p>The Issuer will cover all costs which are related to the Admission of the Bonds to the First North.</p>
Collateral:	<p>The Issuer undertakes to ensure that in 30 (thirty) Business Days from the first Issue Date of the Bonds under this Base Prospectus, (disregarding this, the Management Board will put its best endeavours so that this term would be as short as practically possible) the Collateral in the form of a mortgage created under the Collateral Agreement is effective and registered (completed registration) with the relevant Land Register, in the amount corresponding to at least 130% (one-hundred and thirty per cent) of the maximum Nominal Value of the Bonds, issued before or at the same time with payments for the Bonds, simultaneously with a respective prohibition note in relation to the Property with the</p>

	<p>Land Register to alienate, donate, divide and encumber with rights in rem.</p> <p>The Issuer undertakes to ensure that on the first Issue Date of the Bonds under this Base Prospectus, the Collateral in the form of Pledge of Escrow Funds created under the Collateral Agreement is effective and registered (completed registration) with the relevant Contracts and Encumbrances Register of the Republic of Lithuania, in the amount corresponding to at least 130% (one-hundred and thirty per cent) of the maximum nominal value of the Bonds, issued before or at the same time with payments for the Bonds.</p>
Escrow Account:	<p>The funds received from the subscription and payment of the Bonds by the Investors shall be deposited in an escrow account.</p> <p>Every transfer of funds from the account will be signed by three parties to the agreement (the Issuer, the Collateral Agent and Šiaulių Bankas). An account will be opened for a period, no shorter than the Maturity (redemption) Date of the Bonds.</p>
Decision by which the Bonds are issued:	<p>This Base Prospectus has been approved by the General Meeting of the shareholders of the Issuer on 3 May 2024 and by the decision of the Management Board of the Issuer on 3 May 2024.</p>
Issue Date of the Bonds:	<p>The Issue Date shall be specified in the Final Terms</p>
Transfer restrictions:	<p>There are no restrictions on the transfer of the Bonds as described in the applicable Latvian laws. However, the Bonds cannot be offered, sold, resold, transferred or delivered in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Latvian laws, including, without limitation, in the United States of America, United Kingdom, Australia, Canada, Hong Kong and Japan.</p>
Taxation:	<p>The tax legislation of the Investor's Member State and of the Issuer's country of incorporation (Latvia) may have an impact on the income, received from the Bonds. All payments in respect of the Bonds by the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes"), unless the withholding or deduction of the Taxes is required by laws of the Republic of Latvia. In such a case, the Issuer shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities in accordance with the applicable laws for the amount so required to be withheld or deducted. The Issuer will not be obliged to make any additional compensation to the Bondholders in respect of such withholding or deduction. For more information, related to taxation of the Bonds, please see Section XI (Taxation).</p>
Publication of the Final Terms:	<p>The Final Terms of each Tranche will be approved by the Management Board of the Issuer. Before the Offering of the respective Tranche commences, the Final Terms will be submitted to the Bank of Latvia; and published on the websites of the Issuer as well as on www.nasdaqbaltic.com if the Admission has taken place.</p>
Estimated Expenses Charged to the Investors:	<p>No expenses or taxes will be charged to the Investors by the Issuer in respect to the Offering of the Bonds. However, the Investors may be obliged to cover expenses which are related to the opening of securities accounts with credit institutions or investment brokerage firms, as well as commissions which are charged by the credit institutions or investment brokerage firms in relation to the execution of the Investor's purchase or selling</p>

	orders of the Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer and or the Manager will not compensate the Bondholders for any such expenses.
Record Date	Record Date in regards to principal payments means the Business Day preceding the due date for such payment. Record Date in regards to interest payments means the 5th (fifth) Business Day preceding the due date for such payment. On Record Date Issuer shall determine the list of Bondholders for respective payments on the respective Payment Date.
Time Limit on the Validity of Claims to Interest and Repayment of Principal	As Bonds are issued under Latvian law under Article 406 of the Commercial law a limitation period of three years is applicable to claims of Interest and repayment of the Nominal Value.

8.2 Interest Payments

The Issuer shall pay the Interest on the Nominal Value equal to 10% per annum. The Interest on the Bonds will be paid quarterly on the Interest Payment Dates

Interest shall accrue for each Interest period from and including the first day of the Interest period to (but excluding) the last day of the Interest period. The first Interest period for the first Tranche of Bonds commences on 30 May 2024 or the first Issue Date determined in the respective Final Terms which ever is the latest and ends on the first Interest Payment Date (excluding). The first Interest period of each other Tranche commences on the first Issue Date determined in the respective Final Terms and ends on the first Interest Payment Date (excluding). Each consecutive Interest period begins on the previous Interest Payment Date (inclusive) and ends on the following Interest Payment Date (excluding). The last Interest period ends on the Final Maturity Date (inclusive) or on the relevant Early Redemption Date (inclusive), or Early Maturity Date (inclusive), if any.

The Issuer shall ensure the transfer of the Interest payments to the accounts of those Investors who on the Record Date hold the Bonds. The Interest payment shall be carried out through the Depository in accordance with the procedure established by the Depository.

The Interest in respect of the Bonds shall be determined on the basis of a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days, i.e., a day count convention 30E/360 shall be used. The Interest payment, made in one of several equal Interest payment periods, will be determined according to the following formula:

$INT = F * I / P$, where:

INT – Payment of Interest in one of the several equal Interest Periods (amount in EUR);

F – Nominal value;

I – Interest rate (annual);

P – Number of Interest payments (Interest periods) per year.

Accrued Interest between Interest Payments (Interest Periods) will be calculated as follows:

$AI = F * I * D / 360$:

AI – accrued Interest (amount in EUR);

F – Nominal value;

I – Interest rate (annual);

D – number of days from the previous Interest Payment Date (or the First Issue Date in case of the first Interest payment) to the current Interest Payment Date (but excluding it) calculated using 30E/360 day count convention as described above.

Should any Interest Payment Date fall on a date that is not a Business Day, the payment of the Interest due will be postponed to the next Business Day. The postponement of the Payment Date shall not have an impact on the amount payable.

8.3 Principal Repayment, Redemption and Early Redemption

The Bonds shall be redeemed, i.e., the Redemption Price shall be paid to the Investors on the Final Maturity Date or, if applicable, on the relevant Early Redemption Date or Early Maturity Date.

The Redemption Price paid to the Investor on the Final Maturity Date equals the full outstanding principal (i.e., Nominal Value) together with the unpaid Interest accrued up to the Final Maturity Date.

The Issuer, following the terms and conditions set forth in the paragraphs below, has the right to redeem wholly or partially the Bonds on the Early Redemption Date with a 30 (thirty)-day prior written notice to the Bondholders and to the Collateral Agent and to be published in accordance First North rules. If the Admission has not taken place such an announcement shall be published on the Issuer's website. In case of partial Early Redemption of the Bonds, the redemption shall be pro rata to the number of Bonds held by each Investor, unless all Investors agree to deviate from the pro rata approach.

In case of an Early Redemption Date the Redemption Price to be paid to the Investors on the Early Redemption Date equals the full or part of the Nominal Value as indicated in the respective notification sent to the Investors in accordance with the paragraphs above together with the unpaid Interest accrued up to the relevant Early Redemption Date (inclusive) in accordance with the respective Final Terms. Interest shall be calculated from the amount of the Nominal Value to be earlier redeemed from the respective Investor.

Following receipt of the Redemption Price payments that do not involve repayment of full outstanding principal, the Issuer shall arrange for a respective reduction of the Nominal Value in the Depository. The Bondholders and the Collateral Agent, except for cases in the Event of Default, are obliged to cooperate with the Issuer and do all actions reasonably required for reducing the Nominal Value in the Depository. The Bondholders and the Collateral Agent acknowledge and confirm that the Issuer will not need any further consent or authorisation from the Bondholders or from the Collateral Agent to carry out any action related to the same and will be entitled to obtain a new ISIN code if needed.

Following the receipt of the Redemption Price payments that involve repayment of the full outstanding principal and accrued Interest, the Issuer shall arrange the deletion of the redeemed Bonds from the Depository. The Bondholders and the Collateral Agent are obligated to co-operate with the Issuer and do all actions reasonably required for deleting the Bonds from the Depository if the Issuer has fulfilled all its obligations towards the Bondholders and the Collateral Agent.

The Redemption Price shall be paid to the Investors, who on the Record Date hold the Bonds. Payment of the Redemption Price shall be carried out through the Depository in accordance with the procedure established by the Depository.

Following the transfer of the complete Redemption Price and payments to the Investors' accounts, or to the extent applicable, the set-off described in the paragraphs below, the Bonds shall be considered redeemed to the relevant extent.

Notwithstanding the paragraphs above, the Issuer will redeem the Bonds before the Final Maturity Date in case the Investor breaches or there is a reasonable concern that the Investor might breach anti-money laundering or sanctions regulations. In the respective case, the Redemption Price paid to the Investor on the Early Redemption Date equals to the full outstanding principal (i.e., Nominal Value) only unless any payment to the Investor is forbidden by applicable laws. The Issuer at any time is entitled to request any of the Investors, including through the Manager, to provide necessary documents for the Issuer to perform sanction

screening or other identification verification checks, so as to be able to implement sanctions screenings and/or fulfil related “know your client” or anti-money laundering requirements. The Investors undertake to submit the requested documents or information within the time period set by the Issuer.

Notwithstanding, whether the Issuer and the Investor decide that the Bonds held by the Investor will be replaced with new bonds to be issued on the Final Maturity Date or on the relevant Early Redemption Date (i.e., rolling over of the Bonds), the set-off of claims of the Investor for payment of the relevant Redemption Price and of the Issuer for payment of the Issue Price arising from the issue of new bonds shall take place without separate consent of the Investor. If the relevant Redemption Price exceeds the issue price payable for the new bonds, the Issuer is obliged to make a payment to the Investor on the Final Maturity Date or, if applicable, the Early Redemption Date or Early Maturity Date, only in the amount equal to the Redemption Price less the issue price payable for the new bonds.

8.4 Extraordinary Early Redemption

The Investors shall have the right but not the obligation to demand immediate redemption of the Bonds held by the Investors upon the occurrence of any of the following events (**Extraordinary Early Redemption Event or Event of Default**):

- (a) **Non-Payment.** The Issuer fails to make the payments to the Bondholders under this Base Prospectus within 10 (ten) Business Days from the relevant due payment date, except for cases when the failure to pay is caused by a reason of Force Majeure as indicated in Section 8.13 (Force Majeure).
- (b) **Breach of covenants.** The Issuer breaches any of the covenants set forth in Section 8.6 (Covenants of the Issuer) or breaches the terms of the Collateral Agreement or the Collateral Agent Agreement and the Issuer has not remedied the breach within 30 (thirty) Business Days as from receipt of the breach notice served under second paragraph of this Section or has not remedied the breach within other term agreed with the Majority Investors.
- (c) **Breach of representations and warranties.** The Issuer’s representations and warranties in Section 8.6 (Covenants of the Issuer) are breached and the Issuer has not remedied the breach within 30 (thirty) Business Days as from receipt of the breach notice served under the second paragraph of this Section or has not remedied the breach within other term agreed with the Majority Investors.
- (d) **Invalidity of the Collateral Agreement.** The Collateral Agreement terminates or is regarded invalid by a final decision of the respective state courts or the Collateral is not established following the terms and the Issuer has not remedied the breach within 30 (thirty) Business Days.
- (e) **Cessation of Business.** The Issuer ceases to carry on its current core business in its entirety or its substantial part, other than pursuant to any sale, disposal, demerger, amalgamation, reorganisation or restructuring or any cessation of business in each case on a solvent basis.
- (f) **Liquidation.** An effective resolution is passed for the liquidation or suspension of economic activities of the Issuer and the Issuer has not remedied the breach within 30 (thirty) Business Days.
- (g) **Insolvency.** (i) The Issuer is declared bankrupt by a final decision of a court or admits inability to pay its debts; (ii) the Issuer enters into any arrangement with a majority of its creditors by value in relation to the restructuring of its debts or any meeting is convened to consider a proposal for such arrangement; or (iii) the Issuer submitted to the court and the court accepted an application for initiation of the Issuer’s insolvency, restructuring or administration process; (iv) a resolution of a competent institution or a court judgment on debt collection from the Issuer (or on other proceedings for the settlement of the debt of the Issuer) in the amount of at least EUR 3,000,000 has entered into legal force.

Enforcement of the Collateral Agreement by the Collateral Agent may be commenced only by way of a written breach notice served to the Issuer and to the Collateral Agent on the basis of a decision by the Majority Investors after the Event of Default has occurred.

In case of the Issuer's liquidation or insolvency, the Investors shall have a right to receive payment of the outstanding principal amount of the Bonds and the Interest accrued on the Bonds according to the relevant laws governing liquidation or insolvency of the Issuer.

The Bonds are secured debt obligations of the Issuer meaning that in case of the Issuer's insolvency, the Bondholders will have the priority of the funds recovered by enforcement of the Collateral (excluding the cost of enforcement and similar). In case the funds recovered by enforcement of the Collateral shall not fully cover claims of the Bondholders such outstanding claims will have the same seniority as other creditors of the Issuer except creditors, the seniority of which is prescribed by law governing liquidation or insolvency of the Issuer. For a more detailed description regarding the application of proceeds in the case of enforcement of the Collateral please refer to Section 8.9 (Application of the Proceeds from Enforcement of the Collateral).

8.5 Representations and Warranties of the Issuer

The Issuer represents and warrants to the Investors that:

- (a) the Issuer is a duly incorporated and validly existing legal person acting pursuant to the laws of the Republic of Latvia;
- (b) the Issuer has all the rights and sufficient authorisations to issue the Bonds and fulfil obligations arising from the Bonds, this Base Prospectus and the Final Terms and the Issuer has performed all the formalities required for issuing the Bonds and no other actions are required (including obtaining of any approvals, authorisations or filing any applications or registrations) in order to issue the Bonds and perform obligations arising from the issue of the Bonds, except for registration of the Bonds with the Depository;
- (c) there are no liquidation, compulsory execution, restructuring or bankruptcy proceedings pending or initiated against the Issuer;
- (d) the Property has been adequately insured with a reputable insurance company operating in the Republic of Latvia;
- (e) the Property has been lawfully acquired, it is 100% (one hundred per cent) owned and controlled by the Issuer, it is not mortgaged or otherwise encumbered in the Land Register except for Security to secure Existing Bonds and those encumbrances that are related to public utility networks, red lines set by the municipality and mandatory provisions of applicable law, and lease rights as set out in Section 8.8 (Establishment, Release and Enforcement of the Collateral). The Land Plots are subject to the merger process (rearranging of borders) as explained in Section 8.8 (Establishment, Release and Enforcement of the Collateral) and amendments to the agreement on joint use of the property are being introduced as well as access rights will be established as explained in Section 8.8 (Establishment, Release and Enforcement of the Collateral) in relation to the Property;
- (f) the Building permits are lawfully issued, fully valid, not suspended, cover all construction works and are in compliance with applicable laws to secure the uninterrupted continuation of the construction works;
- (g) neither the Property nor the Building permits are subject to any dispute by any person or public authority.

The representations and warranties foreseen in Items (a) to (d) above are provided by the Issuer as of the date of this Base Prospectus and for as long as any Bonds are outstanding and have not been redeemed in full in accordance with this Section VIII (Bond Terms) Terms, while the representations and warranties foreseen in Items (e) to (g) above are provided by the Issuer as of the date of this Base Prospectus.

All information that is and will be provided by the Issuer to the Investors and the Collateral Agent is true, accurate, complete, and correct as of the date of presenting the respective information and is not misleading in any respect.

8.6 Covenants of the Issuer

The Issuer shall be obliged to comply with the following covenants until the Bonds are fully redeemed:

- (a) **Negative pledge.** Until full redemption of the Bonds, the Issuer shall ensure that, except for the pledge and mortgage under the Collateral Agreement in favour of the Collateral Agent (as of the date of this Base Prospectus – ZAB VILGERTS SIA), it will not create or permit to subsist any Security over the Escrow Funds and the Property, which would have a significant negative effect to the value of the Property as Collateral or delay return of the Escrow Funds to the Bondholders except for establishment of Security (2nd ranking mortgage) for the benefit of the bank licensed to operate in the European Union for the purposes of the refinancing of all of the Bonds as set out in Section 8.8 (Establishment, Release and Enforcement of the Collateral). Establishment of Security for the purpose of owning, erecting, maintenance and repairing of utility networks or other civil engineering works required for the management and servicing of the Property as well as registration of access rights and lease rights as set out in Section 8.8 (Establishment, Release and Enforcement of the Collateral) shall not be considered Security with a significant negative effect to the value of the Property as Collateral.
- (b) **Disposal of the Property.** Until full redemption of the Bonds, the Issuer shall not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily dispose and/or transfer the ownership of the Property (or any part of it) to any third-party nor conclude any agreements for such transfer of ownership, except that the Issuer has the right to conclude agreements under the applicable laws with third parties, provided that such agreements are concluded on terms and conditions that enable the Issuer to complete the Project and fulfil its obligations under the Bonds and the Base Prospectus. For the avoidance of doubt, this Section does not restrict the Issuer from starting or participating in negotiations on the transfer of ownership of the Property before the Final Maturity Date and/or full redemption of the Bonds, but the transfer of ownership of the Property, in any case, shall not occur before the Final Maturity Date and/or the full redemption of Bonds.
- (c) **Change of Control.** Until full redemption of the Bonds the Issuer undertakes to ensure that no change of control shall occur as defined further. A Change of Control shall be deemed to have occurred if direct shareholders of the Issuer as of the date of this Base Prospectus cease jointly to own more than 50% (fifty per cent) of the ordinary issued shares and voting rights of the Issuer or may not exercise the control of the Issuer due to other legal restrictions (“**Change of Control**”). If the Change of Control occurs the Issuer undertakes to redeem Bonds from the Investors following Section 8.4 (Extraordinary Early Redemption).
- (d) **Negative Borrowing.** Except for the borrowings, where both principal payments and interests are subordinated (maturity and payment after redemption of the Bonds), the interest rate of the subordinated borrowings may not exceed 15% (fifteen per cent) annually and except for the borrowings from the bank licensed to operate in the European Union for the purposes of the refinancing of the Bonds as set out in Section 8.8 (Establishment, Release and Enforcement of the Collateral). For the avoidance of doubt, the shareholders of the Issuer may provide loans to the Issuer, which are subordinated in relation to the principal and interest to the claims under this Base Prospectus (except for the Shareholders’ Loan Agreement as of 31 March 2021).
- (e) **Escrow Account.** The Issuer undertakes and pursuant to the Escrow Account Agreement to use (in any case with the advance authorisation of the Collateral Agent) any amount standing to the credit on the Escrow Account only for the following payments:
 - a. any payment for the services of the Šiauliai Bankas of the Escrow Account, also payments for the Escrow Account service to the respective bank;
 - b. payments for redemption of the Existing Bonds after the Issue of the respective tranche of the Bonds for the purposes stated in Section 9.2 (Reasons for the Offering and Private Placement and Use of Proceeds);

- c. payments to the Issuer's bank account after the Issue of the respective tranche of Bonds for the purposes stated in Section 9.2 (Reasons for the Offering and Private Placement and Use of Proceeds).

Payments from the Escrow Account to the Issuer's bank account, as indicated in Item c above may be done only, if the respective order of the Issuer to execute the transfer of funds is also confirmed by the Collateral Agent. The Collateral Agent must confirm such order to the bank and may not refuse to confirm, if (i) the Bonds under the respective Final Terms have been issued and (ii) the LTV ratio meets the requirements of this Section VIII (Bond Terms). Funds, payable to the Bank of the Escrow Account under Item a. shall be written off from the Escrow Account unilaterally by the Bank of the Escrow Account without any instructions of the Issuer and/ or Collateral Agent.

- (f) **LTV ratio.** The Issuer undertakes to ensure that until full redemption of the Bonds the Issuer's LTV ratio does not exceed 70% (seventy per cent). The LTV shall be calculated based on the following formula:

$$\text{LTV} = (\text{nominal amount of the outstanding Bonds less money on the Escrow Account}) / (\text{Value of the Property}) * 100\%$$

The Value of the Property shall be determined based on a real estate appraisal report not older than 12 (twelve) months.

- (g) **No cash withdrawal.** The Issuer undertakes not to make any payments (dividends, interest, etc.) to the Related Parties except for paying the development-related and management-related invoices related to the Project (at market conditions).
- (h) **Collateral over the Property.** In 30 (thirty) Business Days from the first Issue Date of the Bonds under this Base Prospectus (disregarding this, the Management Board will put its best endeavours to ensure that this term would be as short as practically possible), the Collateral in the form of a mortgage created under the Collateral Agreement is effective and registered with the relevant Land Register of the Republic of Latvia, in the amount corresponding to at least 130% (one-hundred and thirty per cent) of the maximum nominal value of the Bonds, issued before or at the same time with payments for the Bonds, simultaneously with a respective prohibition note in relation to the Property with the Land Register to alienate, donate, divide and encumber with rights *in rem*.
- (i) **Collateral over the Escrow Account.** The Issuer undertakes to ensure that on the first Issue Date of the Bonds under this Base Prospectus, the Collateral in the form of Pledge of Escrow Funds created under the Collateral Agreement is effective and registered (completed registration) with the relevant Contracts and Encumbrances Register of the Republic of Lithuania, in the amount corresponding to at least 130% (one-hundred and thirty per cent) of the maximum nominal value of the Bonds, issued before or at the same time with payments for the Bonds.

The Issuer may deviate from the covenants set forth in this Section upon the consent of the Majority Investors. Upon receiving the consent of the Bondholders in respect of a particular covenant it shall be deemed that the Bondholders waive their rights in respect of the Event of Default provided in Section 8.4 (Extraordinary Early Redemption).

8.7 Reporting Obligations

For as long as the Bonds remain not redeemed and valid, the Issuer shall make the following information available to the Investors:

- (a) annual audited financial statements, prepared in accordance with the Latvian Generally Accepted Accounting Principles (**GAAP**) or International Financial Reporting Standards (**IFRS**), including a profit and loss account, balance sheet, cash flow statement, shareholder's equity statement, explanatory letter, annual report and the auditors' report on those statements as required by applicable accounting requirements;
- (b) unaudited quarterly interim financial statements, prepared in accordance with Latvian GAAP or IFRS;

- (c) quarterly reports on performance of the financial ratio LTV set forth in Item (f) of Section 8.6 (Covenants of the Issuer) signed by all Management Board members of the Issuer;
- (d) information on other Covenants assumed by the Issuer: (a) Negative Borrowing; (b) Negative pledge; (c) Change of Control; (d) Disposal of Property;
- (e) information on adverse events materially affecting the Issuer's ability to comply with the Base Prospectus, which shall be provided to the Bondholders and to the Collateral Agent without undue delay of becoming aware of such events.

The Issuer shall supply all the information set out in this Section above as soon as it becomes available and:

- (a) in the case of the audited financial statements within 5 (five) months after the end of the reporting year;
- (b) in the case of the quarterly interim reports within 2 (two) months after the end of reporting quarter;
- (c) in the case of the quarterly report on the performance of the financial ratio, LTV set forth in Item (f) of Section 8.6 (Covenants of the Issuer), within 2 (two) months after the end of the reporting quarter, together with the interim report.

In case the Investors holding more than 50% (fifty per cent) of outstanding Bonds request additional documents evidencing the value of the Project detailed in Item (f) of Section 8.6 (Covenants of the Issuer), the Issuer within 30 (thirty) calendar days as of receipt of such request of the Collateral Agent, shall provide the following:

- (a) invoices received and accounted for within the last reporting period set forth in Item (c) of the first paragraph of this Section;
- (b) accounting documents with respect to other Costs of the Project that are the costs other than those stipulated in Item (a) above incurred by the Issuer; and
- (c) valuation report of the Property.

When the Bonds shall be admitted to trading on First North at any time, the First North rules will be applied to the Issuer's reporting obligations and the terms of this Section above shall be applied only to the extent it is not contrary to the mandatory provisions of the First North rules or the First North rules prescribe lesser requirements (e.g. if the First North rules require the Issuer to publish quarterly interim reports within 3 (three) months after the end of the reporting quarter but this Section requires the Issuer to publish quarterly interim reports within 2 (two) months after the end of the reporting quarter the Issuer shall publish quarterly interim reports within 2 (two) months after the end of the reporting quarter.

8.8 Establishment, Release and Enforcement of the Collateral

In order to secure the Secured Obligations, the Collateral Agreement shall be concluded between the Issuer and the Collateral Agent acting on behalf and for the benefit of the Bondholders:

- (a) over the Property, and registered with the relevant Land Register of the Republic of Latvia together with a prohibition note within 30 (thirty) Business Days from the first Issue Date under this Base Prospectus (disregarding this, the Management Board will put its best endeavours so that this term would be as short as practically possible); and
- (b) over the Escrow Funds, and registered with the relevant Contracts and Encumbrances Register of the Republic of Lithuania on the first Issue Date under this Base Prospectus.

The Collateral Agent shall take all actions that the Collateral Agent as the holder of the Collateral may reasonably take with the purpose to enforce a mortgage over the Collateral and Pledge of Escrow Funds according to the procedure provided for in the Collateral Agreements and applicable laws in case:

- (a) an Event of Default has occurred, including the Secured Obligations are not performed in accordance with their respective terms; and
- (b) the Bondholders' Meeting has adopted a decision to instruct the Collateral Agent to enforce the Collateral, except as set out in the second paragraph of Section 8.4 (Extraordinary Early Redemption).

Upon performing of its obligations and exercising its rights, the Collateral Agent shall act at its own discretion in the interests and on the account of the Bondholders collectively and generally (and not of any particular Investor) without having any independent interests of its own, other than those. The Collateral Agent has no deriving from this Section VIII (Bond Terms) and the Collateral Agent Agreement, and without any obligation to consider any interests or rights of the Issuer (other than those arising from applicable law) and the Issuer has no right to give any instructions to the Collateral Agent. The Collateral Agent is not a party to the legal relationship between the Issuer and the Investors and is under no circumstances liable for the performance of the obligations of the Issuer.

Unless specifically requested by the Collateral Agent, the Investors shall not have any right to give any instructions to the Collateral Agent and the Collateral Agent is under no obligation to request or follow such instructions, except for the instructions provided under this Section VIII (Bond Terms) by the Majority Investors. The Investors shall not have any independent power to enforce the Collateral or to exercise any rights or powers arising under the Collateral Agreement. Investors can exercise their rights in relation to the Collateral only through the Collateral Agent pursuant to this Section VIII (Bond Terms) and the Collateral Agent Agreement.

The Collateral Agent shall be entitled (but is not obliged under any circumstances) to request instructions, or clarification of any direction, from the Investors as to whether, and in what manner, the Collateral Agent should exercise or refrain from exercising any rights, powers and discretions with regard to the enforcement of the Collateral. Upon such request, the Investors shall give their instructions or clarifications to the Collateral Agent within the time period specified in the Collateral Agent's request for instructions or clarifications. The Collateral Agent may refrain from acting until the Majority Investors have provided the requested instructions or clarifications. The Collateral Agent may also refrain from acting in accordance with the instructions of the Majority Investors until it has received such indemnification or security as it may require for all costs, claims, losses, expenses (including, but not limited to, legal fees for services within the Republic of Latvia or in other jurisdictions) and liabilities which it will or may expend or incur in complying with such instructions.

The Collateral Agent is obligated to comply with the instructions submitted under the paragraph above unless such instructions, in the reasonable opinion of the Collateral Agent, may be contrary to this Section VIII (Bond Terms), the Final Terms, Collateral Agreement, Collateral Agent Agreement or applicable laws. Any such instruction from the Majority Investors will be binding upon all Investors unless this Section VIII (Bond Terms) foresee otherwise. The Collateral Agent shall not be liable to the Investors for acting (or refraining from acting) as described in this Section.

Upon the performance of its obligations and exercising its rights hereunder, the Collateral Agent shall have the right to use the services of third parties and to appoint third-party representatives. Notwithstanding such use or appointment, the Collateral Agent shall not be released from its responsibilities towards the Issuer and the Investors under the Collateral Agent Agreement and the Collateral Agent shall be personally liable to the Issuer and the Investors for the respective obligations. Furthermore, no additional fees and/or expenses shall be paid to the Collateral Agent as a result of such appointment by the Collateral Agent, except where the payment of expenses is set forth in the Collateral Agent Agreement (e.g., as in the case of appointing external lawyers).

It is acknowledged that the Collateral Agent, approved by the Investors, operates without actual control from the Issuer and has committed to act in the interests of the Investors. Hence, the Collateral Agent shall be liable for performing its duties hereunder as the principal obligor and

the Issuer is not able to (and therefore does not) guarantee or otherwise procure the performance by the Collateral Agent of its obligations.

The City Development Department of the Riga City Council has issued an administrative act allowing the Issuer to rearrange the borders in accordance with the Real Estate Joint Use Agreement, the Real Estate Joint Ownership Termination Agreement, and the Co-owner agreement. The Issuer is in the potential process of arranging a merger (rearranging of borders) of the ideal parts of the land plot currently in use by the Issuer, pursuant to the agreement on joint use of the property at Marijas iela 2, Riga, with the land plot located at Marijas iela 2A, Riga. Thus, the Collateral Agent is duly informed and understands the rearranging of borders of the Land Plots and has no claims regarding the rearranging of borders as well as upon the request of the Issuer will issue the consent to such merger, if requested. The Investors are also informed of this process and consent thereto and no further consent will be required by the Issuer or the Collateral Agent from the Investors in this respect.

At the request of the Collateral Agent or Issuer, any Investor, including through the Manager, shall provide the Collateral Agent or Issuer with any information and/or documents required by the latter for the purposes of identification of the Investor and/or for the performance of other obligations arising from this Section VIII (Bond Terms), the Collateral Agent Agreement, the Collateral Agreement, or from the applicable law.

The Issuer may terminate the Collateral Agent Agreement and conclude a new collateral agent agreement with a new collateral agent in case the existing Collateral Agent resigns or the Issuer exercises its right to terminate the Collateral Agent Agreement in accordance with this Section VIII (Bond Terms), the Collateral Agent Agreement or applicable law. The Issuer may unilaterally terminate the Collateral Agent Agreement, if the Collateral Agent has committed a breach of the documents of the Bonds (Collateral Agreements, Collateral Agent Agreement and Escrow Account Agreement) and if the Majority Investors approve such termination. The Collateral Agent may unilaterally resign from the position of the Collateral Agent by providing a 4 (four) months prior notice to the Issuer. In any case, the new collateral agent agreement shall be concluded on similar terms as the previous Collateral Agent Agreement, otherwise the new collateral agent agreement shall be approved by the Majority Investors as well. Changes to the Collateral Agent Agreement and/or change of the Collateral Agent are not grounds to materially amend the Collateral Agreement. In any case the Collateral Agent shall continue fulfilling its obligations as the Collateral Agent until a successor collateral agent has been appointed and agreement concluded with the successor collateral agent as well as the change of the Collateral Agent shall be implemented simultaneously with ensuring that the valid and enforceable Collateral is registered with the Land Register of the Republic of Latvia and the Contracts and Encumbrances Register of the Republic of Lithuania, as applicable in the name of the new collateral agent on the grounds of the amended Collateral Agreement, as applicable and necessary, and the Collateral shall continue to exist and remains valid and enforceable with the new collateral agent.

The Collateral Agent is not liable for any damages of any kind, unless caused by gross negligence or wilful breach by the Collateral Agent of its obligations under the Collateral Agent Agreement.

As the Land plot located at Marijas iela 2, Riga, Latvia, with cadastral No. 01000040002, is in use by the Issuer pursuant to the Real Estate Joint Use Agreement. On the date of this Base Prospectus, the agreement referred to therein requires amendments in relation to establishing access rights and clarifying the ownership status of the build-up on a separate section of the land plot, and the Issuer is in the process of concluding an agreement to the above effect. The agreement will also determine the use of this section of the land plot after the merger (rearranging of borders). The Collateral Agent is duly informed on the need for registration of access rights and has no claims or objections regarding the registration of access rights with the Land Register, and upon request of the Issuer will issue the required consent. It is considered that the Investors and the Collateral Agent are informed on this process and consent thereto and therefore no additional consents or instructions from the Investors are required for the Collateral Agent.

During the validity of the Base Prospectus and Bonds the Issuer will conclude lease agreements with future lessees of the Property. These agreements will require registration of the lessess' lease rights with the Land Register of the Republic of Latvia. Herewith the Collateral Agent is duly informed on the need for registration of lease rights and has no claims or objections regarding the registration of lease rights with the Land Register, and upon request of the Issuer will issue the required consent. The Investors are also informed on this process and consent thereto and no additional consents or instructions from the Investors are required for the Collateral Agent, except for the lease rights to Issuer's related parties, which relate to more than 20% (twenty per cent) of the gross leasable area, in which case the Collateral Agent before issuing the required consent for registration of lease rights shall receive the consent of the Majority Investors.

The Collateral Agent is also duly informed on the need for the establishment and entering into the Land Register of the Republic of Latvia of Security for the purpose of owning, erecting, maintenance and repairing of utility networks or other civil engineering works required for the management and servicing of the Property and has no claims or objections regarding their entering into the Land Register, and upon request of the Issuer, the Collateral Agent will issue the required consent. It is considered that the Investors and the Collateral Agent are informed on this process and consent thereto and therefore no additional consents or instructions from the Investors are required for the Collateral Agent.

During the validity of the Base Prospectus and Bonds the Issuer may acquire borrowings from the bank (new creditor), a licensed entity permitted to operate in the European Union, to refinance simultaneously all of the Bonds ("**Refinancing Borrowings**").

If under the terms of the Refinancing Borrowings the Issuer is required to provide the 2nd rank mortgage to secure such borrowings to the particular bank (new creditor as a lender) the Issuer and the Collateral Agent are permitted to register 2nd rank mortgage with the Land Register of the Republic of Latvia subject to conditions set out under the Terms of Issue.

The Refinancing Borrowings shall be used exclusively to fully refinance the Bonds no later than within 30 (thirty) Business Days from date when the Collateral Agent consented to the 2nd rank mortgage for the benefit of the refinancing of all of the Bonds. The Refinancing Borrowings shall be arranged via escrow account arrangement either the bank (new creditor) acting as the escrow agent, or another bank licensed to operate in the European Union acts as escrow agent.

If under the Refinancing Borrowing terms the Collateral is required to be released, then such release, duly executed by the Collateral Agent ("**Release Notice Date**") may take place under the following conditions:

- (a) funds (the amount of funds transferred into an escrow account fully cover all principal, interest, and penalty payments in relation to the Bonds as confirmed by the Depository or similar institution that deals with payment settlements to the Bondholders under the Terms of Issue) for redemption of all of the Bonds have been already transferred into an escrow account under control of the Issuer, the bank and the Collateral Agent;
- (b) funds in the escrow account shall be distributed only to:
 - a. the Bondholders for the purposes of the redemption of the Bonds, or
 - b. the bank (new creditor) when the Collateral for the benefit of the Bondholders in the name of the Collateral Agent is fully reinstated on the same terms and the 2nd mortgage on favour of the bank (new creditor) is deleted;
- (c) all other conditions for release of the funds to the Bondholders from the escrow account have been unconditionally and irrevocably fulfilled as confirmed to the Issuer and Collateral Agent by either the bank (new creditor) or the escrow agent; and
- (d) last condition precedent for disbursement of such funds to the Bondholders is the release of the Collateral and completed deletion of the 1st rank mortgage from the Land Register.

If the funds are not released from the escrow account to the Bondholders in 30 (thirty) Business Days from the Release Notice Date, then the funds in the escrow account shall be released to the bank (new creditor) after the Collateral shall be reestablished as described in this Base

Prospectus and the 2nd ranking mortgage to the bank (new creditor) is deleted by the Land Register.

If the Refinancing Borrowings are provided by a legal entity (new creditor) that is not a bank (a licensed entity permitted to operate in the European Union) or the redemption of the Bonds forms part of the Property acquisition then the 2nd mortgage in favour of the new creditor shall be registered after deposit of the funds (the amount of funds transferred into an escrow account fully cover all principal, interest, and penalty payments in relation to the Bonds as confirmed by the Depositary or similar institution that deals with payment settlements to the Bondholders under the Terms of Issue) into the escrow account with the escrow agent, which shall be a bank (a licensed entity permitted to operate in the European Union).

Herewith the Collateral Agent is duly informed of the possibility of the above and upon request of the Issuer will issue the required consents, and deletion requests and carry out necessary actions upon provision of respective documents and instructions. The Investors are informed of this process and consent thereto, will not bring any claims against the Collateral Agent in relation to the above, and confirm that no additional consents or instructions from the Investors are required for the Collateral Agent to act under for the purposes of Section 8.8 and release of the Collateral, or its reinstatement.

8.9 Application of the Proceeds from Enforcement of the Collateral

The proceeds from the enforcement of the Collateral shall be applied in the following order of priority:

- (a) as a first priority for the satisfaction and payment of all costs and expenses (including, without limitation, state duties, notary fees and valuation costs and fees) related to or arising from enforcement of the Collateral by the Collateral Agent within the limits set forth in the Collateral Agent Agreement, and, solely from the proceeds from the enforcement of the mortgage on the Property, the fees of the Collateral Agent within the limits set forth in the Collateral Agent Agreement;
- (b) as a second priority (after the full satisfaction, payment and deduction of all claims and amounts set forth in Item (a) above) – payment of the claims of the Investors arising out of the Bonds.

The Collateral Agent shall withhold the proceeds necessary for satisfying the costs, and expenses specified in Item (a) above and transfer the remaining proceeds to the Investors for satisfying their claims under Item (b) above as further specified in the paragraphs below. The Collateral Agent shall return the proceeds from the enforcement of the Collateral remaining after satisfying all claims under the first paragraph of this Section to the Issuer.

In case the proceeds remaining after satisfying the fees, costs, expenses, damages and claims under Item (a) of the first paragraph of this Section do not cover the claims under Item (b) of first paragraph of this Section in full, the claims arising from the Bonds shall be satisfied *pro rata*.

The Collateral Agent is not obliged to pay to the Investors or any other person any interest on the proceeds from the enforcement of the Collateral (whether deposited or not).

In case the Collateral Agent is required, under applicable laws, to withhold or pay any taxes in connection with payments to be made by the Collateral Agent hereunder, the amount to be paid by the Collateral Agent shall be reduced by the amount of respective taxes and only the net amount shall be paid by the Collateral Agent.

8.10 Rights of Bondholders

The Bondholders shall have the rights provided in this Section VIII (Bond Terms), Collateral Agent Agreement, and other documents regulating rights attached to the Bonds, as well as under the applicable laws.

The Bondholders shall have the following main rights:

- (a) to receive the Interest accrued;
- (b) to receive the Nominal Value and the Interest accrued on the Final Maturity Date, or if applicable, on the Early Maturity Date or Early Redemption Date;
- (c) to sell or transfer otherwise all or part of the Bonds only strictly following the Base Prospectus and applicable laws;
- (d) to bequeath all or part of the owned Bonds to the ownership of other persons (applicable only towards natural persons);
- (e) to pledge all or part of the owned Bonds;
- (f) to participate and vote in the Bondholders' Meetings or adopt the decisions related to the Bonds otherwise;
- (g) to initiate the convocation of the Bondholders' Meetings following the procedure and in cases provided for in this Section VIII (Bond Terms);
- (h) to adopt a decision to convene the Bondholders' Meeting following the procedure and in cases provided for in Section VIII (Bond Terms);
- (i) to receive a copy of the Collateral Agent Agreement, concluded between the Issuer and the Collateral Agent and the Collateral Agreement from the Collateral Agent;
- (j) other rights, established in the applicable laws, the Collateral Agent Agreement or in the articles of association of the Issuer.

None of the Bondholders shall be entitled to exercise any right of set-off against moneys owed by the Issuer in respect of the Bonds.

The rights of the Bondholders shall be executed during the term of validity of the Bonds as indicated in this Section VIII (Bond Terms) and applicable Latvian laws.

Without prejudice to other rights and obligations set out in this Base Prospectus, rights of the Bondholders, rights and obligations of the Collateral Agent being a representative of the Bondholders, are provided for in the Collateral Agent Agreement.

The regulations of the Bondholders' Meeting are provided for in Section 8.11 (Bondholders' Meeting). Disregarding this, the Investors may also adopt the needed decisions without holding a Bondholders' Meeting.

8.11 Bondholders' Meeting

This Section prescribes the procedure for the Bondholders' Meetings.

The right to convene the Bondholders' Meeting shall be vested in the Collateral Agent, the Bondholders who hold no less than 1/10 (one-tenth) of the Bonds, providing voting right in the Bondholders' Meeting and the Issuer. As a general rule, the Bondholders' Meetings are convened by a decision of the Collateral Agent. The Bondholders and Collateral Agent shall have the right to attend the Bondholders' Meetings. The Collateral Agent must attend the Bondholders' Meeting in cases when the Bondholders who hold no less than 1/10 (one-tenth) of the Bonds providing voting right in the Bondholders' Meeting approve such a need. The management board members of the Issuer acting jointly or the Issuer's authorised person may also attend the Bondholders' Meeting, unless the Bondholders who hold no less than 1/10 (one-tenth) of the Bonds providing voting right in the Bondholders' Meeting object thereto.

All expenses in relation to the convening and holding of the Bondholders' Meeting shall be covered by the Issuer.

A notice of convocation of the Bondholders' Meeting no later than 15 (fifteen) Business Days before the date of the Bondholders' Meeting shall be sent to each Bondholder via the emails provided to the Collateral Agent (if provided) and shall be published on the website of the Collateral Agent and Issuer and Nasdaq (if admitted to trading). The notice of convocation of the Bondholders' Meeting shall specify the details of the Issuer, ISIN of the Bonds, time, place and agenda of the meeting.

The Collateral Agent is obliged to ensure proper announcement on the convocation of the Bondholders' Meetings.

The Bondholders' Meeting may be convened without observing the above terms, if all the Bondholders, the Bonds held by which carry voting right in the Bondholders' Meeting, consent thereto in writing.

A Bondholders' Meeting may make decisions and shall be considered valid if attended by the Bondholders who hold more than 1/2 (one half) of the Bonds of the same issue (excluding the Bonds held by or for the account of the Issuer). After the presence of a quorum has been established, the quorum shall be deemed to be present throughout the Bondholders' Meeting. If the quorum is not present, the Bondholders' Meeting shall be considered invalid and a repeated Bondholders' Meeting shall be convened.

A repeated Bondholders' Meeting shall be convened after the lapse of at least 5 (five) Business Days and not later than after the lapse of 10 (ten) Business Days following the day of the Bondholders' Meeting which was not held. The Bondholders must be notified of the repeated Bondholders' Meeting not later than 5 (five) Business Days before the repeated Bondholders' Meeting following the order indicated above.

Each Bond carries 1 (one) vote. A decision of the Bondholders' Meeting shall be considered taken if more votes of all the Bondholders, having a voting right have been cast for it than against it, unless this Section VIII (Bond Terms) requires the approval of the Majority Investors. The voting rights of the Bondholders being Related Parties shall be capped to exercising 2/3 (two-thirds) minus one vote of all the Bonds at the relevant time in case Related Parties would hold at least 2/3 (two-thirds) of all the Bonds at the relevant time. The Bonds owned by Related Parties shall have priority over other Related Parties to exercise voting rights based on which the relevant Related Party acquired relevant Bonds first meaning that the Related Party may exercise voting rights in relation to the first in time (the exact number is determined each time when voting rights are to be exercised and is equal to the 2/3 (two-thirds) minus one of all the Bonds at the relevant time) of the total number of the Bonds acquired by the Related Parties, and in relation to the remaining Bonds the Related Parties shall not exercise voting rights.

The Collateral Agent shall chair the Bondholders' Meeting, unless that meeting decides otherwise. The meeting must also elect a secretary. Minutes of the Bondholders' Meeting shall be recorded. The minutes shall be signed in 2 (two) copies (to the Issuer and to the Collateral Agent) by the chairman and the secretary of the Bondholders' Meeting.

Decisions may also be adopted by the Bondholders outside of meetings in written form or by email, provided that required number of Bondholders for a quorum, as stated in this Section above, participate in the decision-making process. All of the Bondholders must be notified in writing, by email and/or other forms, as indicated in the fourth paragraph above, regarding the agenda and the proposed decisions. For clarification purposes, the provisions set forth in this Section shall apply, mutatis mutandis, to resolutions adopted outside meetings. Minutes shall be prepared of the decisions passed outside the meetings, containing the decisions adopted and stating their wording and the result of the votes. The minutes shall be signed by the Collateral Agent.

The decisions of the Bondholders' Meeting shall be published on the Collateral Agent's website as soon as possible after the meeting, without any delay, except for parts of the decisions that include confidential information.

The Bondholders' Meeting shall take the following decisions, which bind all the Bondholders:

- (a) to remove the Collateral Agent from its position and appoint a new collateral agent, which meets the requirements of the applicable laws and to also oblige the Issuer to terminate the contract with the existing Collateral Agent and to conclude the contract with the newly appointed collateral agent;

- (b) to indicate to the Collateral Agent that the violation committed by the Issuer is minor, thus, there is no necessity to take action regarding the protection of rights of the Bondholders;
- (c) to approve the enforcement measures in respect of the Issuer's failed commitments to the Bondholders, suggested by the Issuer. This decision shall be adopted by the Majority Investors;
- (d) to adopt other decisions which according to their essence and the applicable laws are assigned to the competence of the Bondholders' Meeting;
- (e) to amend this Section VIII (Bond Terms) in accordance with Section 8.12.

Resolutions passed at the Bondholders' Meeting shall be binding on all Bondholders of the same issue, except in cases where the decision of the Bondholders' Meeting provides instructions to the Collateral Agent to execute certain actions.

Disputes regarding the decisions, adopted in the Bondholders' Meetings shall be settled in the state courts of the Republic of Latvia.

8.12 Amendments

Unless Section VIII (Bond Terms) provides otherwise, the Issuer may change Section VIII (Bond Terms) only with the prior consent of the Investors as outlined in this Section 8.12 (Amendments).

The Issuer can initiate amendments on its own or through the Collateral Agent. To apply for the amendments, the Issuer or Collateral Agent shall notify the Investors directly or when the Bonds are included in First North, via the Nasdaq Riga information system, specifying at least the following information:

- (a) a description of the changes applied for;
- (b) a justification of the necessity of the changes applied for;
- (c) the date when the list of Investors eligible to vote is fixed;
- (d) the term within which an Investor can support or reject the offered amendments;
- (e) instructions concerning notification about the support or rejection of the amendments and the procedure for filling in the voting questionnaire;
- (f) notification that an Investor willing to cast a vote shall notify the Issuer and Collateral Agent within the term specified in the application, which is certified by a postal seal, signature on receipt or notification (letter or email) from the Investor's custodian bank. If the Investor does not notify the Issuer or Collateral Agent thereof within the term specified in the application, the Investor shall be deemed as rejecting the amendments;
- (g) contact details of the Issuer and/ or the Collateral Agent to be used for notifications (telephone number for inquiries, email or address for sending filled in and signed questionnaires, list of representative offices and/ or branches of the Issuer and/ or Collateral Agent where Investors can submit the questionnaires in person);
- (h) other information including a fee to the Investors for approving the amendments for deciding upon granting the consent or refusal to accept amendments to the Issuer.

The list of Investors shall be required from the Depository as of the date falling to the 5th (fifth) Business Day after the amendments have been sent to Investors directly or when the Bonds are included in First North, via the Nasdaq Riga information system.

The term allowed to Investors for voting may not be shorter than 14 (fourteen) calendar days after the information about the proposed amendment has been sent to the Investors directly or if Bonds are included in First North, via Nasdaq Riga information system.

Investors shall submit signed questionnaires with their decision to the Issuer or Collateral Agent by a deadline set in the application of the proposed amendments. The amendments are deemed to be approved if the Majority Investors have voted in favour of the amendments. The Bonds owned by the Issuer are not eligible to participate in the voting and the Related Parties shall have capped voting rights, meaning that in case Related Parties would hold at least 2/3 (two-thirds) of all the Bonds at the relevant time the Related Parties may only exercise 2/3 (two-thirds) minus one vote of all the Bonds at the relevant time. The Related Parties shall have

priority over other Related Parties to exercise voting rights based on which the relevant Related Party acquired the relevant Bonds first meaning that the Related Party may exercise voting rights in relation to the first in time (the exact number is determined each time when voting rights are to be exercised and is equal to the 2/3 (two-thirds) minus one of all the Bonds at the relevant time) of the total number of the Bonds acquired by the Related Parties, and in relation to the remaining Bonds the Related Parties shall not exercise voting rights.

The Issuer or Collateral Agent shall count the received votes and notify the Investors of the results of the voting within one Business Day after the deadline for submitting the questionnaires by sending the relevant announcement to the Investors directly or if the Bonds are included in First North, by publishing it via the Nasdaq Riga information system.

If the accepted changes pertain to the specifications of the Bonds and/or Interest calculation method, as well as the procedure of Coupon payments and/ or repayment of the Nominal, the Issuer shall inform the Depository about the aforementioned changes according to the regulation determined in the Depository's rules. If the Issuer offers Investors a fee for approving the amendments and the amendments are approved, the Issuer transfers the fee amount to the account stated by an Investor in the questionnaire or through the Depository in accordance with the procedure established by the Depository not later than 20 (twenty) Business Days after the amendments come into force.

8.13 Force Majeure

The Issuer shall be entitled to postpone the fulfilment of its obligations if performance is not possible due to the continuous existence of any of the following circumstances:

- (a) action of any authorities, war or threat of war, rebellion or civil unrest;
- (b) disturbances in postal, telephone or electronic communications which are due to circumstances beyond the reasonable control of the Issuer, and that materially affect operations of any of the Issuer or the Depository;
- (c) any interruption of or delay in any functions or measures of the Issuer, as a result of fire or other similar disaster;
- (d) any industrial action, such as a strike, lockout, boycott or blockade affecting materially the activities of the Issuer even if it only affects part of the employees of any of them and whether any of them is involved therein or not; or
- (e) any other similar force majeure which makes it unreasonably difficult to carry on the activities of the Issuer.

In such instances, the fulfilment of the obligations may be postponed for the period of existence of the respective circumstances and shall be resumed immediately after such circumstances cease to exist, provided the Issuer shall put best efforts to limit the effect of the above referred circumstances and to resume the fulfilment of their obligations, as soon as possible.

IX. Terms and Conditions of the Offering

9.1 Interest of Natural and Legal Persons Involved in the Offering

Save for commissions to be paid to the Manager, fees for the Certified Advisor, legal advisors and Collateral Agent if any, so far as the Issuer is aware, no person involved in the Offering of the Bonds has an interest material to the Issue/Offering, nor any conflicting interests.

9.2 Reasons for the Offering and Private Placement and Use of Proceeds

This Base Prospectus is designated for the Offering and Admission of the Issuer's Bonds in the amount of up to EUR 50,000,000.

The Bonds are issued based on the decision of the shareholders of the Issuer (i.e. Novira SIA and Evernord Fund) dated 3 May 2024. The Offering programme shall be executed based on the decision of the Management Board, dated 3 May 2024. The decisions by which each Tranche of the Bonds shall be issued shall be specified in the Final Terms.

The purpose of the Offering and Admission is to raise capital to (i) refinance Existing Bonds; (ii) finance fitout of the Project; and (iii) working capital needs of the Issuer.

If in respect of a particular Tranche of the Bonds, there will be another identified use of the proceeds, this will be stated in the relevant Final Terms.

The expenses of the Offering of the Bonds mainly consist of the commission to be paid to the Manger in connection with the Offering of the Bonds, and the fees to be paid to the Certified Advisor, legal adviser, and Collateral Agent. To the knowledge of the Issuer the total expenses in connection with the Offering should not exceed 1.5% of total Nominal Value of the Bonds.

Investors shall bear all costs and fees charged by the respective credit institutions or investment brokerage firms through which they submit their Subscription Orders. These costs and fees include, but are not limited to expenses, which are related to the opening of securities accounts with the credit institutions or investment brokerage firms, as well as commissions charged by the credit institutions or investment brokerage firm in relation to the execution of the Investor's purchase or selling orders of the Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer shall have no obligation whatsoever to compensate the Bondholders for any such expenses.

9.3 Exchange of Existing Bonds

Within the Subscription Period of the First Tranche the Issuer may offer to all Investors holding the existing bonds of the Issuer (ISIN: LV0000802551 with maturity on 30 May 2024) ("**Existing Bonds**") to exchange the Existing Bonds with the Bonds, as specified in the Final Terms.

The Subscription Period for the exchange of the Existing Bonds with the Bonds shall match the subscription period of the 1st tranche of the Bonds and not be shorter than 10 (ten) Business Days. The exchange ratio shall be one-to-one and any number of the Existing Bonds may be used for the exchange.

The Investor shall indicate in the Subscription Order the number of the Existing Bonds used for the exchange with the Bonds and duly inform the relevant custodian (a credit institutions or an investment brokerage firm holding the Existing Bonds on behalf of the Investor) on approval to the proposed exchange of the Existing Bonds, which in turn shall inform the Depository on the total number of the Existing Bonds to be exchanged with the Bonds and Investors who requested the exchange.

By submitting a Subscription Order for the exchange of the Existing Bonds with the Bonds, each Investor shall authorise and instruct the credit institution or investment brokerage firm operating the Investor's securities account to immediately block the total number of the Existing

Bonds to be exchanged with the Bonds on the Investor's securities account until the settlement for the transaction is completed or until the Existing bonds are released.

The number of the Existing Bonds on the Investor's securities account to be blocked shall be equal to the total number of the Existing Bonds to be exchanged with the Bonds. An Investor may submit a Subscription Order only when there is a sufficient number of the Existing Bonds on the Investor's securities account. If the number of the Existing Bonds which are blocked is insufficient, the Subscription Order shall be deemed valid only in respect to the amount of a sufficient number of the Existing Bonds that are on the Investor's securities account.

Provisions set out in this Section IX (Terms and Conditions of the Offering) of the Base Prospectus in relation to the Subscription Orders and Sections 9.99.13 (Procedure and dates for payment for the Bonds), 9.14 (Allotment of the Bonds to the Investors), 9.15 (Confirmations and Information about the Results), 9.16 (Cancellation or suspension of the Offering) and 9.17 (Settlement and Delivery) shall be applicable *mutatis mutandis* to the exchange of the Existing Bonds with the Bonds, taking into consideration that settlement for exchange is done through (*Delivery versus payment* ("DVP") method.

If any additional provisions are to be applied to the exchange procedure, these will be specified in the Final Terms for the Offering of the relevant Tranche.

9.4 Rights to Participate in the Offering

The Offering shall be addressed to retail investors and institutional investors in the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia. The Issuer together with Manager may also offer the Bonds in private placement(s) offering(s) to institutional investors and retail investors in certain Member States of the EEA and to other selected investors in each case pursuant to an exemption under Article 1 of the Prospectus Regulation.

The Issuer may contract third party distributors (financial institutions) for the purposes of the Offering. In such case the Issuer shall include relevant information regarding such distributors will be included in the relevant Final Terms.

In the case of subscription via the Issuer and Manager, only such prospective investors will be eligible to participate in the Offering who at or by the time of placing their Subscription Orders (before the end of the Subscription Period) have opened securities accounts (or have the securities accounts opened by their nominee) with a financial institution of their choice that is licensed to open securities accounts.

In the case of subscription via a financial institution, only such prospective investors will be eligible to participate in the Offering who at or by the time of placing their Subscription Orders (before the end of the Subscription Period) have opened securities accounts (or have the securities accounts opened by their nominee) with a financial institution of their choice that is licensed to provide such services within the territory of the Republic of Latvia, of the Republic of Lithuania or of the Republic of Estonia.

In the case of an Auction, it might be prescribed in the Final Terms that Subscription Orders may only be submitted through financial institutions that are members of Nasdaq Riga.

In the case of Subscription via Nasdaq CSD Latvian SSS participants located in Estonia in the Final Terms might be prescribed that Subscription Orders may only be submitted through financial institutions that are participants of the Nasdaq CSD Latvian SSS participants located in Estonia.

The Offering is not addressed to investors who are Russian or Belarussian nationals, or to natural persons residing in Russia or Belarus. The latter shall not apply to nationals of Member States of the European Union or natural persons holding a temporary or permanent residence

permit in a Member State of the European Union. The Offering is also not addressed to investors that is a legal person, entity or body established in Russia or Belarus.²

9.5 Subscription periods

The Subscription Period will be indicated in the Final Terms. Nonetheless, all Subscription Period times and dates referred to in the Final Terms may be adjusted by the Issuer, in consultation with the Manager, if deemed necessary for the successful completion of the Offering and the Admission. In particular, the Issuer upon recommendation from the Manager, may extend the Subscription Period for the Bonds, based on monitoring the market. An extension of the Subscription Period will result in the postponement of the Issue Date of the Bonds, as well as in the postponement of the date of Admission of the Bonds on the First North. Information of any changes in the above dates shall be published on the website of the Issuer and the Manager.

Where required by law, any changes in the Offering dates should be published in the form of updated Final Terms. Information of any change of the dates should be published no later than on the date preceding the last day (according to the new timetable) of the acceptance of the Subscription Orders.

All Tranches of the Bonds issued under the Base Prospectus will constitute the same Bond issue and the Bondholders will have the same property and non-property rights.

9.6 Subscription procedure

The Issuer and Manager shall make a decision on settlement method to be applied (*Delivery versus payment* (“**DVP**”) and/or *Free of Payment* (“**FOP**”)) for each Tranche. Applicable settlement methods will be indicated in the relevant Final Terms.

The Offering of each Tranche may be done via FOP settlement method, and in such a case prospective investor may be required to submit Subscription Orders directly to the Issuer or Manager.

The Offering of each Tranche may be done through an auction facilitated by Nasdaq Riga and/or Depository (“**Auction**”) in accordance with specific rules of the Bond Subscription Process for the relevant Tranche.

The Investors wishing to subscribe/purchase the Bonds shall submit their Subscription Orders to acquire the Bonds at any time during the Subscription Period. At the time of placing the Subscription Orders, the Investors shall be required to make a binding and irrevocable instruction for depositing the Bonds in a securities account maintained in their name.

All Subscription Orders shall be a binding and irrevocable commitment to acquire the allotted Bonds, with the exceptions stated below. By submitting a Subscription Order, each Investor shall be considered to have entered into an irrevocable and binding (subject to this Base Prospectus) contractual arrangement with the Issuer whereby the Investor undertakes to: (i) acquire the number of Bonds at the offered terms specified in the Subscription Order, and (ii) to pay the Issue Price for such Bonds in the amount specified in the Final Terms or in the Confirmation under this Base Prospectus (if applicable and if the final Issue Price of the respective tranche of Bonds is not established in the Final Terms).

By placing a Subscription Order, each Investor will be deemed to have read this Base Prospectus, the Issuer’s Articles of Association and accepted their content, as well as have read the Final Terms of the respective Tranche and its summary, consented to be allotted a lower number of Bonds than the number specified in such an investor’s Subscription Order or

² The prohibitions imposed in accordance with Article 5e and 5f of Regulation (EU) No. 833/2014 (as amended by Council Regulation (EU) No. 2022/328 and 2022/394) and Article 1x and 1y of Regulation (EC) No. 765/2006 (as amended by Council Regulation (EU) No 2022/398)

to not being allotted any Bonds at all, pursuant to the terms and conditions of the Offering. Each Investor will be deemed to have become acquainted with the marketing material.

While submitting the Subscription Order the investor authorizes the Depository, Nasdaq Riga, the Issuer and the Manager to process, forward and exchange information on the investor's identity and the contents of the respective Investor's Subscription Order before, during and after the Offering Period.

An Investor will be allowed to submit a Subscription Order either personally or via a representative whom the investor has authorized (in the form required by law) to submit the Subscription Order. More detailed information concerning the identification of Investors, including requirements concerning documents submitted and the rules for acting through authorized representatives, can be obtained by Investors from the entities accepting Subscription Orders.

Any consequences of the form of a Subscription Order for the Bonds being incorrectly filled out will be borne by the Investor.

In the case of Subscription via the Depository's participants located in Estonia, the Issuer in the Final Terms may prescribe that Subscription Orders may only be submitted through financial institutions that are participants of the Depository's located in Estonia.

The treatment of Subscription Orders in the allocation is not determined on the basis of which institution or person they are made through.

The total amount of the Bonds to be acquired and indicated in each Subscription Order shall be stated in the respective Final Terms.

If any additional provisions are to be applied to the Subscription procedure to a separate Tranche of the Bonds, these will be specified in the Final Terms for the Offering of the relevant Tranche.

9.7 Place of Subscription

Subscriptions shall be made using Subscription Order provided by the Manager and distributors (if any) and/or at the address (-es) indicated in the Final Terms and/or in accordance with the rules of the subscription process of Nasdaq Riga or Depository's participants, in case their technical means are used for the Subscription.

The total amount of the Bonds to be acquired and indicated in each Subscription Order shall be for at least the Minimum Investment Amount. The procedure for submission of the Subscription Orders will be specified in the Final Terms if any additional information shall be provided.

The Subscription Orders shall be submitted substantially in the form and under the procedure as set forth in this Base Prospectus and relevant Final Terms.

Investors may choose to submit the Subscription Orders:

- through a financial institution of their choice that is a member of Nasdaq Riga or has relevant arrangements with a member of Nasdaq Riga if, an Investor wishes to use DVP settlement ("**DVP settlement**");
- by the Issuer's email noviraplaza@novira.lv or by Manager's emails info@evernord.com respectively submitting the Subscription Orders signed with a qualified e-signature if, an Investor wishes to use FOP settlement ("**FOP settlement**").

In the case of Auction, the Issuer in the Final Terms may prescribe that Subscription Orders may only be submitted through financial institutions that are members of Nasdaq Riga or have relevant arrangements with members of Nasdaq Riga. In case of Subscription via Nasdaq CSD Latvian SSS participants located in Estonia, the Issuer in the Final Terms may prescribe that

Subscription Orders may only be submitted through financial institutions that are participants of the Nasdaq CSD Latvian SSS participants located in Estonia.

9.8 Private Placement Subscription Procedure

The Institutional Investors should contact the Manager for information on detailed rules governing the placement of Subscription Orders, in particular the documents required if an order is placed by a statutory representative, proxy or any other person acting on behalf of an Investor.

Institutional Investors that manage assets on behalf of third parties will be allowed to submit a combined order in favour of their customers, attaching a list of such customers.

In respect of the private placement of the Bonds Investors wishing to purchase the Bonds may become clients of investment services of any of the Manager and submit their Subscription Order directly to them.

9.9 Validity of Subscription Orders

The Subscription Order shall not be considered valid and shall not be processed in the following cases:

- (a) the purchase amount indicated in the Subscription Order is less than the Minimum Investment Amount; or
- (b) the Subscription Order has been received after the Subscription Period, unless the Issuer decides otherwise; or
- (c) the Issuer rejects the Subscription Order due to any other reasons as set forth in the Base Prospectus and the Subscription Order.

The Issuer has no obligation to inform the Investor about the fact that the submitted Subscription Order is invalid and the reason of invalidity, but the Issuer or Manager on the Issuer's behalf will notify the Investor about the rejection to allot the Bonds as prescribed below.

The Issuer may reject any of the Subscription Orders for whichever reason.

If any additional provisions are to be applied to the Subscription procedure to a separate Tranche Bonds, these will be specified in the Final Terms for the Offering of the relevant Tranche.

9.10 Withdrawal of the Subscription Orders

Subscription Orders for the Bonds of the respective Tranche may be withdrawn at any time until the end of the relevant Subscription Period, including when a supplement is made public concerning an event or circumstances occurring before the end of the relevant Subscription Period. The supplement to the Base Prospectus and/or the Final Terms will be published on the Issuer's website at <https://www.noviraplaza.lv/en/investor/>. The investor who has made a Subscription Order before the publication of the supplement may withdraw such Subscription Order by submitting a written statement to the institution where the Subscription Order has been made.

Where the Bonds are purchased or subscribed through a financial intermediary (either the Manager or other firms providing investment services to the investor), that financial intermediary shall inform the Investors of (i) the possibility of a supplement being published, (ii) the Investors' will be informed on the same day as when supplement to the Base Prospectus is published on the website of the Issuer, and (iii) assure that the financial intermediary would assist them in exercising their right to withdraw their Subscription Orders in such a case.

The above right of investors to withdraw their Subscription Orders shall only apply to the relevant Tranche and not to any other Tranches of Bonds under this Base Prospectus.

The repayments will be made (or the blocked funds will be released) in accordance with the Subscription Order within 3 (three) Business Days after making the statement on the Subscription cancellation. An Investor will be liable for the payment of all fees charged by the intermediary, used by the Investor for the Subscription of the Bonds in connection with the withdrawal of the Subscription Order.

9.11 Pricing

The Nominal Value and Issue Price shall be determined by the Issuer and shall be announced prior to the commencement of the Subscription Period. The nominal value of the Bond shall be at least EUR 1'000. The Issue Price of the respective Tranche Bonds will be determined by the Issuer taking into account the market demand for the Bonds of the respective Tranche and general market conditions at the time of the respective Tranche.

9.12 No assignment or transfer

Rights arising out of this Base Prospectus in relation to the subscription for the Bonds (including, without limitation, rights arising from any Subscription Orders or any acceptance thereof) are not assignable, tradable or transferable in any way and any assigned or transferred rights will not be recognised by the Issuer and will not be binding on the Issuer. There are no pre-emptive rights attached to the Bonds.

9.13 Procedure and dates for payment for the Bonds

DVP settlement (the Subscription Orders provided through a financial institution of the Investors' choice that is a member of Nasdaq Riga or has relevant arrangements with a member of Nasdaq Riga)

By submitting a Subscription Order, each Investor shall authorize and instruct the institution operating the Investor's cash account, which is connected to the Investor's securities account to immediately block the entire subscription amount on the investor's cash account. This block will remain in place until the payment for the allotted Bonds is completed or until the funds are released in accordance with this Base Prospectus. The subscription amount to be blocked will be equal to the Offer Price multiplied by the amount of the Bonds, the respective investor wishes to subscribe for. An investor may submit a Subscription Order only when there are sufficient funds on the cash account. If the blocked funds are insufficient, the Subscription Order will be deemed null and void to the extent funds are insufficient.

The Investors who have not been allotted any Bonds or whose Subscriptions have been reduced will receive reimbursements of the payment made upon placing the Subscription Order (or the blocked funds will be released) in accordance with instructions provided by each such Investor, as required under the procedures applicable in the investment firm or credit institution with which the Subscription Order has been placed. The reimbursement will take place (or the blocked funds will be released) within 10 (ten) Business Days as from the end of the Subscription Period or from the date of the publication of the supplement to this Base Prospectus on the cancellation of the Offering. The payments shall be returned (or the blocked funds will be released) without any reimbursement for costs incurred by the investors in the course of subscribing for the Bonds and shall be net of all transfer expenses and without interest.

FOP settlement (the Subscription Orders provided by the Issuer's email noviraplaza@novira.lv or by Manager's email info@evernord.com respectively submitting the Subscription Orders signed with a qualified e-signature)

Investors, whose Subscription Orders are partially or completely satisfied, shall be obliged to transfer the Issue Price, as indicated in the Confirmation, to the Escrow Account by the relevant Payment Date specified in the Final Terms, unless otherwise indicated in the Final Terms or in the Confirmation. This Issue Price is the amount payable for the Bonds. The details of the Escrow Account shall be provided in the Confirmation.

The Investors who have not been allotted any Bonds or whose Subscriptions have been reduced and that placed Subscription Orders and paid for the Bonds will get their payments back within 3 (three) Business Days as from the end of the Subscription Period or from the date of the publication of the supplement to this Base Prospectus on the cancellation of the Offering.

Payments for the Bonds are interest free.

9.14 Allotment of the Bonds to the Investors

On the next 3 (three) Business Days following the end of the Subscription Period or about that date the Issuer will decide whether to proceed with the Offering of the Bonds of a Tranche or cancel the Offering of the respective Tranche.

In case the Offering of the Bonds of a Tranche is cancelled, the Issuer will publish an announcement on its website as well as submit this information to the Bank of Latvia.

In case the Issuer decides to proceed with the Offering of the Bonds of a Tranche the following actions shall be taken on the next 3 (three) Business Days following the Subscription Period or about that date: the Issuer will establish the exact amount of the Bonds to be allotted with respect to each Subscription Order, for investors chosen FOP settlement method the Issuer or any of the Manager on behalf of the Issuer shall submit the Confirmations to each such Investor.

As a general principle, if the total number of the Bonds subscribed for is equal to or less than the number of the Bonds and the Issuer decides to proceed with the Offering of the respective Tranche of the Bonds, the Bonds will be allotted based on the Subscription Orders placed.

In case the total number of the Bonds subscribed for is higher than the number of the Bonds to be issued and the Issuer decides to proceed with the Offering and it is decided to reduce the Subscriptions placed, the Bonds may be allocated to them in an entirely discretionary manner of the Issuer.

The Issuer will not be obliged to allocate any Bonds to any Investors participating in the Offering. Furthermore, there will be no target minimum individual allotment to the Investors.

9.15 Confirmations and Information about the Results

In regards to investors that have chosen DVP settlement method after completion of the allotment, the investor shall receive a notification about partial or full satisfaction or rejection of the Subscription Order submitted by the Investor and the number of Bonds allotted to the Investor if any. In regards to investors that have chosen FOP settlement method at the latest by 16:30 on the last Business Day before the relevant Payment Date the Issuer or the Manager on behalf of the Issuer shall submit the Confirmation to each Investor.

Information about the results of the Offering of each Tranche (amount of the Bonds issued and an aggregate principal amount of the respective Tranche) shall be published on the Issuer's website www.noviraplaza.lv as well as at www.nasdaqbaltic.com if Admission has taken place.

9.16 Cancellation or suspension of the Offering

The Issuer may cancel the Offering of the Bonds of any Tranche at any time prior to the Settlement Date without disclosing any reason for doing so. The Issuer may also change the opening and closing dates of the Subscription Period, or decide to postpone the Offering of any of the Tranches. In such cases, the Issuer will provide new dates for the Offering at a later time.

The Issuer may cancel the Offering if the Issuer considers it impracticable or inadvisable to proceed with the Offering. Such reasons include, but are not limited to: (i) suspension or material limitation of trading in securities; (ii) sudden and material adverse change in the economic or political situation in Latvia or worldwide; (iii) a material loss or interference with the Issuer's business, or (iv) any material change or development in or affecting the general affairs, management, financial position, shareholders' equity or results of the Issuer's operations. In

such an event, Subscriptions for the Bonds that have been made will be disregarded, and any Subscription payments made will be returned (or the blocked funds will be released) without interest or any other compensation.

If the Offering is suspended, the Issuer may decide that the Subscriptions made and payments made (or the blocking of funds) will be deemed to remain valid, however, for no longer than 7 (seven) Business Days. In such a case, the investors will be allowed to withdraw Subscriptions made by submitting a relevant statement to that effect within 2 (two) Business Days after the report on the suspension is announced.

Any decision on cancellation, suspension, postponement or changes of the dates of the Offering will be published in a manner compliant with applicable regulations, as well as market practices in Latvia.

9.17 Settlement and Delivery

DVP settlement (the Subscription Orders provided through a financial institution of the Investors' choice that is a member of Nasdaq Riga or has relevant arrangements with a member of Nasdaq Riga)

The settlement of the Offering will be carried out by the Depository. The Bonds allocated to Investors will be transferred to their securities accounts through the "delivery versus payment" method pursuant to the applicable rules of the Depository simultaneously with the transfer of the payment for such Bonds to the Escrow Account. The title to the Bonds will pass to the relevant investors when the Bonds are transferred to their securities accounts. If an investor has submitted several Subscription Orders through several securities accounts, the Bonds allocated to such an Investor will be transferred to all such securities accounts proportionally to the number of the Bonds indicated in the Subscription Orders submitted for each account, rounded up or down as necessary. The settlement will take place on the Issue Date. All paid up Bonds shall be treated as issued.

FOP settlement (the Subscription Orders provided by the Issuer's email noviraplaza@novira.lv or by Manager's email info@evernord.com respectively submitting the Subscription Orders signed with a qualified e-signature)

The Bonds allocated to Investors will be transferred to their securities accounts through the "free of payment" method on the Issue date by the Issuer transferring the Bonds to the Investor's securities account indicated in the Subscription Order. For the purposes of settlement of the Bonds the Investors will be obliged to instruct their respective securities account managers before the Issue Date about the transfer of the Bonds, as indicated in section Settlement Method of the Subscription Order and of the Confirmation.

If an investor has opened a securities account with the Manger and is acting through the Manger with respect to the purchase of the Bonds, the settlement for the Bonds will be performed in accordance with the terms and conditions of the agreements concluded between the Manger and such investor.

X. Admission to Trading

The Issuer shall submit an application regarding the Admission of the Bonds to trading on First North. The decision on the Admission of the Bonds to trading on First North shall be adopted by the Board of Nasdaq. The Issuer shall implement all the measures, established in First North Rules, needed that the Bonds would be admitted to trading on First North.

The Management Board expects that the Bonds shall be admitted to trading on First North within 6 (six) months from the first Issue Date of the Bonds under this Base Prospectus.

The Issuer shall also put its best efforts to ensure that the Bonds remain admitted to trading on First North. The Issuer shall, following a listing or Admission to trading, take all reasonable actions on its part required as a result of such listing or trading of the Bonds.

The Issuer will cover all costs which are related to the Admission of the Bonds to First North. The Issuer does not intend to apply for admission of the Bonds to trading on regulated markets or equivalent markets.

XI. Taxation

The following is a general summary of certain tax considerations in the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia in relation to the Bonds. It is not exhaustive and does not purport to be a complete analysis of all tax consequences relating to the Bonds. Only the essential regulations of income taxation are described.

The Issuer emphasizes that the specific tax consequences shall depend on each specific case. The Bondholders shall note the tax legislation of their member state and of the Issuer's country of incorporation, Latvia, which may have an impact on the income received from the Bonds.

This Section is made in accordance with the existing regulatory enactments in force in the Republic of Latvia, Republic of Estonia and Republic of Lithuania at the time of the Base Prospectus. The Bondholders should note that the regulatory enactments may be amended in the future. Additionally, competent authorities may adopt regulatory enactments with retroactive effect, meaning that the regulatory enactment would govern historical tax relationships. This Section does not take into account or discuss the tax implications of any country other than the Republic of Latvia, the Republic of Lithuania and the Republic of Estonia.

The information provided in this Section is not to 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 Bonds applicable to their particular circumstances.

11.1 Republic of Latvia

This Sub-section is meant to give an overview of the tax regime applicable to the Bondholders in relation to the Republic of Latvia. The Republic of Latvia has concluded tax conventions on the avoidance of double taxation with many countries, under which more favourable tax treatment could be possible.

Therefore, if the Republic of Latvia has a valid tax convention with the country of the potential non-resident investor, it would be advisable to also read its provisions.

11.1.1 Natural persons

For tax purposes, an individual shall be considered a resident of the Republic of Latvia if he or she permanently resides in the Republic of Latvia, or he or she stays in the Republic of Latvia for more than 183 (one hundred eighty three) days within any 12 (twelve) month period, or he or she is a citizen of the Republic of Latvia employed abroad by the government of the Republic of Latvia government.

In case, an individual has close personal and economic relationships also with other countries, a tax treaty concluded between the Republic of Latvia and this country has to be taken into consideration as the relevant tax treaty may have specific provisions to determine the country of tax residence for the individual.

In accordance with the regulatory enactments (Law "On Personal Income Tax") interest income from the Bonds for individuals that are residents of the Republic of Latvia are subject to a 20% tax withheld by the Issuer at the time of disbursement. Income from the sale of the Bonds is subject to a 20% tax, but in this case, the tax is paid by the individual directly.

With regard to individuals that are not residents of the Republic of Latvia in accordance with the regulatory enactments (Law "On Personal Income Tax"), interest from publicly traded Bonds, as well as income from the sale of publicly traded Bonds shall not be taxed in the Republic of Latvia.

Regulatory enactments (Law "On Personal Income Tax") allows individuals that are residents of the Republic of Latvia to postpone the taxation of income derived from securities by using an investment account regime. Provided that the investment account regime is used at the

moment of receiving the respective financial income, the moment of taxation of the financial income held on an investment account is postponed until such income is withdrawn from the investment account (i.e., the amount withdrawn from the account exceeds the amount which had been previously paid into the account).

11.1.2 Legal persons

For tax purposes, a legal person is considered to be a resident of the Republic of Latvia if it has been established and registered or had to be established and registered in the Republic of Latvia in accordance with the laws of the Republic of Latvia. This also applies to permanent establishments of foreign companies in the Republic of Latvia.

In accordance with the regulatory enactments (Corporate Income Tax Law) payments for the Bonds in public circulation, received by legal persons that are residents of the Republic of Latvia are not subject to withholding tax. Corporate income tax shall be paid at the time of profit distribution. The corporate income tax rate applicable to gross distributable earnings is 20%.

Interest income on the Bonds, as well as gains from the sale of the Bonds of a permanent establishment of a legal person, is to be regarded as taxable income and is taxed at the time of the distribution of the profits.

In accordance with the regulatory enactments (Corporate Income Tax Law), interest income on the Bonds, as well as gains from the sale of the Bonds of legal persons that are not residents of the Republic of Latvia, is not taxable in the Republic of Latvia. This is unless the recipient is in a low tax or in a tax-free country or territory, as determined from time to time by the Cabinet of the Ministers (at the time of the Base Prospectus – Regulations of the Cabinet of Ministers of 27 June 2023 No. 333 "Regulations on low tax or tax-free countries and territories").

11.2 Republic of Lithuania

This Sub-section is meant to give an overview of the tax regime applicable to the Bondholders in relation to the Republic of Lithuania. The Republic of Lithuania has concluded tax conventions on the avoidance of double taxation with many countries, under which more favourable tax treatment could be possible. Therefore, if the Republic of Lithuania has a valid tax convention with the country of the potential non-resident investor, it would be advisable to also read its provisions.

Bondholders should consult their own tax advisors to understand the tax implications in their respective jurisdictions.

11.2.1 Natural persons

For tax purposes, an individual shall be considered a resident of the Republic of Lithuania if he or she permanently resides in the Republic of Lithuania, if his or her personal, social or economic interests are located in the Republic of Lithuania, or if he or she stays in the Republic of Lithuania for more than 183 (one hundred eighty three) days within a relevant tax period or at least 280 (two hundred eighty) days in two consecutive tax periods and at least 90 (ninety) days in one of these tax periods. This also applies to a citizen of the Republic of Lithuania who does not meet any of the aforesaid criteria but for whom remuneration for the work carried out abroad is paid or costs of living abroad are covered by the Republic of Lithuania or any of the municipalities thereof.

In case, an individual has close personal and economic relationships also with other countries, a tax treaty concluded between the Republic of Lithuania and this country has to be taken into consideration as the relevant tax treaty might hold specific provisions to determine a country of tax residence for the individual.

Interest from the Bonds and capital gain from the disposal of the Bonds earned by an individual that is a resident of the Republic of Lithuania is subject to personal income tax at progressive

tax rates of 15%, which applies on income not exceeding the established threshold, and 20%, which applies on income exceeding the threshold.

The threshold is equal to 120 state average monthly salaries (as established by the Parliament of the Republic of Lithuania on a yearly basis). This threshold applies to the total annual worldwide income of an individual other than employment and employment related income, dividends, management board and supervisory board member's remuneration, income from individual entrepreneurship, income received under copyright contracts from a person related to the individual through employment or similar relations, income received under civil service agreements by directors of small partnerships who are not the members thereof.

As an exemption in accordance with the regulatory enactments (Law "**On Personal Income Tax**") interest income from the Bonds for individuals that are not tax residents of the Republic of Latvia is subject to a 5% tax withheld by the Issuer at the time of disbursement if (i) individual receiving interest is a resident of European Union member state or European Economic Zone state; (ii) Bonds are not publicly traded; (iii) payment is made via the investment service provider including central securities depository; and (iv) issue of the Bonds is organised by investment service provider supervised by a competent authority supervising financial markets and participants thereof.

Capital gain from the sale of the Bonds is taxed at a 20% rate. The purchaser of the Bonds, if he or she is a tax resident of the Republic of Latvia, performs calculation and withholding of a tax on capital gain [i.e. a profit]. If no profit is derived from a sale transaction, the 20% tax is not withheld and no tax is paid. The double tax treaty provisions may stipulate a tax exemption in Latvia for a capital gain derived by a non-resident individual.

11.2.2 Legal persons

For tax purposes, a legal person is considered to be a resident of the Republic of Lithuania if it has been established and registered in the Republic of Lithuania in accordance with the legislation of the Republic of Lithuania.

Interest income on the Bonds, as well as gains from the sale of the Bonds of a permanent establishment of a legal person that is not resident of the Republic of Lithuania, is to be regarded as taxable income and is taxed the same as for the legal person that is a resident of the Republic of Lithuania.

Interest from the Bonds and gains from the sale of the Bonds earned by legal persons that are resident of the Republic of Lithuania is to be included in the taxable income of an entity and profit of such entity is to be taxed by corporate income tax at the rate of 15% (unless a reduced 0% or 5% corporate income tax applies to a small enterprise under the regulatory enactments (Law on Corporate Income Tax of the Republic of Lithuania)) under the general taxation rules applicable.

11.3 Republic of Estonia

This Sub-section is meant to give an overview of the tax regime applicable to the Bondholders in relation to the Republic of Estonia. The Republic of Estonia has concluded tax conventions on the avoidance of double taxation with many countries, under which more favourable tax treatment could be possible. Therefore, if the Republic of Estonia has a valid tax convention with the country of the potential non-resident investor, it would be advisable to also read its provisions.

Bondholders should consult their own tax advisors to understand the tax implications in their respective jurisdictions.

11.3.1 Natural persons

For tax purposes, an individual shall be considered a resident of the Republic of Estonia if he or she permanently resides in the Republic of Estonia, or he or she stays in the Republic of Estonia for at least 183 (one hundred eighty three) days within any 12 (twelve) month period.

In case, an individual has close personal and economic relationships also with other countries, a tax treaty concluded between the Republic of Estonia and this country has to be taken into consideration as the relevant tax treaty may have specific provisions to determine a country of tax residence for the individual.

Interest from the Bonds and capital gains from the disposal of the Bonds earned by an individual that is a resident of the Republic of Estonia are subject to personal income tax at a flat tax rate of 20%, including taxes on interest and capital gains.

As an exemption in accordance with the regulatory enactments (Law “**On Personal Income Tax**”) interest income from the Bonds for individuals that are not tax residents of the Republic of Latvia is subject to a 5% tax withheld by the Issuer at the time of disbursement if (i) individual receiving interest is a resident of the European Union member state or European Economic Zone state; (ii) Bonds are not publicly traded; (iii) payment is made via the investment service provider including central securities depository; and (iv) issue of the Bonds are organised by investment service provider supervised by the competent authority supervising financial markets and participants thereof.

Capital gain from the sale of the Bonds is taxed at a 20% rate. The purchaser of the Bonds, if it is a tax resident of the Republic of Latvia, performs calculation and withholding of a tax on capital gain [i.e. a profit]. If no profit is derived from a sale transaction, the 20% tax is not withheld and no tax is paid. The double tax treaty provisions may stipulate a tax exemption in Latvia for a capital gain derived by a non-resident individual.

11.3.2 Legal persons

For tax purposes, legal persons that are residents of the Republic of Estonia and permanent establishments of legal persons that are not residents of the Republic of Estonia are subject to corporate income tax upon distributing of profits meaning that the legal person that is a resident of the Republic of Estonia and the legal person that is not a resident of the Republic of Estonia acting through its permanent establishment registered in Estonia carrying out profit distribution has to pay income tax of the amounts distributed.

The corporate income tax rate applicable to gross distributable earnings is 20%.

Interest income on the Bonds, as well as gains from the sale of the Bonds of a permanent establishment of a legal person, is to be regarded as taxable income and is taxed at the time of the distribution of the profits.

ANNEX I – Form of the Final Terms

The following form will be used for defining the Final Terms.

**Final Terms dated [___]
SIA “Marijas 2”
Issue of EUR [___] Tranche No. [___] of Bonds due [___]
under the Programme for the Issuance of Bonds
in the total amount of up to EUR 50,000,000**

1. General Provisions

The terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions set forth in the Base Prospectus of the offering Programme of non-convertible secured and unguaranteed bonds (the “**Bonds**”) of SIA “Marijas 2” in the total amount of up to EUR 50,000,000 (“**Base Prospectus**”), which constitutes a base prospectus for the purposes of Regulation 2017/1129 as may be amended from time to time (“**Prospectus Regulation**”).

This document constitutes the Final Terms of Tranche No. [___] of the Bonds described herein for the purposes of Article 8(4) of the Prospectus Regulation and must be read in conjunction with the Base Prospectus.

These Final Terms constitute an inseparable part of the Base Prospectus and should at all times be interpreted and applied together with the Base Prospectus. Words and expressions used, which are defined in the Base Prospectus, shall have the same meanings in these Final Terms. In the event of inconsistency between the provisions of these Final Terms and provisions of the Terms, the Final Terms shall prevail.

Full information on the Issuer and the Offering of the Bonds is only available on the basis of the combination of these Final Terms and the Base Prospectus. However, a Tranche (issue) specific summary of the Bonds is annexed to these Final Terms.

The Issuer is responsible for the adequacy, accuracy and completeness of the information provided for in these Final Terms.

The Base Prospectus has been published on the Issuer’s website <https://www.noviraplaza.lv/en/investor/>.

The Bonds offered under these Final Terms shall be subject to the terms specified below.

General Information

- | | |
|---|-----------------|
| 1. Issuer: | SIA “Marijas 2” |
| 2. Securities to be issued: | Bonds |
| 3. Currency | EUR |
| 4. Tranche number | [●] |
| 5. Maximum Aggregate Nominal Value of the [●] tranche of Bonds: | EUR [●] |
| 6. Number of Bonds: | Up to [●] |
| 7. Nominal Value: | EUR [●] |
| 8. ISIN: | |

Issue, Subscription and Allotment

9. Issue Date: [●]2024
10. Payment Date: [●]2024
11. Subscription Period: [●]2024 at 10:00 – [●]2024 at 15:30 (EEST)
12. Issue Price of a Bond: [●]
13. Minimum Investment Amount: [●]
14. Procedure for submission of the Subscription Orders: [Investors might choose to submit the Subscription Orders:
- through a financial institution of their choice that is a member of Nasdaq Riga or has relevant arrangements with a member of Nasdaq Riga if Investors wants use DVP settlement;
 - by the Issuer's email noviraplaza@novira.lv or by Manager's email info@evernord.com respectively submitting the Subscription Orders signed with a qualified e-signature if Investors wants use FOP settlement]
15. Procedure for allotment of the Bonds and settlement: *[DVP and FOP]*
16. Bank, with which the Escrow Account (bank (investment) account of the Issuer to which the Issue Price of the Bonds shall be paid) is opened: Šiauliu bankas AB (BIC: CBSBLT26XXX)
17. Number of the Escrow Account (bank (investment) account of the Issuer to which the Issue Price of the Bonds shall be paid):
18. Information about exchange of the Existing Bonds with the Bonds: [The Investor shall indicate in the Subscription Order the number of the Existing Bonds used for the exchange with the Bonds and duly inform the relevant custodian (a credit institution or an investment brokerage firm holding the Existing Bonds on behalf of the Investor) on approval to the proposed exchange of the Existing Bonds, which in turn shall inform the Depository on the total number of Existing Bonds to be exchanged with the Bonds and Investors who requested the exchange.

The exchange of the Existing Bonds with the Bonds will be carried out as a corporate event in accordance with the applicable rules of the Depository within the Subscription Period.] / [Not applicable.]

Interest, Yield and Payments

19. Interest rate: 10% (fixed) annually, as described in Section 8.2 of the Base Prospectus.

Coupon for the period from [●] (including) until 30 May 2025 (excluding), shall be paid quarterly (with short first Interest period).

20. Interest Payment Dates

[●]

Record Date in regards to principal payments mean the Business Day preceding the due date for such payment.

21. Record Date:

Record Date in regards to interest payments mean the 5th (fifth) Business Day preceding the due date for such payment.

22. Yield to Maturity:

[●]

Redemption

23. Final Maturity Date:

30 May 2025

24. Redemption Price:

The sum of the Nominal Value of the Bond and the accrued Interest.

In the case of the Early Redemption Date, the Redemption Price to be paid to the Investor on the Early Redemption Date will equal the portion of the Nominal Value as indicated in the respective notification sent to the Investors in accordance with Section 8.3 of the Base Prospectus together with the unpaid Interest accrued up to the relevant Early Redemption Date (inclusive).

25. Early Redemption Date:

Anytime with a 30 (thirty)-day notice to the Investors and to the Collateral Agent, as provided for in Section 8.3 of the Base Prospectus.

26. Repayment Date of Principal Value: Final Maturity Date or, if applicable, Early Redemption Date or Early Maturity Date.

Other information

27. Collateral: (1) Mortgage of the Property; and (2) Pledge of Escrow Funds.

28. Collateral Agent: ZAB VILGERTS SIA, a private limited liability company established and existing under the laws of the Republic of Latvia, with registration No. 40203309933 and a registered address at Audēju iela 15 - 8, Riga, LV-1050, Latvia.

Contact details:

E-mail: latvia@vilgerts.com

Representative: Gints Vilgerts

29. Depository: Nasdaq CSD, SE.

30. Manager: Evernord UAB FMJ, with registration No. 303198227 and a registered address at Konstitucijos av. 15-90, Vilnius, Lithuania.

Contact details:

E-mail:

vismante.sepetiene@evernord.com

Representative: Vismantė Šepetienė

These Final Terms have been approved by the Management Board of the Issuer at its meeting on [...] May 2024.

Riga, [...] May 2024