

FIRST SUPPLEMENT TO THE BASE PROSPECTUS dated 13 January 2025

This first supplement (Supplement) is supplemental to, forms part of and must be read and construed in conjunction with, the Base Prospectus dated 17.04.2024 in respect to EUR 75 000 000 (seventy five million euro) Note Programme (Base Prospectus) and constitutes a supplement for the purposes of Article 23 of Regulation (EU) No. 2017/1129 (Prospectus Regulation).

Issuer: SIA Mintos Finance No.52, incorporated as a limited liability company and registered in the Republic of Latvia with the registration number 40203522007.

Property Entity: Bambus M Einfamilienhaus GmbH, a limited liability company with its corporate seat in Vienna Austria, registered with the commercial register (*Firmenbuch*) under FN 623600i.

Base Prospectus approved by the shareholder of the Issuer on 17.04.2024.

Base Prospectus approved by Latvijas Banka (NCA) on 02.05.2024.

GENERAL INFORMATION

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

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

The purpose of this Supplement is to amend the Base Prospectus by adding information on passporting to Portugal on page 1; as well as updating other information, including on Bonds' Documents, the Property Entity, the Subscription Agreement and the Transaction Documents in the section '*GLOSSARY*'; updating information on Mintos and Real Estate Securities in section '*1. GENERAL DESCRIPTION*'; adjusting information on regulatory risk in section '*2. RISK FACTORS*'; updating information on the operational process for each Real Estate transaction, and the description of the transactions in relation to the Notes and adding description of the 'Bond Purchase and Transfer Agreement' in sub-section 'THE TRANSACTION DOCUMENTS' in section '*4. TRANSACTION OVERVIEW*'; adding information on the Issuer's and the Property Entity's latest financial information in sections '*5. THE ISSUER*' and '*7. THE PROPERTY ENTITY*' accordingly; updating information on investment services and ancillary services Mintos provides in section '*6. MINTOS*'; updating information on the legal nature, jurisdiction and the applicable law of the Bonds and repayment and maturity in section '*8. THE BONDS*'; adjusting certain definitions and the condition '*8. INTEREST*' in section '*9. TERMS AND CONDITIONS OF THE NOTES*', updating information in section '*10. TAXATION*' and adjusting FINAL TERMS TEMPLATE in section '*11. APPLICABLE FINAL TERMS*'.



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

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

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

AMENDMENTS TO THE BASE PROSPECTUS

With effect from the date of this Supplement, the information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below, also whereby added text is printed in [blue and underlined](#) and/ or deleted text is printed in ~~red and strikethrough~~:

1) On page 1 of the Base Prospectus information shall be modified as follows:

i) In sixth paragraph one more country is added:

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

ii) First sentence of seventh paragraph shall be adjusted as follows:

During the validity period of this Base Prospectus the Issuer plans to request that the NCA provides competent authorities under the Prospectus Regulation in Bulgaria, Croatia, Republic of Cyprus, Denmark, Estonia, Finland, Greece, Hungary, Iceland, Ireland, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, ~~Portugal~~, Romania, Slovakia, Slovenia and Sweden with a certificate of approval attesting that this Base Prospectus has been drawn up following the Prospectus Regulation.

2) On pages 4 and 6 of the Base Prospectus definitions “*Bonds’ Documents*” “*Property Entity*” and “*Subscription Agreement*” are adjusted:

Bonds’ Documents

the Subscription Agreement, ~~and~~ Terms and Conditions of the Bonds, [and Bond Purchase and Transfer Agreement \(as described in section 4 TRANSACTION OVERVIEW\)](#).

Property Entity

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

Subscription Agreement

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

Transaction Documents

the Cooperation Agreement, Subscription Agreement, [Bond Purchase and Transfer Agreement](#) and any other document designated by the Issuer as a Transaction Document.

- 3) On pages 7 and 8 of the Base Prospectus in section '1. GENERAL DESCRIPTION' information shall be modified as follows:

i) Entire sub-section 'What is Mintos?' is replaced with the new wording:

Mintos is Europe's leading investment platform for earning regular passive income, with over €600 million in assets under management for more than 500 thousand registered users (as of 1 January, 2025). Authorized under MiFID (Markets in Financial Instruments Directive), Mintos enables users to build diversified portfolios of income-generating assets through both automated and manual investments. Mintos has earned multiple industry awards since its founding in 2014.

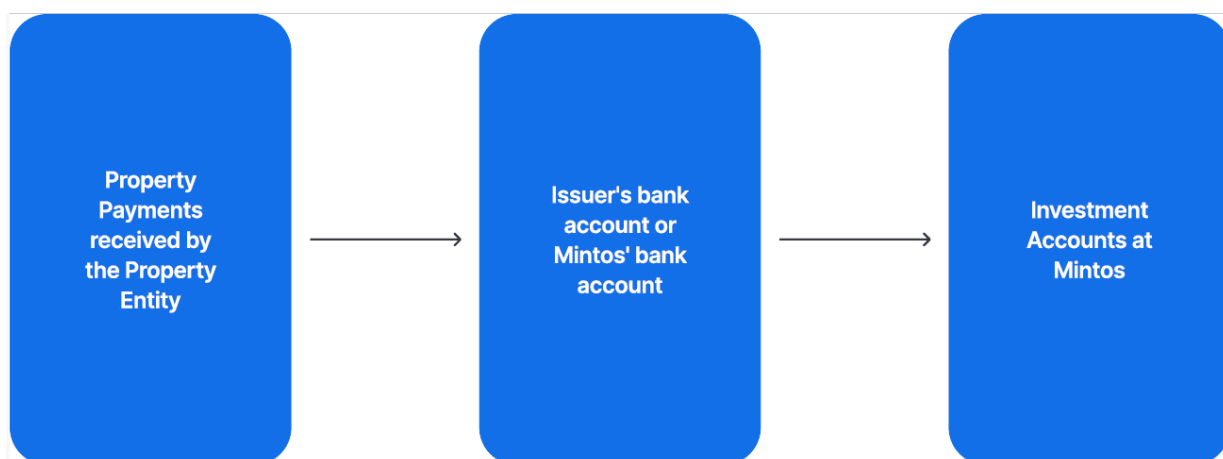
For more information, see section '6. MINTOS' of this Base Prospectus.

ii) Second paragraph of sub-section 'What are Real Estate Securities?' shall be modified:

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

iii) In sub-subsection 'The flow of funds for payments of Real Estate Securities' wording of the second sentence of the first paragraph shall be modified and existing image shall be replaced with a new image:

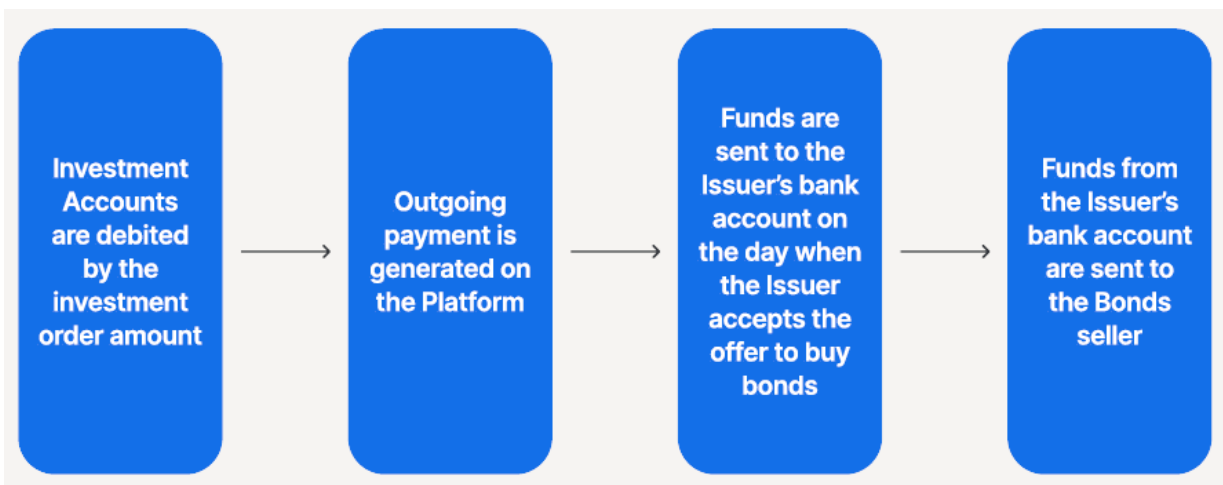
Successively, the Property Entity uses the Net Property Payments received by it to pay Bonds' Receivables ~~to the Issuer under the Bonds~~, which in turn makes payments under the relevant Series to the relevant Investor via Mintos.



v) Sub-subsection 'The flow of funds for investment in Real Estate Securities' shall be replaced in a whole with new wording and image:

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

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



- 4) On page 10 of the Base Prospectus in section '2. RISK FACTORS' sub-section 'RISKS SPECIFIC TO THE PROPERTY ENTITY' point '2. Regulatory risk' shall be modified as follows:

2. Regulatory risk

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

- 5) On pages 21 and 22 of the Base Prospectus in section '4. TRANSACTION OVERVIEW' point 5) of the main steps of the operational process for each Real Estate transaction shall be modified and a new point 5)¹ shall be added as follows:

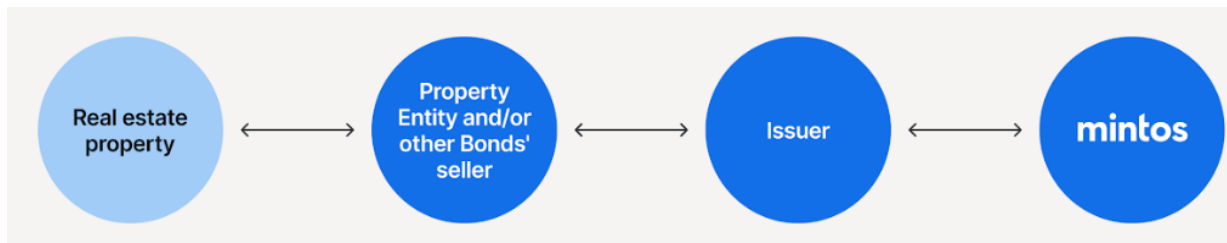
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5) if not enough Investors commit, the process may be cancelled, and the amounts that were reserved are released - the investments won't happen. But if enough Investors participate (at least half the total Bonds amount), Mintos will proceed further - it will debit funds from the Investors' accounts on Platform, Investors will receive Real Estate Securities on their financial instruments' accounts, Mintos will transfer the funds to purchase the Bonds. This funds' transfer will serve as the Issuer's payment for the Bonds, in accordance with the provisions of the Bonds' Documents~~and Mintos will transfer the funds as payment of the Issuer to the Property Entity for the Bonds. The payment will be made to a dedicated trustee that will hold those funds until the purchase of the share in the Real Estate is complete;~~

5)¹ if not enough Investors commit, the process may continue in the following way - the part of the Bonds will be acquired by the Bambus Group or other party agreed with Mintos which will afterwards have a possibility to offer this acquired part of the Bonds to the Issuer according to the Bonds Documents.

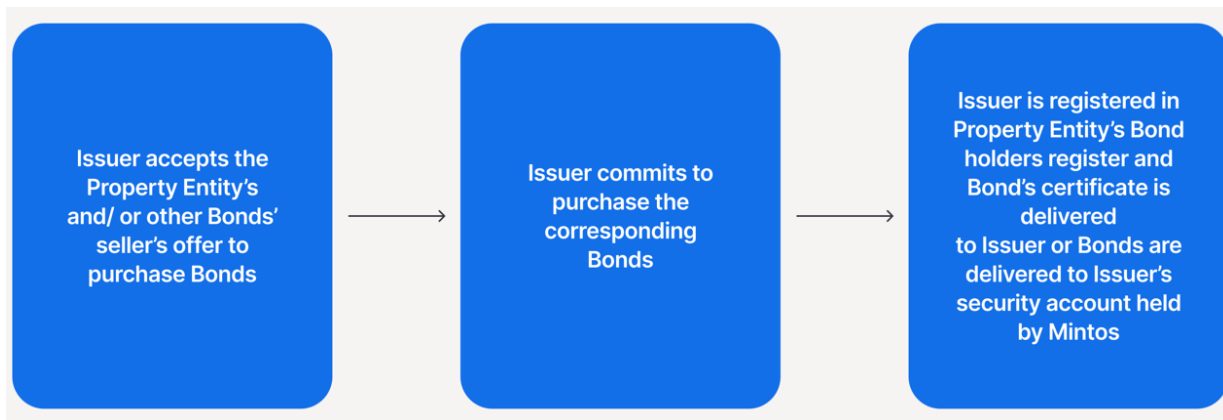
- 6) On page 22 of the Base Prospectus in subsection 'THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES' of section '4. TRANSACTION OVERVIEW' wording of the respective paragraph shall be modified and existing image shall be replaced with new one as follows:

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

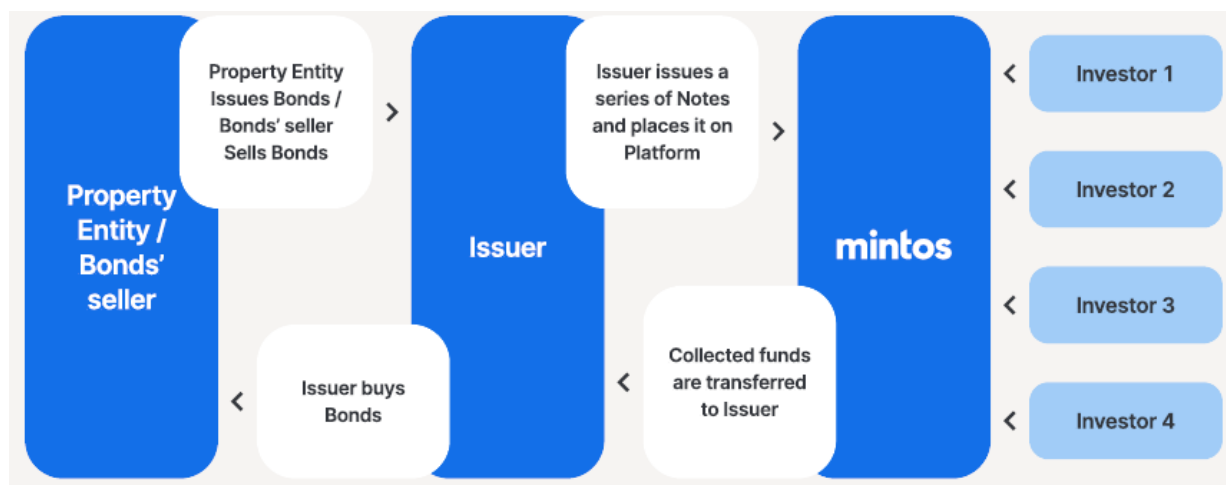


- 7) On pages 22 and 23 of the Base Prospectus in section '4. TRANSACTION OVERVIEW' wording of the first paragraph of sub-subsection 'Acquisition of Bonds by the Issuer' of sub-section 'THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES' shall be modified and also existing image under respective paragraph will be replaced as follows:

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



- 8) On pages 23 and 24 of the Base Prospectus in sub-subsection 'Issue of Real Estate Securities' of sub-section 'THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES' of the section '4. TRANSACTION OVERVIEW' the existing image shall be replaced with a new image and also second paragraph and first sentence of third paragraph shall be modified as follows:



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

In view of it being a possibility that the Bonds' purchase transaction between the Issuer and the Property Entity and/or other Bonds' seller does not close, i.e. the Issuer refuses the transaction and does not accept

the offer of the Bonds and does not pay the purchase price, the Issuer for that purpose has the right to cancel the Real Estate Securities' reservations at its own discretion at any time with no obligation to inform Investors about cancelling the reservations as well as the right to redeem the Real Estate Securities.

- 9) On page 25 of the Base Prospectus in section '4. TRANSACTION OVERVIEW' third paragraph and third sentence of the fourth paragraph of the sub-subsection 'Payments under the Real Estate Securities' of the sub-section 'THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES' shall be modified as follows:

The Interest specified in the Final Terms will begin to be calculated and accrue only from the day when the Issuer makes payment for the Bonds. ~~The Interest specified in the Final Terms will begin to be calculated and accrue from the first day when the Investor has acquired the Real Estate Securities from the Issuer and respective Real Estate Securities are booked by Mintos in the Investor's Investment Accounts.~~ There is no interest for the Investor's funds reservation period prior Real Estate Securities are booked in the Investor's Investment Account.

The interest and principal payment of the Bonds are such that the Bonds shall bear interest at the interest rate per annum on their nominal amount from the date indicated in the Subscription Agreement ~~Final Terms~~ and Bonds' interest shall be payable monthly subject to payments being made by the Property Entity to the Issuer in arrears on each interest payment date, commencing to accrue on the interest commencement date in accordance with the terms of the Subscription Agreement.

- 10) On page 28 of the Base Prospectus in section '4. TRANSACTION OVERVIEW' a new sub-subsection 'Bond Purchase and Transfer Agreement' shall be added after the sub-subsection 'The Subscription Agreement and other Bonds' Documents' of sub-section 'THE TRANSACTION DOCUMENTS' in respective wording:

Bond Purchase and Transfer Agreement

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

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

Mechanics of the agreement:

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

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

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

- 11) On page 30 of the Base Prospectus in section '5. THE ISSUER' sub-section 'Financial information' new links to the Issuer's latest financials to be added:

[Audited financials 2023](#)

[Unaudited financials 2024 Q3](#)

- 12) On page 31 of the Base Prospectus in section '6. Mintos' information in third paragraph shall be adjusted, including by adding one new bullet as first one to the existing list, and first sentence of the fourth paragraph shall be added by one more country as follows:

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

- reception and transmission of orders in relation to one or more financial instruments;

Mintos provides services in Latvia, France, Germany, Italy, Poland, Netherlands, Czech Republic, Belgium, Austria, [Portugal](#) and Spain.

- 13) On page 33 of the Base Prospectus in section '7. THE PROPERTY ENTITY' sub-section 'Financial information' link for unaudited financials for 2024 Q3 shall be added:

[Unaudited Financials Q3](#)

- 14) On page 35 of the Base Prospectus in section '8. THE BONDS' shall be modified as follows:

- i) Sub-section 'Legal nature, jurisdiction and the applicable law of the Bonds' shall be modified:



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

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

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

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

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

The currency of the Bonds will be euro.

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

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

~~The Property Entity intends to issue the Bonds according to the Bonds' Documents. The Bonds are bearer and any person or entity that holds the Bonds as per a bondholders register which is opened and maintained by the Property Entity has the right to receive Bonds' Receivables and the nominal payments thereunder. It is planned to issue the Bonds with nominal value of EUR 5 000 (five thousand euro) for one Bond and total nominal value of EUR 75 000 000 (seventy five million euro), in several series. Minimum subscription size for the Bonds is EUR 100 000 (one hundred thousand euro) with minimum step of EUR 1 000 (one thousand euro). The Bonds currency is euro.~~

~~The Bonds issues will be private, i.e. no public offering.~~

~~Neither the Subscription Agreement, nor other Bonds' Documents are a prospectus for the purposes of the Prospectus Regulation, and the Bonds' Documents have been prepared on the basis that all offers of the debt securities that are issued by the Property Entity according to the Subscription Agreement will be made pursuant to an exemption from the obligation to publish a prospectus under the Prospectus Regulation.~~

~~The Bonds are represented by the Bond certificate in each case all Bonds issued to a specific person.~~

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

ii) First and second paragraphs of sub-section '*Repayment and maturity*' shall be modified:

The nominal (face value) of one Bond is EUR ~~15-000~~ (one ~~five-thousand~~ euro), and the Property Entity will repay the nominal amount as a lump sum on the maturity date of the Bonds or earlier in accordance with conditions stated in the Subscription Agreement at an amount which is contingent on the sale price of the Property. According to the Subscription Agreement the maturity date when the Bonds shall be redeemed by the Property Entity is 10 (ten) to 25 (twenty-five) years.

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

a) 5.0% (five per cent) per annum over the principal amounts of each Bond held by the bondholder and

b) the proportion ~~funded by the bondholder~~ of the Net Property Payments for each Bond held by the bondholder.

15) On pages 36 and 38 of the Base Prospectus in section '9. TERMS AND CONDITIONS OF THE NOTES' definition "API" shall be excluded and definitions "Property Entity", "Bonds' Documents" and "Transaction Documents" shall be adjusted:

~~API: application programming interface to exchange and transmit information and data in a structured form between the Issuer and Mintos.~~

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

Bonds' Documents: the Subscription Agreement, ~~and~~ Items and Conditions of the Bonds, Bond Purchase and Transfer Agreement.

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

16) On pages 40 and 41 of the Base Prospectus in section '9. TERMS AND CONDITIONS OF THE NOTES' condition '8. INTEREST' shall be modified as follows:

8.1 Payment of Interest

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

8.2 Accrual of Interest

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

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

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

~~The Interest payable on any Interest Payment Date in respect of each Note is as follows:~~

~~$\text{Interest Rate} \times \text{Principal Amount Outstanding} \times \text{Day Count}^*$~~

~~*from the day when the Notes are purchased or from the day of the last Interest Payment Date, as the case may be, but not including the next Interest Payment Date, divided by actual calendar days in the interest period multiplied by the number of interest periods and by reference to a year of 365 days.~~

~~**Interest Rate means the same rate that in the respective period applies to the Bonds according to the Subscription Agreement. The rate 5% (five per cent) that will be indicated in the Final Terms is the most probable rate based on historical performance of the portfolio of Bambus Group for similar real estate properties, nevertheless there are provisions set out in the Subscription Agreement that may cause the rate to be different (higher or lower than mentioned 5%).~~

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

17) On pages 52 and 53 of the Base Prospectus in section '10. TAXATION' information shall be modified as follows:

i) Percentage in second and third paragraphs of sub-subsection '*Resident individuals*' of sub-section '*Taxation of individual Noteholders*' shall be adjusted:

Following the Latvian tax laws the interest income received by the individual tax resident in Latvia is subject to tax at the rate of ~~25.5~~20%. The interest income from the Notes for resident individuals will be subject to ~~25.5~~20% personal income tax that will be withheld by the Issuer before the Interest payment is made by the Issuer to the Noteholder. The tax withheld by the Issuer is a final tax liability on the interest income received.

The income from the sale of the Notes is treated as an income similar to the interest income for Latvian personal income tax purposes and will be subject to ~~25.5~~20% personal income tax and the tax is payable by the individual him/herself.

ii) Percentage in second and third paragraphs of sub-subsection '*Non-resident individuals*' of sub-section '*Taxation of individual Noteholders*' shall be adjusted:

An individual would be considered a non-resident of Latvia for taxation purposes in all cases unless he/she is a tax resident of Latvia. Interest income from the Notes received by the non-resident individual is subject to a 5% withholding tax rate for investors who invest as private persons and are tax residents of the EU/EEA. For other individual investors and those who have not confirmed tax residence and not investing as a private person ~~25.5~~20% withholding tax rate is applied. According to the general practice the tax withheld in Latvia might be deducted from the tax payable by the investor in his/her residence country (as tax paid abroad). However, we recommend consulting with the respective country's tax administration or tax adviser to clarify the procedure and documents required to perform such a deduction (if any).

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

The income from the sale of the Notes will be subject to ~~25.5~~20% tax and the tax would be payable by the individual him/herself, if the buyer of the Notes is an individual or legal entity non-resident of Latvia.

iii) Sub-subsection '*Non-resident legal entities*' of sub-section '*Taxation of legal entity Noteholders*' shall be entirely replaced with the new wording:

A legal entity would be considered a non-resident of Latvia for taxation purposes in all cases unless it is a tax resident of Latvia. The interest income and capital gains from the sale of the Notes for non-resident legal entities will not be taxable in Latvia (i.e. gross income will be paid), except if the income recipient is located, registered, or incorporated in a no-tax or low-tax country (so-called "tax havens"; if this is the case - 25.5% tax will be withheld by the Issuer in Latvia). The list of "tax havens" according to the Latvian law includes UK Anguilla, US Guam, US Samoa, US Virgin Islands, Russian Federation, Republic of Fiji, Republic of Palau, Republic of Panama, Independent State of Samoa, Republic of Trinidad and Tobago, Republic of Vanuatu. The list of mentioned countries and territories may be amended from time to time.

18) Certain information in the form of FINAL TERMS of the Base Prospectus in section '*11. APPLICABLE FINAL TERMS*' shall be adjusted as follows:

i) On page 54 respective wording shall be updated:

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

relating to the Bonds in [\[with ISIN code\]](#) or [\[the amount of\]](#):

[...]

issued by Bambus [M](#) Einfamilienhaus ~~M~~-GmbH (Austria) (the Property Entity) with respect to Property:

[details of the Real Estate as per Subscription Agreement [available on the website](#)]

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

ii) On page 55 point 1.1.11. shall be adjusted:

1.1.11.	Interest Accrual Periods:	Interest will start to accrue from the day when the Issuer pays for the Bonds, covering the period from the Bonds purchase date up to, but not including, the Interest Payment Date for the first Interest payment From the
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		Notes purchase date up to, but not including the Interest Payment Date for the first Interest payment. From the previous Interest Payment Date up to, but not including the next Interest Payment Date or the last Interest Payment Date
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RIGHTS OF WITHDRAWAL

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

RESPONSIBILITY

Section 'AMENDMENTS TO THE BASE PROSPECTUS' of this Supplement related to the amendments in the Base Prospectus sections '7. *THE PROPERTY ENTITY*' and '8. *THE BONDS*' are prepared according to the information provided by the Property Entity. As prescribed in the Base Prospectus section '3. GENERAL INFORMATION' the Property Entity accepts responsibility for the information contained in sections '7. *THE LENDING COMPANY*' and '8. *THE BONDS*'.

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