

Annex

SIA AE Consulting and *SIA EC finance* would have basis to lose the rights mentioned in the clarification, resulting from the company's shareholders agreement mentioned in the clarification, if in the unlikely event one of the following cases takes place:

- 1) in the cases specified in regulatory enactments or prospectus of securities issued and not yet redeemed by the company, the company has the obligation to redeem the company's securities before maturity by repaying investments and paying coupons to the securities holders of the company for the total amount exceeding EUR 3,000,000, and A. Evertovskis had not performed all reasonably envisaged actions to prevent the above case from occurring;
- 2) if a representative of *SIA L24 Finance* has been elected to the Supervisory board of the company and without his consent the Management board of the company has made a decision on a matter (referred to in the clarification), for which it was necessary to obtain the approval of the representative of *SIA L24 Finance*;
- 3) the company has a condition of the insolvency proceedings specified in regulatory enactments and it has not been cured within 30 (thirty) days after *SIA L24 Finance* has sent a written request;
- 4) the profit of the company for the calendar quarter in the amount of at least 45% is not distributed and is not paid in extraordinary dividends to the shareholders of the company by the last business day of the next calendar quarter, and the infringement is not prevented within 30 days after *SIA L24 Finance* has sent a written request;
- 5) the profit of the company for the reporting year is not distributed with the condition that the requirements set out in the company's prospectus for issued and outstanding securities are complied with, and is not paid in excess of the amount of extraordinary dividends paid for the reporting year no later than 20 (twenty) working days after the approval of the company's annual report, and the infringement is not prevented within 30 days after *SIA L24 Finance* has sent a written request;
- 6) the procedure for the distribution and payment of dividends to the shareholders of the company referred to in the previous two clauses is amended (changed) without the prior written consent of *SIA L24 Finance*;
- 7) the inheritance to the property belonging to A. Evertovskis has been revealed.