

## APPLICATION FOR NOTEHOLDERS' CONSENT

### ON ISSUING A PERMIT FOR ENCUMBRANCE OF A LAND PLOT

Riga, 18 June 2021

#### 1. Invitation to the Noteholders

On 8 August 2019, the shareholders' meeting of AS "SAKRET HOLDINGS", registration number: 40103251030 (hereinafter - **the Issuer**) approved the terms of the notes issue with regards to the stock company "SAKRET HOLDINGS" notes issue in the amount of EUR 3,790,000 (hereinafter - the **Terms**). In accordance with the list of securities specified in Annex No. 1 to the Terms, the Issuer's liabilities arising from the notes issue are secured by commercial pledges and mortgages on movable property and real estate of the Issuer's and its related companies'.

In accordance with the Terms and the provisions of the Collateral Agent Agreement concluded on 8 August 2019, SIA Primus Sporta 11 performs the duties and functions of the Collateral Agent provided for in the Terms, incl. accepts and holds for the benefit of the Noteholders the Collaterals in accordance with the Collateral Agreements.

The Issuer has approached the Collateral Agent with the information about a necessity to obtain Noteholders' consent for SIA "Sakret" to agree that in the land plot (with cadastral designation number: 8096 009 0050) owned by SIA "Sakret" and located at the real property "Ritvari" (registered in Stopiņu landbook folio No 100000028734) the following electronic communication network of SIA "Tet" (registration No.40003052786) is constructed pursuant to the electronic communication network installation and construction project that is designed and approved in the order established by the respective legal enactments: **installation of embedded optic communication cable with a total length of 106 m and with a protection zone of the area of 212 m<sup>2</sup> up to the object located at Kaudzīšu str. 57, Rumbula, Stopiņu municipality (cadastral designation number 8096 009 0009), and the optical network cable located in the soil with the total length of 0 m and protection zone with the area of 0 m<sup>2</sup>**, hereinafter – the Object, by establishing a land use rights restriction (encumbrance) for the benefit of SIA "Tet" (registration No.40003052786).

In order to enable implementation of the above referred actions SIA Primus Sporta 11 is obliged to receive a majority of the Noteholders' consent, i.e. in accordance with the provisions of the Collateral Agreements (the Pledge Agreement, included) and the Terms, consent of the Noteholders who own at least 51% of the remaining Notes must be obtained.

With this application, the Issuer is approaching the Noteholders with a request to express their consent to what is specified in clause 2 below.

#### 2. Description of the consent

The Issuer has inquired the Collateral Agent to give consent to the following actions:

2.1. Consenting to the construction project of the Object and to establishing restrictions to the land use rights (encumbrances) for the benefit of SIA "Tet" (registration No. 40003052786) over the land plot (with cadastral designation number 8096 009 0050) owned by SIA "Sakret" and located in the real property "Ritvari", in Rumbula, Stopiņu municipality (registered in Stopiņu landbook folio No 100000028734). Purpose of the encumbrance – installation of the embedded optic communication network cables of SIA "Tet" (with a total length of 106 m and with a protection zone of the area of 212 m<sup>2</sup> up to the object located at Kaudzīšu str. 57, Rumbula, Stopiņu municipality (cadastral designation number 8096 009 0009);

2.2. issuance of the consents that are due from the Collateral Agent as the holder of the mortgage for the purpose of registration of the respective encumbrances with the appropriate real estate registers (cadaster register, landbook etc).

#### 3. Noteholders' meeting and voting procedure

In accordance with the procedure provided for in Article 5.4 of the Terms, in cases when it is necessary to ascertain the opinion of the Noteholders, this shall be ascertained by convening a meeting of the Noteholders.

Collateral agent hereby announces that **meeting of AS SAKRET HOLDINGS noteholders will take place on 29 June 2021, from 16.30 until 17.00**. Location of the meeting – office of the Collateral agent

at Sporta str. 11, Riga. In order for the Noteholder to be able to participate and to vote at the meeting, the noteholder will have to present a valid identity document (passport or ID card).

Only those Noteholders who on **22 June 2021 (the record date)** will be included in the list of Noteholders, which the Issuer will request the next working day following publication of the application on the Nasdaq Riga stock-exchange website (<https://nasdaqbaltic.com> in the section "Bonds" in the information on the bonds issued by the Issuer), will be entitled to participate in the meeting and express their views, that is, to vote for the consent pursuant to this application.

The Noteholders will express their opinion using voting questionnaires. The voting questionnaire is attached to this announcement as Annex No.1.

The Collateral agent is offering also a possibility for noteholders to vote remotely. In order to take advantage of this opportunity, the noteholders are invited to send a completed voting questionnaire by end of business day of 29 January 2021 either as a personally signed paper form document by post to the legal address of the collateral agent (SIA Primus Sporta 11, Sporta 11, Riga, LV-1013), or by e-mail ([zane.eglite.fogele@walless.com](mailto:zane.eglite.fogele@walless.com)), having signed the questionnaire with a secure electronic signature.

The Noteholder shall fill in the Noteholder's voting questionnaire in paper form, indicating the requested information about the Noteholder. If the Noteholder agrees that the Collateral Agent expresses the consent specified in Clause 2 of the Application, the Noteholder shall choose the voting option "for" and underline or circle it accordingly. If the Noteholder does not agree that the Collateral Agent expresses the consent indicated in Clause 2 of the Application, then the Noteholder shall choose the voting option "against" and underline or underline it accordingly. If neither the voting option "for" nor the voting option "against" is selected in the Noteholder 's voting questionnaire, or both voting options are selected, then the Noteholder shall be deemed to have voted against giving the consent specified in the Application.

If the Noteholder is a natural person, then the Noteholder's voting questionnaire must be signed either by the Noteholder personally or by an authorized person. If the Noteholder is a legal entity, the Noteholder's voting questionnaire must be signed by the Noteholder 's official (or officials) duly authorized and whose right of representation is registered with the relevant commercial register authority, or by another person duly authorized by the Noteholder.

Only those Noteholder' voting questionnaires that will be received during the Noteholders' meeting or on the day of the Noteholders' meeting will be taken into account when determining the Noteholder ' votes for or against the consent provided in this Application. Noteholder ' voting questionnaires submitted after the date of the meeting will not be considered.

If the Noteholder does not participate in the meeting announced by the Collateral Agent or does not provide his / her opinion on the issues specified in this application within the terms specified here, then the relevant Noteholder will be deemed to have voted "against".

#### **4. Final information**

Unless defined otherwise in this application, terms and expressions used in this application in capital letters shall have the meanings assigned to them in the Terms.

Questions and other information regarding this application should be addressed to the following representative of the Collateral Agent:

Zane Eglīte – Fogele  
SIA Primus Sporta 11  
Sporta Street 11, Riga, LV-1013, Latvia

Email address: [zane.eglite.fogele@walless.com](mailto:zane.eglite.fogele@walless.com)

On behalf of the Collateral Agent

Ingūna Ābele

Member of the Board of SIA Primus Sporta 11

