

SERIES PROSPECTUS

DEMETER INVESTMENTS B.V.

(incorporated with limited liability in the Netherlands, having its statutory seat in Amsterdam with its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam registered with the Dutch Chamber of Commerce)

Series 2018-10

EGP 200,000,000 Secured Repackaged Notes due 2018

issued under the Secured Note Programme

Issue Price: 92.3160 per cent. per nominal amount of Notes equal to the Calculation Amount, which will be converted into USD 13,053.73 for Note issuance and settlement purposes

This document is a series prospectus (the "**Series Prospectus**"), prepared for the purposes of Article 5(1) of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU, the "**Prospectus Directive**"). This Series Prospectus contains information relating to the above notes (the "**Notes**") issued by Demeter Investments B.V. (the "**Issuer**"), incorporated with limited liability in the Netherlands, having its statutory seat in Amsterdam. The Series Prospectus should be read in conjunction with the documents incorporated by reference in the "Documents Incorporated by Reference" section herein, including the relevant sections of the base prospectus dated 14 September 2017 (the "**Base Prospectus**") relating to the Secured Note Programme (the "**Programme**") of the Issuer which has been approved by the Central Bank of Ireland (the "**Central Bank**"). Unless defined herein, terms defined in the Base Prospectus have the same meanings in this Series Prospectus.

This Series Prospectus constitutes a "prospectus" for the purposes of the Prospectus Directive.

This Series Prospectus has been approved by the Central Bank, as competent authority under the Prospectus Directive. The Central Bank only approves this Series Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange plc for the Notes to be admitted to the Official List (the "**Official List**") and trading on its regulated market. There can be no assurance that any such listing will be obtained, or if obtained, will be maintained.

References in this Series Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the regulated market of the Irish Stock Exchange plc and have been admitted to the Official List. The regulated market of the Irish Stock Exchange plc is a regulated market for the purposes of the Directive 2014/65/EU (as amended, "**MiFID II**").

Any investor based in a Member State of the European Economic Area shall be required to purchase a principal amount of the Notes at least equal to EUR 100,000 or its equivalent in any other currency.

Arranger and Dealer

Credit Suisse International

The date of this Series Prospectus is 15 February 2018

This Series Prospectus should be read in conjunction with, the Base Prospectus (see the section entitled "*Documents Incorporated by Reference*" below). This Series Prospectus includes particulars for the purpose of giving information with regard to the issue by the Issuer of the Notes.

The Issuer accepts responsibility for the information contained in this Series Prospectus. To the best of the Issuer's knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Series Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Issuer, having made all reasonable enquiries, confirms that this Series Prospectus contains all information with respect to the Issuer and the Notes that is material in the context of the issue and offering of the Notes, the statements contained in it relating to the Issuer are in every material respect true and accurate and not misleading, the opinions and intentions expressed in this Series Prospectus with regard to the Issuer are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, there are no other facts in relation to the Issuer or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Series Prospectus misleading in any material respect and all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

The Arranger, the Dealer, the Trustee, Link Corporate Trustees (UK) Limited (the "**Co-Trustee**") and the Agents have not separately verified the information contained in this Series Prospectus. None of the Arranger, the Dealer, the Trustee, the Co-Trustee or the Agents makes any representation, express or implied, or, to the fullest extent permitted by law, accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Series Prospectus or for any other statement made or purported to be made by the Arranger, the Dealer, the Trustee, the Co-Trustee or the Agents or on its behalf in connection with the Issuer or the issue and offering of the Notes. Each of the Arranger and the Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Series Prospectus or any such statement.

No person has been authorised to give any information or to make any representation other than those contained in this Series Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Arranger or the Dealer (as defined in "*Overview of the Programme*" within the Base Prospectus). Neither the delivery of this Series Prospectus nor any sale of Notes made in connection therewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date of this Series Prospectus or the date upon which this Series Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date of this Series Prospectus or the date upon which this Series Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The language of the Series Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under the applicable law.

Offering and Sale

The distribution of this Series Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Series Prospectus comes are required by the Issuer, the Arranger and the Dealer to inform themselves about and to observe any such

restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**") and are issued in bearer form that are subject to U.S. tax law requirements. Notes may not be offered, sold or delivered within the United States or to any person who is (a) a U.S. person (as defined in Regulation S under the Securities Act), (b) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are Non-United States persons), or (c) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934). For a description of certain restrictions on offers and sales of Notes and on distribution of this Series Prospectus, see "*Subscription and Sale*" within the Base Prospectus.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available at any time to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available from the above date to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

This Series Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Arranger or the Dealer to subscribe for, or purchase, any Notes.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Risks

Prospective purchasers of Notes should have regard to the factors described under the section headed "*Risk Factors*" in this Series Prospectus. This Series Prospectus does not describe all of the risks of an investment in the Notes. Neither this Series Prospectus nor any financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger, the Dealer, the Trustee, the Co-Trustee or the Agents that any recipient of this Series Prospectus or any other financial statements should purchase the Notes.

Prospective purchasers of Notes should conduct such independent investigation and analysis regarding the Issuer, the security arrangements and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Prospective purchasers of Notes should have sufficient

knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Series Prospectus and the merits and risks of investing in the Notes in the context of their financial position and circumstances. None of the Arranger, the Dealer, the Trustee, the Co-Trustee or the Agents undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Series Prospectus or the term of any Notes issued nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger, the Dealer, the Trustee, the Co-Trustee or the Agents. The risk factors identified in this Series Prospectus are provided as general information only and the Arranger and the Dealer disclaim any responsibility to advise purchasers of Notes of the risks and investment considerations associated therewith as they may exist at the date hereof or as they may from time to time alter.

TABLE OF CONTENTS

| | Page |
|--|------|
| RISK FACTORS | 1 |
| DOCUMENTS INCORPORATED BY REFERENCE..... | 13 |
| ISSUE TERMS | 15 |
| SCHEDULE 1 TO THE ISSUE TERMS: ADDITIONAL CONDITIONS | 23 |
| DESCRIPTION OF THE ORIGINAL COLLATERAL OBLIGOR..... | 28 |
| GENERAL INFORMATION | 29 |

RISK FACTORS

The investment considerations set out below are not exhaustive. There may be other risk factors that a prospective investor should consider that are relevant to its own particular circumstances or generally. More than one investment risk may have a simultaneous effect with regard to the value of the Notes and the effect may not be predictable. In addition, more than one investment risk may have a compounding effect and no assurance can be given as to the effect that any combination of investment risks may have on the value of the Notes. Prior to investing in any Notes, prospective investors should carefully consider the following factors, in addition to the matters set forth elsewhere in this Series Prospectus, and take their own legal, financial, accounting, tax and other relevant advice as to the structure and viability of any investment in the Notes.

The risk factors set out below should be read in addition to those set out in pages 19 to 68 of the Base Prospectus and, in the event of any inconsistency, the risk factors set out below will prevail. Such risk factors are risk factors that are material to the Notes in order to assess the market risk associated with them or which may affect the Issuer's ability to fulfil its obligations under them. None of the Issuer, the Arranger or any Dealer is in a position to express a view on the likelihood of any contingency highlighted by a risk factor occurring.

GENERAL

No fiduciary role

None of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties or any of their respective affiliates is acting as an investment adviser or as adviser in any other capacity, and none of them (other than the Trustee and Co-Trustee under the Trust Deed) assumes any fiduciary obligation to any purchaser of Notes or any other party, including the Issuer.

None of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties assumes any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any issuer or obligor of any Collateral or the terms thereof or of the Egyptian Pledge.

Investors may not rely on the views of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties for any information in relation to any person.

No representations

None of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties makes any representation or warranty, express or implied, in respect of:

- 1) any Collateral or in respect of any information contained in any documents prepared, provided or filed in respect of such Collateral with any exchange, governmental, supervisory or self-regulatory authority or any other person;
- 2) any issuer or obligor of any Collateral or in respect of any information contained in any documents prepared, provided or filed by or on behalf of such issuer or obligor with any exchange, governmental, supervisory or self-regulatory authority or any other person; or
- 3) the Egyptian Pledge or in respect of any information contained in any documents prepared, provided or filed in respect of such agreement with any exchange, governmental, supervisory or self-regulatory authority or any other person.

None of the Arranger or the Dealer(s) makes any representation or warranty, express or implied, in respect of the Issuer or in respect of any information contained in any documents prepared, provided or filed by or on behalf of the Issuer.

RISKS RELATING TO NOTES GENERALLY

Limitations on claims against the Issuer

The Notes are solely obligations of the Issuer and neither Credit Suisse International nor the Original Collateral Obligor (as defined herein) has any obligation to the Noteholders for payment of any amount due in respect of the Notes. The Issuer is a special purpose vehicle established, *inter alia*, for the purpose of issuing the Notes. The Notes are limited in recourse to the Mortgaged Property which includes, *inter alia*, the Issuer's rights in respect of the Original Collateral (if any). Other than the Mortgaged Property, there are no other assets of the Issuer available to meet any outstanding claims of the Secured Creditors, including the Noteholders, and Noteholders will bear any shortfall *pro rata* to their holdings of the Notes.

Additionally, there is no guarantee that all claims which arise against the Issuer will be on a limited recourse and non-petition basis, in particular claims arising from parties which have no direct contractual relationship with the Issuer and/or which may arise if the directors of the Issuer act in breach of the covenants that the Issuer has granted in relation to the Notes. If those claims which are not limited in recourse arise and are successful, the amount available to the Issuer to pay Noteholders may be reduced because of such claims. This risk is mitigated by the existence of security over the assets of the Issuer relating to the Notes against which the Trustee and the Co-Trustee should have priority against those other claims.

Not guaranteed

The Notes will be obligations solely of the Issuer and will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be obligations of, and will not be guaranteed by, the Trustee, the Co-Trustee, any Agent, the Arranger or the Dealer. During the life of the Notes, the Notes may trade below their nominal value. The Final Redemption Amount and any Early Redemption Amount are subject to the performance of the Original Collateral and are not guaranteed. Consequently, if there is little or no value in the Original Collateral, investors may receive significantly less than the principal amount invested, and even zero in certain circumstances.

Further, where a Non-Convertibility Adjustment Event occurs (meaning that it is generally impossible, impracticable or illegal for the Selected Conversion Entity (as defined in the Issue Terms) or the Issuer to convert any amounts that relate to payments due under the Notes or to transfer such amounts to the relevant recipient) and is continuing after 365 days following the date on which such amounts were to be converted or transferred, the Issuer's obligation to pay such amounts shall be replaced by an obligation to pay amounts to the Noteholders in EGP or, if that is not possible or commercially reasonable, the Issuer's obligation to pay such amounts shall be deemed to be fully discharged and investors will lose the entirety of their investment. In circumstances where it is not possible to pay amounts to the Noteholders in EGP or USD and consequently the investors receive zero, Credit Suisse International as Disposal Agent will retain all the rights, title and/or interests in and to the Collateral for its own account.

No Capital Protection

The Notes are not capital protected and are "capital at risk" investments. As the Notes do not provide for scheduled repayment in full of an amount at least equal to the issue or purchase price, investors may lose some or all of their investment. Noteholders are subject to the credit risk of the Issuer and the Custodian.

The Notes involve a high degree of risk, and prospective investors in the Notes should recognise that in case of the default of the Issuer, the Notes may under certain circumstances have a redemption value which may be substantially lower than the Issue Price. Prospective investors in the Notes should therefore be prepared to sustain a partial or total loss of the amount of their investment therein. None of the Issuer or the Calculation Agent or any of their affiliates or subsidiaries or any persons connected with any of them assumes any responsibility to Noteholders for the economic success or lack of success of an investment in the Notes.

The Notes are not deposits, and are not covered by any deposit insurance or protection scheme. In the event that a Non-Convertibility Adjustment Event occurs, investors may lose all of their investment – see the risk factor entitled "*Not guaranteed*" above.

Security

The Notes have the benefit of an English law governed security interest which is granted to the Trustee (for the benefit of the Secured Creditors) over all the Mortgaged Property.

The Notes also have the benefit of an Egyptian law governed security interest (the "**Egyptian Pledge**") which is granted to the Co-Trustee (for the benefit of the Secured Creditors) over the Collateral. Link Corporate Trustees (UK) Limited, pursuant to Clause 14.3 of the Principal Trust Deed, has been appointed the Co-Trustee to perform all of the trusts, powers, authorities, duties and discretion vested in the Trustee pursuant to the Principal Trust Deed solely in relation to the Egyptian Pledge.

The Collateral and any related cash in respect of such security arrangements will be held on a pooled basis in respect of the Series and not allocated to specified accounts.

Suspension of Payments

If the Calculation Agent determines that facts exist which may (assuming the expiration of any applicable grace period) amount to a Collateral Event (as defined below), for a period of ten Business Days following such determination (the "**Suspension Period**"), where the Maturity Date of the Notes would otherwise have occurred during such Suspension Period, no payment in respect of principal shall be made by the Issuer in respect of the Notes and the Calculation Agent shall give written notice to the Issuer, the Trustee, the Noteholders and the Issuing and Paying Agent of such determination. If, at any time during the Suspension Period, the Calculation Agent determines that a Collateral Event has occurred then the Notes shall redeem early pursuant to the Issue Terms. If, on the final Business Day of the Suspension Period, no such determination has been made then the amounts in respect of principal that would otherwise have been payable in respect of the Notes shall be due on the second Business Day after such final Business Day of the Suspension Period. Noteholders shall not be entitled to a further payments and/or compensation as a consequence of the fact that such payment is postponed.

Early Redemption of the Notes and Early Cash Redemption Amount

The Notes are subject, amongst other things, to the credit risk of the Original Collateral Obligor, the Custodian and to the market risk of the Collateral.

If, in respect of the Notes, (i) a Collateral Event occurs with respect to any Original Collateral, (ii) certain tax events occur with respect to the Notes or the Original Collateral, (iii) certain events occur which make it unlawful for the Issuer to perform certain obligations, comply with material provisions of agreements entered into in connection with the Notes or hold Original Collateral or (iv) certain Events of Default occur, each Note will fall due for redemption at an amount equal to its Early Cash

Redemption Amount and no payments in respect of principal in respect of such Notes will be due and payable.

The Early Cash Redemption Amount is an amount determined by Credit Suisse International (acting in its capacity as Calculation Agent) to be an amount per Note equal to that Note's *pro rata* share of the realised proceeds of the Original Collateral (following the conversion of any amounts not in the Specified Currency, and after deduction of any applicable taxes, transaction costs and the Issue Fee Amount) as at the day falling five Business Days prior to the Early Redemption Date.

Further, the payment of the Early Cash Redemption amount is subject to the occurrence of a Non-Convertibility Adjustment Event - see the risk factor entitled "*Not guaranteed*" above.

Prospective Noteholders must read and understand all the provisions herein that relate to the calculation of the Early Cash Redemption Amount before investing in the Notes. The Early Cash Redemption Amount payable in respect of a Note may be less than the issue price or the original purchase price of such Note and could be as low as zero.

An event may constitute a Collateral Event for these purposes even if it occurs prior to the Issue Date, provided that it occurs on or after the Initial Trade Date (as defined in the Issue Terms).

Issue Fee Amount

Investors should note that an Issue Fee Amount (as defined in the Issue Terms) is payable by the Issuer to the Dealer on the Maturity Date or Early Redemption Date (as applicable). As a result, the Final Redemption Amount or Early Redemption Amount (as applicable) will be less than would otherwise be the case.

Provision of information

Neither the Issuer nor the Dealer (i) has provided or will provide prospective purchasers of Notes with any information or advice with respect to the Original Collateral, the Original Collateral Obligor or the Custodian or (ii) makes any representation as to the credit quality of the Original Collateral, the Original Collateral Obligor or the Custodian. The Issuer and/or the Dealer may have acquired, or during the term of the Notes may acquire, non-public information with respect to the Custodian, the Original Collateral and the Original Collateral Obligor which will not be disclosed to Noteholders. The timing and limited scope of the information provided to Noteholders regarding the Original Collateral and the Original Collateral Obligor and the occurrence of a Collateral Event may affect the liquidity of the Notes and the ability of Noteholders to value the Notes accordingly. Neither the Issuer nor the Dealer is under any obligation to make such information, whether or not confidential, available to Noteholders.

No claim against the Original Collateral Obligor

The Notes will not represent a claim against the Original Collateral Obligor and, in the event of any loss, a Noteholder will not have recourse under the Notes to the Original Collateral Obligor.

In particular, Noteholders will not have:

- (a) the right to vote or give or withhold from giving any consent in relation to the Original Collateral Obligor;
- (b) the right to receive any coupons, fees or other distributions which may be paid by the Original Collateral Obligor to holders of the Original Collateral; or

- (c) the right to receive any information from the Original Collateral Obligor.

Accordingly, an investment in the Notes is not equivalent to an investment in the Original Collateral.

Trading Market for the Notes / Liquidity Risk

Under Normal Market Conditions, Credit Suisse International will endeavour to provide a secondary market for the Notes, but neither Credit Suisse International, the Issuer, nor any of their affiliates are under any legal obligation to do so. Upon investor demand Credit Suisse International may provide bid/offer prices for the Notes, depending on actual market conditions. There will be a price difference between bid and offer prices (spread).

There can be no assurance that a secondary market in the Notes will develop, or if it does develop, that it will provide holders of the Notes with any liquidity of investment or that it will continue for the life of the Notes. The Notes will not be listed on any securities exchange. Because other dealers are not likely to make a secondary market for the Notes, the price at which any investor may be able to trade the Notes is likely to depend on the price, if any, at which Credit Suisse International is willing to buy the Notes.

For these purposes, "**Normal Market Conditions**" means the absence of the following events: (i) there is a market disruption in the relevant markets, as determined by Credit Suisse International acting in good faith and in a commercially reasonable manner, or (ii) such failure results from war, an act of any Government or other competent authority, civil commotion, rebellion, storm, tempest, fire or any other cause beyond the reasonable control of Credit Suisse International.

Exchange rates and Exchange Controls

The value of the Notes will be calculated in EGP. Payments under the Notes will be made in USD. Accordingly, each Noteholder will bear the risk of any foreign currency exposure resulting from differences, if any, in the value of USD relative to the currency of the country in which the Noteholder resides or maintains its net worth. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than USD. These include the risk that exchange rates may significantly change (including changes due to a devaluation of USD or a revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to USD would decrease (i) the Investor's Currency equivalent yield on the relevant Notes, (ii) the Investor's Currency equivalent value of amounts in respect of principal payable on the relevant Notes and (iii) the Investor's Currency equivalent market value of the relevant Notes. The Egyptian government and monetary authorities may impose exchange controls such as restrictions on the remittance to foreign investors of the proceeds of their investment in Egypt and on the conversion of Egyptian currency into foreign currencies that could adversely affect an applicable exchange rate. As a result, it is not certain that such measures will not be instituted in the future which may lead to investors receiving smaller amounts in respect of principal than expected, or no amounts in respect of principal at all.

In addition, Noteholders bear the risk of foreign currency exposure resulting from fluctuations in the exchange rate between EGP and USD. Note issue proceeds in USD are initially converted into EGP to purchase the Original Collateral and payments from the Original Collateral are converted from EGP to USD. In the event that during the life of the Notes there is an appreciation in the value of USD relative to EGP, this would decrease the USD yield, market value, and principal payable on the Notes. In addition, the relevant conversion rates will take into account any transaction spread and sales margin of the Selected Conversion Entity (as defined in the Issue Terms) or the Issuer carrying out the currency conversions. Further, if following the occurrence of a Non-Convertibility Adjustment Event

that continues for 365 days after the date on which such amounts were to be converted or transferred, the Issuer may make the affected payment in EGP.

As a result, investors may receive less principal than expected, or no principal at all or may receive payment in a currency other than USD.

RISKS RELATING TO THE ORIGINAL COLLATERAL

Likelihood of a Collateral Event

The likelihood of a Collateral Event occurring in respect of the Original Collateral will generally fluctuate with, among other things, the financial condition and other characteristics of the Original Collateral Obligor, general economic conditions, the condition of certain financial markets, political events, developments or trends in any particular industry and changes in prevailing interest rates. The whole of an investor's investment is at risk if a Collateral Event occurs in respect of the Original Collateral. Investors should note that the Original Collateral Obligor has a sub-investment grade rating, specifically, "B" by Fitch Ratings Limited, "B-" by Standard & Poor's Credit Market Services Europe Limited and "B3" by Moody's Investors Service Ltd. Prospective investors should review the Original Collateral Obligor and conduct their own investigation and analysis with respect to the creditworthiness of the Original Collateral Obligor and the likelihood of the occurrence of a Collateral Event with respect to the Original Collateral Obligor. Further information relating to the Original Collateral Obligor is set out below under the heading "*Description of the Original Collateral Obligor*".

Pledges over Treasury Bills have not been legally tested

The Original Collateral consists of EGP 200,000,000 treasury bills issued by the Arab Republic of Egypt. Treasury Bills ("**T-Bills**") are issued by the Ministry of Finance (the "**MoF**") and the issuance, trade, disclosure and reporting requirements relating to T-Bills are regulated by the Minister of Finance decrees no. 480/2002 and 723/2002 (the "**Decrees**"). The Decrees do not provide details on the means of documenting creation and transfer of rights over T-Bills and therefore, general market practice is to apply the general principles applicable to securities in this respect.

T-Bills are kept in dematerialised form through records and books of the principal traders on the open market (secondary market). The pledge of securities is regulated under the Egyptian commercial code no. 17/1999 (the "**Commercial Code**") but the Commercial Code does not set general rules applicable to the pledge of dematerialised securities. Instead, the pledge of dematerialised securities is regulated under the Central Depository and Registry Law no. 93/2000 ("**CDR Law**" and its executive regulations no. 906/2001 (the "**ER**"). However, while the documentation of a pledge over dematerialised securities is one of the functions for companies licensed to undertake depository and registry activities (Misr for Central Clearing, Depository and Registry ("**MCDR**") being the only company licensed in Egypt at the date of this Series Prospectus), T-Bills are not, in practice, kept with the MCDR. As a result, there is significant uncertainty over whether a pledge over T-Bills has satisfied the relevant regulatory requirements as the regulations for T-Bills and government bonds open market (secondary market) do not specify specific rules which are applicable to pledges over T-Bills and government bonds. As such, investors should be aware that pledges over T-Bills have not been tested in practice and so there is a risk that the Egyptian Pledge over T-Bills be found unenforceable or invalid. If this is the case, investors will have a reduced security package, meaning that the Noteholders will have no recourse to the Collateral. In this circumstance, investors could lose their entire investment.

State and Public Monies Immunity

The scope of state and public monies immunity under Egyptian law may affect compulsory enforcement of rights under T-Bills. In the case where an award is issued against the MoF, it is unclear as a matter of Egyptian law whether an enforcement of such award against assets owned by the MoF would be successful. As a general principle under Egyptian law, public assets cannot be subject to seizure or enforcement whereas privately owned assets by the State or public entities are subject to such seizure or enforcement. However, there is ambiguity over whether enforcement over privately owned assets by the State or public entities may, in practice, take place due to an Egyptian custom preventing such enforcement. Alternatively, it may be possible for the MoF, pursuant to the practice of Egyptian courts and Article 87(1) of the Egyptian Civil Code, to claim immunity of its assets as assets owned by a public entity may be deemed public assets if they are as a matter of fact allocated to serve a public interest/benefit. This debate, as of the date of this Series Prospectus, has yet to be fully settled by the highest courts of Egypt. As a result, it is uncertain whether or not any awards against the MoF may be enforced and investors may not recover such amounts otherwise due to them had such enforcement been successful and so investors may receive zero.

Privileged Rights

Judicial expenses, taxes and other governmental expenses are considered privileged debts under Egyptian law and so have priority over any other pledge or debt issued in favour of any other creditor. Such applicable taxes and expenses may, as a result, supersede a pledgee's rights over the proceeds of T-Bills under an Egyptian pledge. As such, if the pledge is enforced, investors may not receive the full amount of any such proceeds of the T-bills and could receive zero.

Jurisdiction, Enforcement of Foreign Court Rulings and Enforcement of Arbitral Awards

The enforcement of foreign courts' judgments is subject to the Egyptian Law on Civil and Commercial Procedures which requires, among other conditions, that the relevant foreign jurisdiction offer reciprocal treatment to judgments of Egyptian courts. English courts do not automatically recognize judgments issued by Egyptian courts and accordingly, such English court judgments are not automatically enforced in Egypt.

The exception to this is where parties agree to commercial arbitration, which is subject to the Egyptian Arbitration Law no. 27/1994 and the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (together, the "**Egyptian Arbitration Laws**"). The Master Documents, while governed by English law, contain arbitration clauses. Subject to compliance with the Egyptian Arbitration Laws, an arbitral award obtained against the Issuer may only be enforced by Egyptian courts subject to the following conditions: (i) the arbitral award must not contradict an existing Egyptian court judgment on the same subject matter in dispute; (ii) the arbitral award must not contravene Egyptian public policy; and (iii) the arbitral award must be properly notified to the party against whom enforcement is sought.

Given the breadth of these conditions, investors should be aware of the risk that an Egyptian court may not recognise and enforce an arbitral award if they do not satisfy such conditions, rendering such arbitral award unenforceable. As a result, investors may not recover the full amount of the arbitral award that was originally awarded and could receive zero.

Investors should also be aware that they will only be able to make a claim in relation to the Notes through commercial arbitration.

Security and enforceability of contractual provisions

The Notes will have the benefit of Egyptian Law and English law governed security interests which are granted to the Co-Trustee and the Trustee, respectively, for the benefit of the Secured Creditors for the relevant Series over the Mortgaged Property.

It is unlikely that the English law governed security interests would be enforceable in Egypt. With regard to the Egyptian Pledge, there is debate over the regulation concerning the creation or perfection of pledges over T-Bills and there is little jurisprudence on the creation, perfection or enforcement of such security arrangements. Furthermore, Egyptian Law is not capable of conclusive interpretation as there exists no general system of judicial precedent whereby the decisions of a court in one case have binding authority in respect of another case. It is therefore uncertain as to how one should create, perfect and enforce the security interests created by the Egyptian Pledge and accordingly no assurance can be given that the security over T-Bills will be considered to be enforceable in Egypt.

If the security is not enforceable, T-Bills could potentially be available in the Issuer's insolvency to any other creditor that has a valid claim against the Issuer. As such, investors may suffer losses to the extent that T-Bills relating to their Notes may be available to any successful third party claims. Although investors and other contractual counterparties will be subject to limited recourse and non-petition provisions, there is a risk that such a party may be incentivised to (i) bring insolvency or winding-up proceedings against the Issuer in Egypt as a result of the majority of its assets being located there and then (ii) seek to satisfy any recognised claim against T-Bills on the basis that it is not properly secured. There is also a possibility that the Egyptian courts may not recognise the limited recourse and non-petition provisions, in which case a creditor who would otherwise have a limited claim under English law could potentially attempt to argue before the Egyptian courts that the purported reduction in its claim should not be recognised and that the contractual provisions should be construed accordingly, ignoring the contractual restrictions on any claims against T-Bills.

The procedure for enforcing security interests in Egypt, including bringing proceedings in the Egyptian courts, may take longer than in other jurisdictions and the outcome is less certain. Accordingly, purchasers of Notes should be aware of the significant legal risks in purchasing notes linked to rights enforceable in Egypt and through the Egyptian courts. The T-Bills contained in the Mortgaged Property are not admitted to any trading market and are not readily realisable. There is currently a limited secondary market in respect of the T-Bills and such secondary market may cease to exist and, as a result, following the occurrence of an Early Redemption Date in respect of the Notes the sale, transfer or realisation of such T-Bills may be restricted or impossible and/or the proceeds from any such sale, transfer or realisation of such T-Bills may be limited and result in (i) a return to Noteholders significantly less than par and which may be zero or (ii) a return after the Scheduled Maturity Date of the Notes.

Accordingly, the uncertainty over the security package and the enforceability of limited recourse and non-petition provisions in Egypt may compromise the Issuer's ability to perform its obligations under the Notes and result in early redemption of the Notes and potential losses for the Noteholders. Such early redemption may occur independently of the performance of the Custodian and/or sub-custodian due to claims of third parties including but not limited to other creditors of the Issuer, local and international governmental and regulatory authorities, the Custodian, the sub-custodian or other contractual counterparties of the Issuer.

Egyptian political, economic and related considerations for a sub-custodian based in Egypt

Investors should note that the sub-custodian's businesses and financial performance may be affected by the financial, political and general economic conditions prevailing from time to time in the Middle East and North Africa ("MENA") region. This is particularly so in light of significant adverse financial and economic conditions experienced worldwide commencing in early 2008. Since that

time, there has been a slowdown or reversal of the high rates of growth that had been experienced by many countries. Consequently, certain sectors of the economy, such as financial institutions that had benefitted from high growth rates, could be adversely affected by any future slowdown.

No assurance can be given that the Egyptian Government will not implement regulations or fiscal or monetary policies, including policies, regulations, or new legal interpretations of existing regulations, relating to or affecting taxation, interest rates or exchange controls, or otherwise take actions which could have an adverse effect on the sub-custodian's business, financial condition, results of operations, prospects or ability to perform its obligations under the Programme, or which could adversely affect the market price and liquidity of the Notes.

Regional geopolitical instability in the MENA region may result from a number of factors, including government or military regime change, civil unrest or terrorism. In particular, since early 2011 there has been political unrest in a range of countries in the MENA region, including Egypt, Algeria, the Hashemite Kingdom of Jordan, Libya, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the Republic of Yemen, the Republic of Iraq (Kurdistan), Syria, Palestine, Tunisia and the Sultanate of Oman.

This unrest has ranged from public demonstrations to, in extreme cases, armed conflict (including the multinational conflict with the so-called Islamic State (also referred to as Daesh, ISIS (in Syria) or ISIL (in Libya)) and the overthrow of existing leadership and has given rise to increased political uncertainty across the region. These situations have caused significant disruption to the economies of affected countries and have had a destabilising effect on international oil and gas prices. Though the effects of the uncertainty have been varied, it is not possible to predict the occurrence of events or circumstances such as war or hostilities, or the impact of such occurrences, and no assurance can be given as to the effect on Egypt's economic growth levels if adverse political events or circumstances were to occur. In addition, the continued instability affecting countries in the MENA region could negatively impact the number of foreign businesses seeking to invest in the MENA region, whilst also affecting the number of tourists visiting countries in the MENA region.

A general downturn, political instability or instability in certain sectors of the MENA region or the regional economy could have an adverse effect on the sub-custodian's businesses, financial condition, results of operations and prospects. This may have an adverse impact on the value of the Original Collateral.

Trust Arrangements under Egyptian Law

Trust arrangements are not regulated under Egyptian law. An Egyptian court would apply the provisions governing agency agreements as the closest legal concept to trust arrangements under Egyptian law. Accordingly, there is no guarantee that an Egyptian court will recognise the existence of a trust between the Co-Trustee and the secured parties. Consequently, the Egyptian courts might not recognise the right of the Co-Trustee to enforce the rights of the Secured Creditors in relation to the Original Collateral, which may undermine the ability of the Co-Trustee to enforce the Egyptian Pledge. If the security package cannot be enforced, this may affect the timing and quantum of any realisation of the Original Collateral and ultimately could result in the Noteholders receiving less than their initial investment and even receiving zero.

Liquidation of the Collateral

To liquidate any of the Collateral, the Disposal Agent shall request bids from five leading dealers in the relevant market for the purchase of the Collateral. Collateral, however, can only be traded on the open market through a limited number of principal traders. Demand for the Collateral may therefore be low and no bids may be submitted in the case of a Collateral Event. The Original Collateral is not admitted to any trading market and is not readily realisable. There is currently a limited secondary

market in respect of the Original Collateral and such secondary market may cease to exist, therefore obtaining bids may be impossible or difficult - see the risk factor entitled "*Security and enforceability of contractual provisions*" above. In the event that no bids are obtained, the Disposal Agent shall, acting in good faith and in a commercially reasonable manner, determine the value of the Collateral by reference to such sources and factors as the Disposal Agent deems relevant. The Disposal Agent, however, may determine that the value of the Collateral is zero, in which case Noteholders would receive zero.

Enforcement of the Mortgaged Property

To enforce the Mortgaged Property, the Co-Trustee must submit a request to the competent court to sell the subject of the Egyptian Pledge on an enforcement date. Such sale shall take place at the time and place determined by the judge through a public bid unless otherwise decided by the judge. There is little judicial precedent (if any) on the enforcement of T-Bills which are not listed on the stock exchange. As such, investors are exposed to the risk that the court order is not given or the sale not held for a substantial period of time and further, that the sale may not be conducted on favourable terms to the investors.

RISKS RELATING TO OTHER PARTIES

Risks relating to the Custodian

Collateral, other than that comprised of cash, will be held in a securities account in the name of the Issuer on the books and records of the Custodian and the sub-custodian, being a Securities Account. Collateral in the form of cash will be held in the Cash Account in the name of the Issuer on the books and records of the Custodian (and sub-custodian in respect of EGP amounts).

The ability of the Issuer to meet its obligations with respect to the Notes will be dependent upon receipt by the Issuer of payments from the Custodian and sub-custodian for the Notes (if the Collateral is so held). Consequently, the Noteholders are relying on the ability of the Custodian and sub-custodian to perform their respective obligations under the Agency Agreement, where relevant, in respect of such Notes.

Any cash deposited in the Cash Account by the Issuer and any cash received in the Cash Account for the account of the Issuer in relation to a Note will be held by the Custodian (through a sub-custodian in respect of EGP amounts) as banker and not as trustee. Accordingly, such cash will not be held as client money and will represent only an unsecured claim against the Custodian's assets.

Risks relating to the Sub-Custodian

(a) Credit risk

Under the Agency Agreement the Issuer authorises the Custodian to hold the Collateral in the Custodian's account or accounts with any sub-custodian, any securities depository or at such other account keeper or clearing system as may be appropriate for the type of instruments which comprise the Collateral.

Where the Collateral is held with a sub-custodian, the ability of the Issuer to meet its obligations with respect to the Notes will be dependent upon receipt by the Issuer of payments from the Custodian and sub-custodian for the Notes. Consequently, the Noteholders are relying on the ability of the Custodian to perform its obligations under the Agency Agreement (and the performance of any obligations of any sub-custodian under or pursuant to the Agency Agreement or otherwise).

(b) Lien/Right of set-off

Pursuant to their terms of engagement, sub-custodians may have liens or rights of set-off with respect to the Collateral held with them in relation to any of their fees and/or expenses. If, for whatever reason, the Custodian fails to pay such fees and/or expenses, the relevant sub-custodian may exercise such lien or right of set-off, which may result in the Issuer failing to receive any payments due to it in respect of the Collateral, and thereby adversely affecting the ability of the Issuer to meet its obligations with respect to the Notes.

Risks relating to the Issuing and Paying Agents

Any payments and/or deliveries made to Noteholders in accordance with the Conditions will be made by the Issuing and Paying Agent on behalf of the Issuer. Pursuant to the Agency Agreement, the Issuer is to transfer to the Issuing and Paying Agent such amount as may be due under the Notes, on or before each date on which such payment and/or deliveries in respect of the Notes becomes due.

If the Issuing and Paying Agent, while holding funds for payment to Noteholders in respect of the Notes, is declared insolvent, the Noteholders may not receive all (or any part) of any amounts due to them in respect of the Notes from the Issuing and Paying Agent. The Issuer will still be liable to Noteholders in respect of such unpaid amounts but the Issuer will have insufficient assets to make such payments (or any part thereof) and Noteholders may not receive all, or any part, of any amounts due to them. Consequently, the Noteholders are relying not only on the creditworthiness of the Collateral, but also on the creditworthiness of the Issuing and Paying Agent in respect of the performance of its obligations under the Agency Agreement to make or facilitate payments to Noteholders.

Risks relating to the Disposal Agent

Where the Notes of a Series are to be redeemed as a result of a redemption being triggered prior to the Maturity Date the Disposal Agent is generally required to sell or otherwise liquidate the Collateral. Except as otherwise set out in the Conditions, the Disposal Agent is permitted to sell all or any part of the Collateral at any time or at different times during the relevant period or in stages in respect of smaller portions, and will not have any liability for doing so if a higher price could have been obtained had such sale taken place at a different time during such specified period and/or had or had not been effected in stages in respect of smaller portions.

The Disposal Agent may elect not to liquidate the Collateral in certain circumstances including without limitation, on the grounds of illegality. If the Disposal Agent decides not to liquidate the Collateral (i) it shall not be held liable for failing to liquidate the Collateral in such circumstances; and (ii) this could affect the ability of the Issuer to make payment of any amounts on account of principal under the Notes to Noteholders.

If the Issuer is subject to a Bankruptcy Event, to the extent that a competent bankruptcy officer has been appointed in the context of the bankruptcy proceedings, such bankruptcy officer will replace the Disposal Agent and will Liquidate the Collateral in accordance with the applicable legal and regulatory provisions.

The Disposal Agent calculates and determines, acting in good faith and in a commercially reasonable manner, the occurrence of a Non-Convertibility Adjustment Event. In the case where it is impossible or not commercially reasonable for the Issuer to make payments in EGP (where a Non-Convertibility Condition is continuing immediately following the Non-Convertibility End Stop Date and amounts in EGP are unable to be converted into USD), the Final Redemption Amount or Early Redemption Amount shall be deemed to be zero and the Issuer's obligation to pay such amounts shall be deemed to be fully discharged. Investors may as a result, lose their entire investment.

Risks relating to the Calculation Agent and Determinations

The Calculation Agent has broad discretionary authority to make various determinations and adjustments under the Notes, any of which may have an adverse effect on the market value thereof or amounts payable or other benefits to be received thereunder. Any such discretion exercised by, or any calculation made by, the Calculation Agent (in the absence of manifest error) shall be binding on the Issuer and all holders of the Notes.

In making calculations and determinations with regard to the Notes, there may be a difference of interest between the investors and the Calculation Agent. The Calculation Agent is required to act in good faith and in a commercially reasonable manner but does not have any obligations of agency or trust for any investors and has no fiduciary obligations towards them. In particular the Calculation Agent and its affiliated entities may have interests in other capacities (such as other business relationships and activities).

The determination as to whether a Collateral Event has occurred shall be made by the Calculation Agent under the Notes and without regard to any related determination by the Original Collateral Obligor, the Sponsor or any action taken, omitted to be taken or suffered to be taken by any other person, including, without limitation, any creditor of the Original Collateral Obligor.

Determinations made by the Calculation Agent in respect of certain other events could have an adverse effect on the value of and return under the Notes.

CONFLICTS OF INTEREST

Business relationships

There is no limitation or restriction on Credit Suisse International or any of its affiliates with regard to acting as adviser (or acting in any other similar role) to other parties or persons or entering into, performing or enforcing its rights in respect of a broad range of transactions in various capacities for its own account and for the account of other persons from time to time in relation to its business. This, and other future activities of it and/or its affiliates, may give rise to conflicts of interest. These interests may conflict with the interests of the Noteholders, and the Noteholders may suffer a loss as a result.

The Issuer may have existing or future business relationships with the Original Collateral Obligor (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that it deems or they deem necessary or appropriate to protect their and/or its interests (in whatever capacity) arising therefrom (including, without limitation, any action which might constitute or give rise to a Collateral Event) without regard to the consequences for a Noteholder.

The Issuer may deal in any derivatives linked to the Original Collateral and/or any other obligations of the Original Collateral Obligor and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with the Original Collateral Obligor and/or the Sponsor and may act with respect to such business in the same manner as each of them would have had the Notes not been in issue, regardless of whether any such action might have an adverse effect on the Original Collateral, the Original Collateral Obligor or the position of a Noteholder or otherwise.

DOCUMENTS INCORPORATED BY REFERENCE

This Series Prospectus should be read and construed in accordance with:

1. the Base Prospectus which, except for the following sections, shall be deemed to be incorporated in, and form part of, this Series Prospectus:
 - (i) Pass-through Note Terms Product Supplement (pages 148 to 150 inclusive);
 - (ii) CLN Conditions Product Supplement (pages 151 to 208 inclusive);
 - (iii) Annex to the CLN Conditions Product Supplement Frequently Asked Questions (pages 209 to 223 inclusive);
 - (iv) Collateral Basket Product Supplement (pages 224 to 229 inclusive);
 - (v) CREST Clearing Arrangements (pages 236 to 237 inclusive);
 - (vi) Description of the Swap Counterparty (page 241);
 - (vii) The Swap Agreement (pages 243 to 246 inclusive);
 - (viii) Original Collateral (page 242);
 - (ix) Appendix 1 – Form of Final Terms (pages 259 to 268 inclusive); and
 - (x) Schedule 1 to the Issue Terms – Credit Support Annex (page 283).

The non-incorporated sections of the Base Prospectus are either not relevant for investors in the Notes or are covered elsewhere in this Series Prospectus. A copy of the Base Prospectus can be found at:

http://www.ise.ie/debt_documents/Base%20Prospectus_519a493f-004b-4147-ab63-f5c54fb610eb.PDF

For the purpose of this Series Prospectus, references in the Base Prospectus to the applicable Issue Terms or Alternative Drawdown Document (including, for the avoidance of doubt, within the sections thereof incorporated by reference and forming part of this Series Prospectus) shall be to the provisions set out below under "*Issue Terms*". In the event of any inconsistency between the Issue Terms and the Master Conditions or Base Prospectus, the Issue Terms and this Series Prospectus will prevail.

2. the audited financial statements of the Issuer for the financial year ended 31 December 2016 (the "**2016 Accounts**") which shall be deemed to be incorporated in, and form part of, this Series Prospectus. The 2016 Accounts have been filed with the Irish Stock Exchange plc and are available at the following link:

<http://www.demeterinvestmentsbv.nl/documenten/34278112/Demeter%20Investments%20B.V.%20-%20Annual%20Accounts%202016.pdf>

3. the audited financial statements of the Issuer for the financial year ended 31 December 2015 (the "**2015 Accounts**") which shall be deemed to be incorporated in, and form part of, this Series Prospectus. The 2015 Accounts have been filed with the Irish Stock Exchange plc and can be found at:

[http://www.demeterinvestmentsbv.nl/documenten/34278112/Demeter%20Investments%20B.V.%20-%20annual%20accounts%202015%20\(unsigned\).pdf](http://www.demeterinvestmentsbv.nl/documenten/34278112/Demeter%20Investments%20B.V.%20-%20annual%20accounts%202015%20(unsigned).pdf)

ISSUE TERMS

PART A - CONTRACTUAL TERMS

The Notes will be subject to the Master Conditions and also to the provisions set out in these issue terms (the "**Issue Terms**" which include the relevant schedule(s) attached hereto). References in such Master Conditions to the Issue Terms or Alternative Drawdown Document shall be to the provisions set out in these Issue Terms. In the case of a discrepancy or conflict with such Master Conditions, the following Issue Terms shall prevail.

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| 1. | Issuer: | Demeter Investments B.V. |
| 2. | (i) Series Number: | 2018-10 |
| | (ii) Classes: | Not Applicable |
| 3. | Specified Currency: | Egyptian Pounds (" EGP ") |
| 4. | Aggregate Nominal Amount of Notes: | EGP 200,000,000. The Notes represent exposure to an investment denominated in EGP with all payments being settled in U.S. Dollars (" USD ") (subject to the occurrence of a Non-Convertibility Adjustment Event, as described in Schedule 1 to these Issue Terms) |
| 5. | Issue Price: | 92.3160 per cent. per nominal amount of Notes equal to the Calculation Amount, which will be converted into USD 13,053.73 for Note issuance and settlement purposes. |

The Issue Price may be more than the market value of the Notes as at the Issue Date, and the price, if any, at which the Dealer or any other person is willing to purchase the Notes in secondary market transactions is likely to be lower than the Issue Price. In particular, the Issue Price takes into account the aggregate fee amount of USD 31,900.45 payable by the Issuer to the Dealer pursuant to the Dealer Agreement. Secondary market prices will exclude such amount.

If any commissions or fees relating to the issue and sale of the Notes have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing

MiFID II, or as otherwise may apply in any non-EEA jurisdictions.

Investors in the Notes intending to invest in Notes through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.

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| 6. | (i) Specified Denominations: | EGP 2,500,000 and integral multiples of EGP 250,000 in excess thereof |
| | | Any investor based in a Member State of the European Economic Area shall be required to purchase an aggregate nominal amount of the Notes at least equal to EUR 100,000 or its equivalent in any other currency. |
| | (ii) Calculation Amount: | EGP 250,000 |
| 7. | (i) Issue Date: | 15 February 2018 |
| | (ii) Interest Commencement Date: | Not Applicable |
| | (iii) Initial Trade Date: | 23 January 2018 |
| 8. | Maturity Date: | 31 July 2018, subject to adjustment in accordance with the Business Day Convention (the " Scheduled Maturity Date ") and subject to Master Condition 8(o) (<i>Suspension of Payments</i>). |
| 9. | Interest Basis: | No interest shall be payable in respect of the Notes. |
| 10. | Redemption/Payment Basis: | In respect of each Note, redemption at Final Redemption Amount, subject to the provisions of Master Condition 8 (<i>Redemption and Purchase</i>) |
| 11. | Date Board approval for issuance of Notes obtained: | The issue of the Notes has been authorised by the Board on or around the Issue Date. |
| 12. | Method of distribution: | Non-syndicated |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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|-----|--------------------------------|-----------------------------------|
| 13. | Fixed Rate Note Provisions: | Not Applicable |
| 14. | Floating Rate Note Provisions: | Not Applicable |
| 15. | Zero Coupon Notes Provisions: | Not Applicable |
| 16. | Business Day Convention: | Following Business Day Convention |
| 17. | Business Centre(s): | London, Cairo and New York City |

18. Default Interest: As per Master Condition 7 (d) (*Accrual of Interest*)

MORTGAGED PROPERTY

19. Mortgaged Property:

- (i) Original Collateral: The Original Collateral shall comprise EGP 200,000,000 in principal amount of an issue of treasury bills issued by the Arab Republic of Egypt due 2018 identified below:

Original Collateral Arab Republic of Egypt
Obligor:

ISIN: EGT998007I11

Coupon: Zero Coupon

Maturity: 24 July 2018

Currency: EGP

Market(s) on which Not Applicable
Original Collateral is
admitted to trading:

As at the Initial Trade Date, the Original Collateral is unrated and the Original Collateral Obligor is rated "B" by Fitch Ratings Limited, "B-" by Standard & Poor's Credit Market Services Europe Limited and "B3" by Moody's Investors Service Ltd.

All rights, title and interest of the Issuer in or relating to the Original Collateral and all property, sums or assets derived therefrom shall be secured in favour of (i) the Trustee pursuant to the terms of the Trust Deed and (ii) the Co-Trustee pursuant to the terms of an Egyptian law pledge agreement entered into between the Issuer and the Co-Trustee on or about the Issue Date (the **Egyptian Pledge**). The Egyptian Pledge shall constitute a Security Document in respect of the Notes.

Purchase of Original Collateral: The Issuer is expected to purchase the Original Collateral from Credit Suisse International on or around the Issue Date pursuant to paragraph 6 (*Original Collateral Sale Provisions*) of the Issue Deed.

- (ii) Swap Agreement: Not Applicable.

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|-------|-----------------------------------|----------------|
| (iii) | Swap Counterparty: | Not Applicable |
| (iv) | Credit Support Annex: | Not Applicable |
| (v) | Original Collateral Substitution: | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

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|-----|---------------------------------------|--|
| 20. | Final Redemption Amount of each Note: | As per Additional Condition 1 contained in Schedule 1 to these Issue Terms. |
| 21. | Collateral Event: | Original Collateral Payment Failure Original Collateral Default |
| 22. | Early Redemption Notification Period: | As per Master Conditions |
| 23. | Regulatory Event: | Not Applicable |
| 24. | Trigger Event: | Not Applicable |
| 25. | Redemption by Instalments: | Not Applicable |
| 26. | Early Cash Redemption Amount: | Subject to the occurrence of a Non-Convertibility Adjustment Event (as defined in Schedule 1 to these Issue Terms), the Early Cash Redemption Amount shall be determined in accordance with the Master Conditions. |
| 27. | Early Redemption Settlement Method: | Cash Settlement |

PRODUCT SUPPLEMENTS AND ADDITIONAL CONDITIONS

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| 28. | Applicable Product Supplement: | The terms and conditions of the Notes shall be the Master Conditions, as amended and supplemented by the additional conditions contained in Schedule 1 to these Issue Terms (the " Additional Conditions " which Additional Conditions shall be a "Product Supplement" for the purposes of the Notes), as further amended and supplemented by the provisions relating to the Notes set out in these Issue Terms. |
| 29. | Pass-Through Notes: | Not Applicable |
| 30. | Early Cash Redemption Option: | Not Applicable |

PROVISIONS RELATING TO DISPOSAL AGENT

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|-----|-----------------------------------|-----------------------------|
| 31. | Disposal Agent: | Applicable |
| | (i) Disposal Agent: | See paragraph 38(iii) below |
| | (ii) Liquidation and Enforcement: | As per Master Conditions: |

- Liquidation Parameters: Applicable, as per Master Conditions
- (iii) Quotation Dealers: As per Master Condition 1 (*Definitions and Interpretation*)
- (iv) Disposal Agent Fee: No

GENERAL PROVISIONS APPLICABLE TO THE NOTES

32. Form of Notes:

- (i) Bearer or registered: Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.
- (ii) The Issuer intends to permit indirect interest in the Notes to be held through the CREST Depositary Interests to be issued through the CREST Depositary: Not Applicable

33. Applicable TEFRA exemption: TEFRA D

34. New Global Note: No

35. Financial Centre(s): London, Cairo and New York City

36. Reference Business Day: London, Cairo and New York City

37. Reference Business Day Convention: Following Business Day Convention

38. Agents:

- (i) Calculation Agent: Credit Suisse International
One Cabot Square
London E14 4QJ
- (ii) Custodian: The Bank of New York Mellon, acting through its London Branch
One Canada Square
London E14 5AL
- (iii) Disposal Agent: Credit Suisse International
One Cabot Square
London E14 4QJ
- (iv) Issuing and Paying Agent: The Bank of New York Mellon, acting through its London Branch
One Canada Square
London E14 5AL
- (v) Registrar: Not Applicable

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|------|---|---|
| (vi) | Transfer Agent(s) | Not Applicable |
| 39. | Ratings Downgrade: | Not Applicable |
| 40. | Section 871(m): | The Issuer has determined that the Notes (without regard to any other transactions) should not be treated as transactions that are subject to U.S. withholding tax under Section 871(m) |
| 41. | Prohibition of Sales to EEA Retail Investors: | Applicable |

DISTRIBUTION

- | | | |
|-----|---------------------------------------|-----------------------------|
| 42. | (i) If syndicated, names of Managers: | Not Applicable |
| | (ii) Stabilising Manager(s) (if any): | Not Applicable |
| 43. | If non-syndicated, name of Dealer: | Credit Suisse International |
- On the Maturity Date or, if earlier, the Early Redemption Date, the Issuer shall pay the Dealer an amount equal to the Issue Fee Amount (as defined in Schedule 1 to these Issue Terms).
- On the third Business Day prior to the Maturity Date or Early Redemption Date (as applicable) the Calculation Agent, acting on behalf of the Issuer and as authorised by the Issuer, shall provide a notification to the Issuing and Paying Agent and the Custodian of (i) the Early Cash Redemption Amount or Final Redemption Amount (as applicable); (ii) the Issue Fee Amount to be paid to the Dealer; and (iii) the Dealer's account details for payment of the Issue Fee Amount.
- The Issuer shall instruct the Custodian to accept the instructions of the Calculation Agent, as notified, and to pay the Dealer the Issue Fee Amount in accordance with this item 43.
- The Custodian will, pursuant to the instructions of the Calculation Agent, procure that:
- (i) the aggregate Early Cash Redemption Amounts or Final Redemption Amounts (as applicable) will be paid to the Issuing and Paying Agent no later than on the first Business Day prior to the Maturity Date or Early Redemption Date (as applicable); and

- (ii) the Issue Fee Amount will be paid to the Dealer no later than on the Maturity Date or Early Redemption Date (as applicable).

PART B – OTHER INFORMATION

1. LISTING

- . Listing and admission to trading: Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange and to trading on the Main Securities Market.

Estimate of total expenses related to admission to trading: EUR 3,290

2. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save as discussed in "*Subscription and Sale*," so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

3. OPERATIONAL INFORMATION

ISIN Code: XS1761712519

Common Code: 176171251

Clearing system(s) and any relevant identification number(s): Euroclear Bank S.A./N.V. and Clearstream Banking S.A. Luxembourg

Delivery: Delivery free of payment

Intended to be held in a manner which would allow Eurosystem eligibility: No

Whilst the designation is specified as "no" at the date of these Issue Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

SCHEDULE 1 TO THE ISSUE TERMS: ADDITIONAL CONDITIONS

1. Final Redemption Amount

1.1 Subject to the occurrence of a Non-Convertibility Adjustment Event (as defined below) and the Master Conditions, the Final Redemption Amount in respect of each Note shall be its pro-rata share of **the sum of** the Original Collateral Final Redemption Amount minus the Issue Fee Amount.

1.2 For the purpose of Additional Condition 1.1 above:

"Applicable Period" means the period from (and including) 29 January 2018 to (but excluding) the Scheduled Collateral Maturity Date or, if earlier and if applicable, the Early Redemption Date.

"Original Collateral Final Redemption Amount" means an amount equal to the sum of:

- (i) EGP 200,000,000; minus
- (ii) any withholding taxes, duties and/or other charges imposed on payments receivable by the Issuer, in each case, in respect of the Original Collateral,

converted to USD as provided below.

The Calculation Agent shall:

- (i) if the Selected Conversion Entity is the Calculation Agent, convert such amount into USD; or
- (ii) if the Selected Conversion Entity is not the Calculation Agent, instruct (no less than one Business Day prior to the date of the currency conversion) the Selected Conversion Entity to convert such amount for settlement purposes into USD (and the Issuer authorises and instructs the Selected Conversion Entity to act upon the instructions of the Calculation Agent and to carry out such currency conversion),

in each case at the prevailing spot rate of exchange on the third Business Day prior to the Maturity Date, less any taxes, costs and expenses incurred by the Selected Conversion Entity in respect of such currency conversion.

"Issue Fee Amount" means an amount in the Settlement Currency calculated by the Calculation Agent in accordance with the following formula:

$$\frac{USD\ 11,312,217.19 \times \text{Issue Spread} \times \text{Applicable Period}}{360}$$

"Issue Spread" means 0.45 per cent. per annum.

"Scheduled Collateral Maturity Date" means 24 July 2018.

"Selected Conversion Entity" means one of the following entities (as selected by the Calculation Agent for conversions relating to the Final Redemption Amount or the Disposal Agent for conversions relating to the Early Redemption Amount) which offers the cheapest rate for the conversion of the relevant amount: (i) the Custodian; (ii) the sub-custodian; (iii) the Calculation Agent (for conversions relating to the Final Redemption Amount) or the

Disposal Agent (for conversions relating to the Early Redemption Amount); or (iv) a third party agent appointed by the Calculation Agent or the Disposal Agent (as applicable).

"Settlement Currency" means USD.

2. **Occurrence of a Non-Convertibility Adjustment Event**

2.1 A **"Non-Convertibility Adjustment Event"** means the occurrence of any event (including where the currency rate for USD/EGP is split into dual or multiple currency exchange rates), as determined by the Disposal Agent, that generally makes it impossible, impracticable or illegal for the Selected Conversion Entity or the Issuer, acting in good faith and in a commercially reasonable manner, to:

- (i) convert any amounts that relate to payments due under the Notes (including but not limited to any amounts relating to the Final Redemption Amount or Early Cash Redemption Amount); or
- (ii) transfer such amounts to the relevant recipient.

2.2 If a Non-Convertibility Adjustment Event occurs, the relevant currency conversion or transfer shall be postponed until the Non-Convertibility Adjustment Event ceases to exist or, if earlier, the 365th day following the date on which such amounts were to be converted or transferred (the **"Non-Convertibility End Stop Date"**).

2.3 In the event a Non-Convertibility Adjustment Event is continuing immediately following the Non-Convertibility End Stop Date, the Issuer shall pay such amounts to the relevant Noteholders in EGP without such amounts being converted into USD in such manner and subject to such procedures (including provision of relevant account details by Noteholders as described in paragraph 3 below) as the Issuer will notify to Noteholders in accordance with Master Condition 22 (*Notices*), provided that if it is impossible or not commercially reasonable for the Issuer to make such payments in EGP, the Final Redemption Amount, Early Cash Redemption Amount and/or any other amounts payable under the Notes, as applicable, shall be deemed to be zero and the Issuer's obligation to pay such amounts shall be deemed to be fully discharged.

2.4 In the event (a) such amounts will be paid to the relevant Noteholders in EGP or (b) will be deemed zero where it is impossible or not commercially reasonable for the Issuer to make such payments in EGP pursuant to sub-paragraph 2.3 above, the Issuer shall notify the Noteholders as soon as reasonably practicable in accordance with Master Condition 22 (*Notices*) (the **"Issuer Non-Convertibility Notice"**) and in the case of (b) will transfer or assign any rights in respect of the Collateral to the Disposal Agent for the Disposal Agent's own account.

3. **Noteholder EGP Account Details**

3.1 In the event the Issuer is to pay amounts to the Noteholders in EGP without such amounts being converted into USD pursuant to sub-paragraph 2.3 above and as set out in the Issuer Non-Convertibility Notice, each Noteholder shall be required to provide EGP account details to the Issuer of a type of account held at an entity acceptable to both the Calculation Agent and the Issuer (in their sole discretion and by reference to any factor(s) which may, but need not include, "know-your-client" or other regulatory requirements) for this purpose.

3.2 The Noteholders shall not be entitled to any additional payments as a consequence of the fact that the payment of any amounts in respect of the Notes (including the relevant Final

Redemption Amount or Early Redemption Amount, as applicable), is postponed pursuant to this provision. In addition, any non-payment or delay in payment pursuant to this provision shall not constitute an Event of Default.

4. **Amendments to Master Conditions 1 (*Definition and Interpretation*)**

4.1 The definition of "Available Proceeds" shall be deleted and replaced with the following:

""**Available Proceeds**" means, with respect to a Liquidation Event or Enforcement Event, as of a particular day:

- (i) all cash sums derived from any Liquidation of Collateral for the Notes, any amounts realised by the Trustee on enforcement of the Security and all other cash sums available to the Issuer or the Trustee, as the case may be, derived from the Mortgaged Property for such Series; less
- (ii) any cash sums which have already been applied by the Issuer pursuant to Master Condition 15(a) (*Application of Available Proceeds or Affected Class Collateral Proceeds of Liquidation*) on any Issuer Application Date or by the Trustee pursuant to Master Condition 15(b) (*Application of Available Proceeds of Enforcement of Security*) on any Trustee Application Date, as the case may be; less
- (iii) the Issue Fee Amount, provided that for the purposes of calculating the Issue Fee Amount, the Applicable Period will be deemed to end on the Early Redemption Date."

4.2 The term "Collateral" shall also include all the rights, title and/or interests in and to any cash or other assets payable or deliverable under the terms of the Original Collateral.

4.3 The following new term "BNY Mellon Affiliate" shall be deemed inserted after the term "Bearer Notes":

""**BNY Mellon Affiliate**" shall mean any direct or indirect subsidiary of The Bank of New York Mellon Corporation, a Delaware corporation with registered office at 225 Liberty Street, New York, NY 10286, U.S.A."

4.4 The definition of "Specified Currency Proceeds" shall be deleted and replaced with the following:

""**Specified Currency Proceeds**" means the Actual Currency Proceeds, provided that where all or part of such Actual Currency Proceeds are not denominated in the Settlement Currency, the Disposal Agent shall:

- (i) if the Selected Conversion Entity is the Disposal Agent, convert such amount (or each such part thereof, as the case may be) for settlement purposes into USD; or
- (ii) if the Selected Conversion Entity is not the Disposal Agent, instruct (no less than one Business Day prior to the date of the currency conversion) the Selected Conversion Entity to convert such amount (or each such part thereof, as the case may be) for settlement purposes into USD (and the Issuer authorises and instructs the Selected Conversion Entity to act upon the instructions of the Disposal Agent and to carry out such currency conversion),

in each case at the prevailing spot rate of exchange on the third Business Day prior to the Early Redemption Date, less (without double counting) any taxes, costs and expenses incurred by the Selected Conversion Entity in respect of such currency conversion."

5. **Amendment to Master Condition 25 (*Governing Law and Jurisdiction*)**

Condition 25(b) (*Jurisdiction*) of the Master Conditions shall be deleted and replaced with the following:

"(b) **Jurisdiction**

- (a) Any dispute arising out of or in connection with the Notes to which, by execution of the Issue Deed, the Issuer becomes a party in respect of a Series, including a dispute as to the validity of this clause 25 (*Governing Law and Jurisdiction*), shall be referred to and finally resolved by institutional arbitration administered by the LCIA under the LCIA Arbitration Rules as amended from time to time (the **LCIA Arbitration Rules**) save that, unless the parties agree otherwise:
 - (i) the seat of legal place of arbitration shall be London. The language used in the arbitral proceedings shall be English;
 - (ii) the number of arbitrators shall be three. The Claimant shall nominate one arbitrator for appointment by the LCIA Court. The Respondent shall nominate one arbitrator for appointment by the LCIA Court. The third arbitrator, who shall act as the presiding arbitrator of the tribunal, shall be nominated for appointment (by the LCIA Court) by the two arbitrators nominated by the Claimant and the Respondent. If the third arbitrator is not so nominated within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he shall be chosen and appointed by the LCIA Court; and
 - (iii) neither the Claimant nor the Respondent shall be required to give general discovery of documents, but may be required only to produce specific, identified documents which are relevant to the dispute.
- (b) Where disputes arise out of or in connection with the Notes to which, by execution of the Issue Deed, the Issuer becomes a party in respect of a Series which, in the absolute discretion of the first arbitral tribunal to be appointed in any of the disputes, are so closely connected that it is expedient for them to be resolved in the same proceedings, that arbitral tribunal shall have the power to order that the proceedings to resolve that dispute shall be consolidated with those to resolve any of the other disputes (whether or not proceedings to resolve those other disputes have yet been instituted), provided that no date for the final hearing of the first arbitration has been fixed. If that arbitral tribunal so orders, the parties to each dispute which is a subject of its order shall be treated as having consented to that dispute being finally decided:
 - (i) by the arbitral tribunal that ordered the consolidation unless the LCIA decides that it would not be suitable or impartial; and
 - (ii) in accordance with the procedure, at the seat and in the language specified in the arbitration agreement in the contract under which the arbitral tribunal that ordered the consolidation was appointed, save as otherwise agreed by all parties to the consolidated proceedings or, in the absence of such agreement, ordered by the arbitral tribunal in the consolidated proceedings.

This clause shall apply even where powers to consolidate proceedings exist under any applicable arbitration rules (including those of an arbitral institution) and, in such circumstances, the provisions of this clause shall apply in addition to those powers. Capitalised terms not defined in this Clause shall have the meaning given to them in the LCIA Arbitration Rules as amended from time to time or elsewhere in the Issue Terms."

DESCRIPTION OF THE ORIGINAL COLLATERAL OBLIGOR

The summary information below concerning the Original Collateral Obligor has been accurately reproduced from publicly available information. So far as the Issuer is aware and is able to ascertain from such sources, no facts have been omitted which would render the information reproduced herein inaccurate or misleading.

Description of the Original Collateral Obligor

| | |
|-----------------|--|
| Name: | Arab Republic of Egypt, acting through its Ministry of Finance |
| Address: | Ministry of Finance Towers Ramsis Street Extension Nasr City Cairo Egypt |

The Arab Republic of Egypt has securities listed on the regulated market of the Luxembourg Stock Exchange.

Available Information on the Original Collateral Obligor

The Arab Republic of Egypt is not participating in the offering of the Notes in any way, and, accordingly, has not participated in the preparation of or reviewed this Series Prospectus nor made any representations and warranties in respect of this Series Prospectus or the information contained herein to the Issuer, Dealer or any other person, including any potential or actual investors in the Notes. It is expected that the Arab Republic of Egypt would disclaim any responsibility or liability to any investor or holder of any Notes for or in respect of any of the contents of this Series Prospectus.

This Series Prospectus relates only to the Notes offered hereby and sets forth certain relevant terms with respect to the Notes, but does not provide any information with respect to the Arab Republic of Egypt.

Any publicly available information regarding the Arab Republic of Egypt that is not included in this Series Prospectus (including any information set forth in any websites maintained or controlled by any agencies or instrumentalities of the Arab Republic of Egypt) shall not be deemed part of this Series Prospectus. Neither the Issuer nor the Dealer has participated in the preparation of or independently reviewed or verified any publicly available information on the Arab Republic of Egypt nor makes any representation or warranty that any such publicly available information is accurate, complete or up-to-date. Accordingly, none of the Issuer nor the Dealer can give any assurance that all events occurring prior to the date hereof (including events that would affect the accuracy or completeness of the publicly available information described above) that would affect the creditworthiness of the Arab Republic of Egypt have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the Arab Republic of Egypt could affect its creditworthiness and therefore the trading prices of the Notes. None of the Issuer or the Dealer assumes any responsibility for the accuracy or completeness of, or for updating, any publicly available information of the Arab Republic of Egypt considered by an investor in making its investment decision in connection with the Notes.

GENERAL INFORMATION

1. The issue of the Notes was authorised pursuant to a resolution passed by the Board of Directors of the Issuer on or around the Issue Date of the Notes.
2. The Base Prospectus is published on the website of the Irish Stock Exchange (http://www.ise.ie/debt_documents/Base%20Prospectus_519a493f-004b-4147-ab63-f5c54fb610eb.PDF).
3. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg under the Common Code 176171251. The International Securities Identification Number (ISIN) for the Notes is XS1761712519.
4. The Issuer does not intend to provide post-issuance information in respect of the Notes including regarding performance of the Original Collateral.
5. Any websites included in the Base Prospectus or this Series Prospectus are for information purposes only and do not form part of the Base Prospectus or this Series Prospectus.
6. The appointed Irish listing agent in respect of the Notes is Maples and Calder.
7. The Issuer is not involved in any governmental, legal or arbitration proceedings that may have, or have since its incorporation, a significant effect on its financial position or profitability nor is the Issuer aware that any such proceedings are pending or threatened.
8. There has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2016, being the date of the Issuer's last audited financial statements.
9. The Issuer has appointed Hackwood Secretaries Limited as the process agent to receive, for it and on its behalf, service of process in any proceedings in England pursuant to an appointment letter dated on or around 15 February 2018.

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**DEALER, ARRANGER,
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