

## AUDACIA CAPITAL (IRELAND) PLC

(the “**Issuer**”)

*(Incorporated with limited liability in Ireland under registered number 622442)*

### BASE LISTING PARTICULARS

#### NOTES DUE 31 DECEMBER 2025

The aggregate nominal amount of Notes issued by the Issuer under these Listing Particulars and at any one time outstanding will not at any time exceed EUR €150,000,000.

The Notes issued under this document, being the applicable Listing Particulars, will be issued on the terms and conditions of the Notes set out herein.

An application has been made to Euronext Dublin for the approval of this document as the base listing particulars for, and to admit certain Series of Notes, within twelve months after the date hereof, to listing on the Official List of Euronext Dublin and to trading on the Global Exchange Market of Euronext Dublin. The relevant Pricing Supplement, in the respect of any Series will specify whether or not the relevant Series of Notes will be listed on Euronext Dublin.

This document constitutes the base Listing Particulars (these “**Listing Particulars**”) for the purposes of a listing on the Official List of Euronext Dublin and, in their ordinary course, on the Global Exchange Market of Euronext Dublin.

Notes of each Series may be issued in registered, uncertificated and dematerialised book-entry form with CREST. Beneficial interests in the Notes may be shown, and transfers thereof may be effected through, records maintained by CREST and its participants. Notes of each Series may otherwise be issued in registered form represented by definitive registered certificates.

The Notes mature on 31 December 2025 but may be redeemed prior thereto at the option of the Issuer.

Payments on the Notes will be made without deduction for or on account of taxes unless such deduction is required by law. See the section entitled ‘**Terms and Conditions of the Notes – Taxation**’ for more information.

Particular attention is drawn to the sections entitled ‘**Risk Factors**’ and the ‘**Terms and Conditions of the Notes**’.

This document is dated 29 July 2019.

The Issuer accepts responsibility for the information contained in these Listing Particulars. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in these Listing Particulars is in accordance with the facts and does not omit anything materially likely to affect the import of such information.

The Trustee has not separately verified the information contained herein. The Trustee makes no representation, express or implied, and accepts no responsibility with respect to the accuracy or completeness of any of the information in these Listing Particulars. Neither these Listing Particulars nor any other information supplied in connection with the Notes is intended to provide the basis of any credit, risk or other evaluation and should not be considered as a recommendation by the Issuer or the Trustee that any recipient of these Listing Particulars or any other information should subscribe or purchase the Notes. Each potential subscriber or purchaser of the Notes should determine for itself the relevance of the information contained in these Listing Particulars and its subscription or purchase of Notes should be based upon such investigation as it deems necessary. **It is recommended that each potential subscriber or purchaser of the Notes should seek independent legal and financial advice before entering into any obligations under these Listing Particulars.** The Trustee does not undertake to review the financial condition or affairs of the Issuer or any other entity whatsoever during the life of the arrangements contemplated by these Listing Particulars or to advise any investor or potential investor in the Notes of any information coming to the attention of the Trustee.

Neither the Trustee nor any person other than the Issuer has any obligation to any Noteholders to ensure payment or discharge of principal, interest and / or any other obligations in respect of the Notes. The Notes will be obligations solely of the Issuer and are not guaranteed by or the responsibility of any other entity.

These Listing Particulars are distributed in connection with the Offering of Notes, the terms of which are described below, issued by the Issuer, a company incorporated under the laws of Ireland. The Issuer will, subject to these Listing Particulars, use substantially all of the proceeds of the Offering to acquire Collateral. The Collateral of a Series may comprise cash of the Issuer held in a segregated bank account for application to the Series and debt instruments issued by the Collateral Obligor for that Series, whether traded on a Regulated Market or otherwise.

The minimum capital commitment to the Issuer by an investor will be EUR €10,000. The Offering is continuous. The Issuer has the right to reject applications for Notes in whole or in part for any reason.

The delivery of these Listing Particulars is only accurate as at the date hereof.

The distribution of these Listing Particulars and the offering or sale of, or grant of a participation in the Notes in certain jurisdictions may be restricted by law. Persons into whose possession these Listing Particulars come are required by the Issuer to inform themselves about and to observe any such restrictions. These Listing Particulars do not constitute, and may not be used for the purposes of, an offer or solicitation by any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Notes or the distribution of these Listing Particulars in any jurisdiction where such action is required. The Notes are, further, not promoted by these Listing Particulars and a listing is not induced or invited. Each interested subscriber acts on them on its own initiative.

The Offer of Notes by the Issuer, as described in these Listing Particulars, will be addressed to fewer than one hundred and fifty persons in each EU Member State. The Issuer shall avail

of the exemption contained in Article 4(b) of the Prospectus Regulation (EU) 2017/1129 (as amended or superseded) (the “**Prospectus Regulation**”) from the requirement to publish a prospectus in accordance with the Prospectus Regulation. These Listing Particulars do not constitute a prospectus published in accordance with the Prospectus Regulation and accordingly, they have not been approved by the Central Bank of Ireland and the Issuer has not been authorised and is not supervised by the Central Bank of Ireland.

These Listing Particulars are not and shall not constitute an invitation to the public in Ireland, or to the Issuer's knowledge, anywhere to purchase Notes and the Issuer does not provide facilities for open participation by the public to purchase Notes.

The Issuer is not, and will not be, regulated by the Central Bank of Ireland by virtue of the issue of the Notes. Any investment in the Notes does not have the status of a bank deposit and is not subject to the deposit protection scheme operated by the Central Bank of Ireland.

Investors should conduct such independent investigation and analysis regarding the Issuer and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes, as the investment described in these Listing Particulars may not be suitable for all investors. Investors should have, or have access to, sufficient knowledge and experience in financial, taxation, accounting, capital treatment and business matters to evaluate the information contained in these Listing Particulars and the merits and risks of investing in the Notes in the context of their financial and regulatory position and circumstances. These Listing Particulars do not describe all of the risks and investment considerations applicable to an investment in the Notes. The risks and investment considerations identified in these Listing Particulars are provided as general information only and the Issuer disclaims any responsibility to advise investors of the risks and investment considerations associated with the purchase of the Notes as they may exist at the date hereof or as they may from time-to-time alter.

Nothing in these Listing Particulars is, or should be relied upon as, a promise or representation as to the future. Any projections contained herein are for illustrative purposes only and are intended to show possible outcomes based on stated assumptions. There can be no assurances that the stated assumptions will prove correct or that the projections will be achieved or that unforeseen developments or events will not occur.

If these Listing Particulars have been sent to you in an electronic form you are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently the Issuer (nor any person who controls either of them nor any director, officer, employee nor agent of either of them nor affiliate of either of them) does not accept any liability or responsibility whatsoever in respect of any difference between the Listing Particulars distributed to you in electronic format and the hard copy version.

THESE LISTING PARTICULARS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS UNLAWFUL. AN INVESTMENT IN THE FUND INVOLVES THE RISK OF LOSS OF ALL OR SOME OF AN INVESTOR'S INVESTMENT.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED WITH AN INVESTMENT IN THE NOTES TO BE ISSUED BY THE ISSUER.

AN INVESTMENT IN THE NOTES IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THESE LISTING PARTICULARS AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT ITS

OWN COUNSEL AND PROFESSIONAL REPRESENTATIVES FOR ADVICE CONCERNING VARIOUS LEGAL, ECONOMIC AND TAX CONSIDERATIONS IN CONNECTION WITH AN INVESTMENT IN THE NOTES.

THE ISSUER SHALL ALLOW EACH INVESTOR OR ITS AGENT, DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY NOTES, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM REPRESENTATIVES OF THE ISSUER CONCERNING ANY AND ALL ASPECTS OF THE ISSUER AND THE NOTES TO THE EXTENT THE ISSUER POSSESSES SUCH INFORMATION OR CAN ACQUIRE SUCH INFORMATION WITHOUT UNREASONABLE EFFORT OR COST AND, PROVIDED FURTHER, THAT THE ISSUER SHALL NOT BE OBLIGED TO DISCLOSE PROPRIETARY INFORMATION SUCH AS TRADING OR PURCHASING STRATEGIES OR TECHNIQUES.

A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR NOTES UNLESS SATISFIED THAT IT OR ITS REPRESENTATIVE HAS REQUESTED, RECEIVED, UNDERSTOOD AND ANALYZED ALL INFORMATION WHICH WOULD ENABLE IT TO MAKE AN INFORMED DECISION OF THE MERITS AND RISKS OF AN INVESTMENT IN THE NOTES.

THESE LISTING PARTICULARS SUPERSEDE ALL PRIOR INFORMATION WITH RESPECT TO THE NOTES OFFERED HEREIN. NEITHER THE DELIVERY OF THESE LISTING PARTICULARS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THESE LISTING PARTICULARS.

THIS OFFER CAN BE WITHDRAWN AT ANY TIME BEFORE CONSUMMATION AND IS SPECIFICALLY MADE SUBJECT TO ALL THE CONDITIONS DESCRIBED IN THESE LISTING PARTICULARS. THE ISSUER RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REJECT ANY SUBSCRIPTION FOR NOTES, IN WHOLE OR IN PART, FOR ANY REASON OR NO REASON AT ALL.

NEITHER THE ISSUER NOR ANY OF ITS REPRESENTATIVES OR AGENTS IS MAKING ANY REPRESENTATION TO ANY OFFEREE OR PURCHASER OF NOTES IN THE ISSUER REGARDING THE LEGALITY OF ANY INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER.

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## 1 DEFINITIONS

<b>Accrued Interest Balance</b>	means, with respect to a Calculation Date, any interest accrued in prior Interest Periods but not yet paid to Noteholders plus the Current Interest amount.
<b>Agents</b>	the CREST Settlement Agent, Paying Agent, the Cash Manager, the Registrar, and the Calculation Agent.
<b>Agency Agreement</b>	the agency agreement entered into on 13 June 2018 pursuant to which the Issuer has appointed the Paying Agent, the Cash Manager, the Registrar, the Calculation Agent and the Trustee to undertake certain functions in relation to the Notes as modified and / or supplemented from time-to-time, or any other similar agreement entered into by the Issuer and the Paying Agent, the Cash Manager, the Registrar, and the Calculation Agent from time-to-time.
<b>Aggregate Nominal Amount</b>	means the money raised by the Issuer from the initial sale of the Notes in a Series which is, as soon as is reasonably practicable, applied by the Issuer to purchase the Collateral linked to the relevant Series, after deduction of the costs of the issue and the Issuer's (pro rata) general administrative costs and initial fees payable to Agents and, where applicable, CREST, for such Series;
<b>Audacia Collateral Obligor</b>	the Collateral Obligor which is identified in section 1.1 of the Collateral Annex.
<b>Business Day</b>	a day: (a) other than a Saturday or Sunday; and (b) on which on which CREST is open for the acceptance and execution of settlement orders and (c) on which the TARGET2 System is operating.
<b>Calculation Agent</b>	Apex Fund Services (Ireland) Limited or such other person as is appointed as a replacement or additional calculation agent by the Issuer from time-to-time.
<b>Calculation Date</b>	the last Business Day of every calendar quarter or such other Business Day as the Issuer may from time-to-time in its absolute discretion notify to the Noteholders.
<b>Calculation Period</b>	the period beginning on (and including) the Issue Date and ending on (but excluding) the first Calculation Date and each successive period beginning on (and including) a Calculation Date and ending on (but excluding) the following Calculation Date.
<b>Calculation Point</b>	approximately 4:00 pm Dublin time on the relevant Calculation Date or as otherwise determined by the Issuer.
<b>Cash Manager</b>	Apex Fund Services (Ireland) Limited or such other person as is appointed as a replacement or additional cash manager by the Issuer from time-to-time.
<b>Collateral Annex</b>	Annex I of these Listing Particulars.
<b>Collateral Obligor</b>	the issuer of any Collateral identified as such in the Pricing Supplement in relation to a Series.

<b>Collateral</b>	the assets specified as such in the Pricing Supplement in relation to a Series, and including any alternative assets acquired by the Issuer to substitute the said assets.
<b>Corporate Services Provider</b>	Apex Fund Services (Ireland) Limited or such other person as is appointed as a replacement or additional corporate services provider by the Issuer from time-to-time.
<b>Corporate Services Agreement</b>	the corporate services agreement dated 13 June 2018 pursuant to which the Issuer has appointed the Corporate Services Provider to undertake certain administrative functions in relation to the Issuer and any other similar agreement entered into by the Issuer and Corporate Services Provider from time-to-time.
<b>Certificates</b>	the certificates evidencing the ownership of the Notes.
<b>CREST</b>	the system for the paperless settlement of trades and the holding of uncertificated securities operated by EUI in accordance with the Uncertificated Regulations, as amended from time-to-time.
<b>CREST Settlement Agency Agreement</b>	the CREST settlement agency agreement dated 26 July 2019 between (1) the Issuer and (2) SVS Securities plc (as may be modified, supplemented, amended or restated from time-to-time and including any side letter related thereto) pursuant to which the Issuer has appointed the CREST Settlement Agent to undertake certain functions in relation to the issuance of Notes through CREST, and any other similar agreement entered into the Issuer and a CREST Settlement Agent from time-to-time.
<b>CREST Settlement Agent</b>	SVS Securities plc and such other person as is appointed as a replacement or additional CREST Settlement Agent from time-to-time.
<b>Currency Disruption</b>	the occurrence or official declaration of an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations, in whole or in part, under the Notes.
<b>Dealing Charge</b>	shall be an amount determined by or on behalf of the Issuer reflecting the expenses charges or costs incurred by the Issuer in selling assets to realise sufficient funds to discharge the Redemption Amount in respect of any Note.
<b>Declaration of Trust</b>	the Declaration of Trust dated 13 June 2018 (as may be modified, supplemented, amended or restated from time-to-time and including any side letter related thereto) made by the Share Trustee, which states that the Share Trustee holds the benefit of the shares of the Issuer on trust for charitable purposes.
<b>Deductions</b>	shall mean, with respect to any Note, the expenses in relation to the Collateral acquired by the Issuer and financed by way of the proceeds of that Note.
<b>Directors</b>	the directors for the time being of the Issuer.
<b>Disruption Event</b>	certain Issuer-specific or external events which may have an impact on the terms and conditions of the Notes or on their redemption, including:

- (a) a change in applicable law, a Currency Disruption, an Extraordinary Market Disruption or any other event affecting the Issuer's ability to fulfil its obligations under the Notes;
- (b) a disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of Collateral;
- (c) a disruption or other material impact on the Issuer's ability to hedge its obligations under the Notes;
- (d) a determination by the Issuer that the performance of any of its absolute or contingent obligations under the Notes has become illegal, in whole or in part, for any reason.

Where possible, all reasonable steps will be taken to bring any Disruption Period to an end as soon as possible. Noteholders will be notified of any Disruption Period or of any reinstatement following a Disruption Period, in each case within 15 days of the relevant event.

<b>EUI</b>	means Euroclear UK & Ireland Limited (formerly known as CRESTCO Limited) incorporated in England and Wales under number 2878738.
<b>Euro or €</b>	the lawful currency of the participating member states of the European Union which have adopted the single currency in accordance with the EC Treaty of Rome dated 25 March, 1957 (as amended by the Maastricht Treaty dated 7 February, 1992).
<b>Euronext Dublin</b>	means The Irish Stock Exchange plc trading as Euronext Dublin.
<b>Events of Default</b>	has the meaning given to it in Condition 13.
<b>Extraordinary Market Disruption</b>	an extraordinary event or circumstance, including any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), a natural disaster, an act of war, strike, blockade, boycott or lockout which the Issuer determines has prevented it from performing its obligations, in whole or in part, under the Notes.
<b>Extraordinary Resolution</b>	shall mean a resolution passed at a meeting of Noteholders duly convened and held in accordance with Condition 14 by at least 75% of the votes cast or a resolution in writing signed by or on behalf of all Relevant Noteholders (as defined in Condition 14) (such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Relevant Noteholders).
<b>FATCA or Foreign Account Tax Compliance Act</b>	shall mean Sections 1471 through 1474 of the Internal Revenue Code (the " <b>Code</b> ") and the U.S. Treasury regulations thereunder (whether proposed, temporary or final) or official interpretations thereof, the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development and any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of these sections of the Code.



**Global Exchange Market or GEM** multilateral trading facility operated by Euronext Dublin on which the Notes of the Issuer will be admitted to trading, subject to the approval of Euronext Dublin.

**Insolvency Event** with respect to any Person, that such Person (a) is dissolved (other than pursuant to a solvent consolidation, amalgamation, restructuring, reorganization or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official; or (ii) has instituted against it a proceeding seeking a judgment of insolvency, bankruptcy or the appointment of an examiner or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (B) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, examinership, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation, restructuring, reorganisation or merger); (f) seeks or becomes subject to the appointment of an examiner, administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subsections (a) through (g) of this definition (inclusive) other than, for the avoidance of doubt, any such event that occurs pursuant to a solvent consolidation, amalgamation, restructuring, reorganisation or merger; or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

**Instrument** any instrument which may be issued by any of the Collateral Obligors referred to in the Collateral Annex and acquired by the Issuer as Collateral linked to Notes in a Series, as further specified in the relevant Pricing Supplement.

**Interest** means, with respect to a Calculation Date, an amount of interest due for the immediately preceding Interest Period, calculated as follows:

		Target Interest Rate X Notional Principal Amount.
<b>Interest Period</b>		means the period from the Issue Date of a Series to the next calendar quarter end date and each subsequent calendar quarter end date thereafter.
<b>Investment Parameters</b>		the investment parameters as set out in Section 5 ' <b>Use of Proceeds</b> ' of the Listing Particulars.
<b>ISIN International Securities Identification Number</b>	or	the ISIN for each Series of Notes, which is outlined in such Series' Pricing Supplement.
<b>Issue Date</b>		for any Noteholder, the date on which Notes of the relevant Series held by that Noteholder are issued by the Issuer, as specified in the Pricing Supplement.
<b>Issuer</b>		Audacia Capital (Ireland) plc.
<b>Listing Agent</b>		J&E Davy or such other person as may be appointed as a replacement or additional listing agent by the Issuer from time-to-time.
<b>Maturity Date</b>		31 December 2025 or such earlier date as determined by the Issuer and notified to the Noteholders.
<b>Minimum Trading Amount</b>		the amount, if any, as specified in the Pricing Supplement.
<b>Multilateral Trading Facility</b>		shall have the same meaning given to it in Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
<b>Note Acceleration Notice</b>		means a notice given by the Note Trustee to the Issuer under Condition 13 declaring the Notes to be due and repayable.
<b>Notes (and Securities)</b>		any note of a particular Series which may from time-to-time be issued pursuant to the Programme in accordance with the terms of these Listing Particulars.
<b>Noteholder (and Holder)</b>		will have the meaning given to it in Condition 2.
<b>Noteholder Direction</b>		shall mean a resolution passed at a meeting of Noteholders duly convened and held in accordance with Condition 14 by a simple majority of at least 50% of the votes cast or a resolution in writing signed by or on behalf of all Relevant Noteholders (as defined in Condition 14) (such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Relevant Noteholders). A Noteholder Direction can also be given by way of Extraordinary Resolution.

<b>Notional Principal Amount</b>	with respect to a Note means for each Calculation Date, the outstanding principal amount of such Note together with any unpaid interest amounts in respect of any prior Interest Periods excluding the immediately preceding Interest Period.
<b>Offering</b>	means an offering of Notes.
<b>Offering Period</b>	shall have the meaning given to it in the relevant Pricing Supplement.
<b>Outstanding</b>	<p>in relation to the Notes, all Notes issued other than:</p> <ul style="list-style-type: none"> <li>(i) those Notes which have been redeemed pursuant these Conditions;</li> <li>(ii) those Notes in respect of which the date for redemption in accordance with these Conditions has occurred and the Redemption Amount has been duly paid to the Paying Agent in the manner provided for in the Agency Agreement and remain available for payment against presentation for the relevant Notes;</li> <li>(iii) those Notes which have been purchased, cancelled or become void in accordance with these Conditions;</li> <li>(iv) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued in accordance with these Conditions</li> <li>(v) for the purpose only of ascertaining the notional amount of Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to these Conditions.</li> </ul>
<b>Paying Agent</b>	Computershare investor Services (Ireland) Limited or such other person as may be appointed as a replacement or additional paying agent by the Issuer from time-to-time and notice of whose appointment has been given to the relevant Noteholders.
<b>Payment Date</b>	for a Series of Notes, each Payment Date specified in the applicable Pricing Supplement.
<b>Permitted Holder</b>	<p>unless otherwise agreed in writing by the Issuer and a Noteholder, a person who is and will remain for so long as it holds any interest in the Notes:</p> <ul style="list-style-type: none"> <li>(i) where the Notes are Quoted Eurobonds, a person who is not a Specified Person; and</li> <li>(ii) where the Notes are not Quoted Eurobonds, a person who is both: <ul style="list-style-type: none"> <li>(1) a Qualifying Recipient; <b>and</b></li> <li>(2) a Qualifying Person.</li> </ul> </li> </ul>

<b>Permitted Expenses</b>	<p>all fees and expenses necessary for the Issuer to operate its business, including without limitation:</p> <ul style="list-style-type: none"> <li>(a) all applicable taxes, including any applicable value added tax and all payments to Euronext Dublin which are necessary to maintain the listing of the Notes of the Issuer;</li> <li>(b) all payments to the Trustee pursuant to the Trust Deed;</li> <li>(c) all fees and expenses necessary for the Issuer to operate its business in Ireland including the maintenance of required financial records, the filing of tax returns, the fees and reasonable expenses of the directors of the Issuer, the retention of legal counsel and the retention of auditors and tax advisers by the Issuer;</li> <li>(d) all payments to the Corporate Services Provider pursuant to the Corporate Services Agreement;</li> <li>(e) all payments to the Agents pursuant to the Agency Agreement;</li> <li>(f) all payments to the Listing Agent;</li> <li>(g) all amounts payable by the Issuer pursuant to the Conditions;</li> <li>(h) following the occurrence of an Event of Default, all fees associated with the orderly winding up of the Issuer, an estimate of such amounts by the Issuer to be regarded as immediately payable;</li> <li>(i) the costs relating to the sourcing of appropriate collateral obligors of Series from time-to-time, the conducting of due diligence and production of documents to support the relevant Collateral Annex, and other ordinary expenditure according to generally accepted accounting principles in Ireland; and</li> <li>(j) the repayment of any borrowings incurred by the Issuer for the purpose of funding any Permitted Expenses, including interest on any such borrowings.</li> </ul>
<b>Person</b>	any individual, trustee, receiver, conservator, custodian, corporation, limited liability company, partnership (whether general or limited), association, company, joint-stock company, trust, business trust, estate, joint venture, governmental authority, or any other entity, in its own or any representative capacity.
<b>Programme</b>	the programme for the issuance of debt securities as established by, and contemplated in, these Listing Particulars, as the same may be from time-to-time amended, supplemented or modified.
<b>Pricing Supplement</b>	shall mean the drawdown document, which in conjunction with the Subscription Form (where applicable), outlines the terms of the offer of the Issuer which supplement the provisions of these Listing Particulars. The form of the Pricing Supplement is available at Appendix 2.

**Qualifying Person**

shall mean, unless otherwise agreed in writing by the Issuer:

- (a) a Person, (not being a Specified Person) who is a pension fund, government body or other person resident for the purposes of tax in a Relevant Territory who, under the laws of the Relevant Territory, is exempted from tax (which corresponds to Irish income tax or corporation tax) which generally applies to profits, income or gains in the Relevant Territory; or
- (b) a Person that is by virtue of the law of a Relevant Territory, resident for the purposes of tax (i.e. tax in the Relevant Territory which corresponds to Irish income tax or corporation tax) in the Relevant Territory provided that under the laws of the Relevant Territory, Interest payable by a qualifying company (within the meaning of Section 110 of the Taxes Consolidation Act 1997) to a person resident in that relevant territory is subject (without any reduction computed by reference to the amount of the Interest including a full or partial reduction or exemption from tax pursuant to a participation exemption regime or entitlement to a notional tax deduction) to a tax (i.e. tax in the Relevant Territory which corresponds to Irish income tax or corporation tax) on the Interest on the Notes which generally applies to profits, income or gains received in the Relevant Territory, by persons, from sources outside the Relevant Territory.

For these purposes, "Interest" shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

**Qualifying Recipient**

shall mean, unless otherwise agreed in writing by the Issuer, a Person who is the beneficial owner of the Interest payable in respect of the Note ("Interest") where that Person is by virtue of the law of a Relevant Territory, resident for the purposes of tax (i.e. tax in the Relevant Territory which corresponds to Irish income tax or corporation tax) in the Relevant Territory, and, in a case where the person is a company, will not receive the Interest in connection with a trade or business which is carried on in Ireland by the company through a branch or agency.

For these purposes, "Interest" shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

**Quoted Eurobond**

shall mean a security which:

- (a) is issued by a company;
- (b) is quoted on a recognised stock exchange; and
- (c) carries a right to Interest.

For these purposes, "Interest" shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

**Redemption Amount**

Shall have the meaning given to it as described in Section 7 'Investor Return' of the Listing Particulars.

<b>Redemption Valuation Day</b>	shall mean a Business Day on which the Redemption Amount may be calculated and which shall, in respect of a Series, be identified in the Pricing Supplement.
<b>Redemption Notice</b>	means the prescribed notification form which shall be annexed to the Pricing Supplement as Annex B and which shall be made available to investors and which is to be completed and duly executed by an investor for submission to the Issuer in order to request that the Issuer redeem all or part of that investor's Notes.
<b>Redemption Notice Period</b>	shall mean five (5) Business Days or such other number as specified in the Pricing Supplement (which shall not be less than five (5)) prior to a Redemption Valuation Day.
<b>Register</b>	has the meaning given to it in Condition 2.
<b>Registrar</b>	Computershare investor Services (Ireland) Limited or such other person as may be appointed as a replacement or additional registrar by the Issuer and notice of whose appointment has been given to the relevant Noteholders.
<b>Registrar Agreement</b>	shall mean the agreement for the provision of registry and associated services between the Issuer and the Registrar dated 13 June 2018.
<b>Regulated Market</b>	shall have the same meaning given to it in Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
<b>Relevant CREST Rules</b>	the rules and procedures governing access to and the use of CREST, as updated from time-to-time.
<b>Relevant Debt</b>	any present or future indebtedness in whatsoever form of the Issuer.
<b>Relevant Territory</b>	shall mean (i) a Member State of the European Union (other than Ireland) or (ii) not being such a Member State, a country with which Ireland has a double tax treaty which has force of law pursuant to Section 826(1) of the Taxes Consolidation Act 1997 in effect or will come into effect upon the completion of the procedures set out in Section 826(1) of the Taxes Consolidation Act 1997.
<b>Repayment Day</b>	the later of the following: <ul style="list-style-type: none"> <li>(i) the fifteenth (15th) Business Day following the relevant Redemption Valuation Day; or</li> <li>(ii) the fifteenth (15th) Business Day subsequent to the Issuer's receipt of the proceeds (including pursuant to realisation as the case may be) from the Collateral comprised in the relevant Series as would suffice to finance the settlement of the Redemption Amount.</li> </ul>
<b>Securities</b>	any note of a particular Series which may from time-to-time be issued pursuant to the Programme in accordance with the terms of these Listing Particulars.

**Securitisation Bond** any bond which may be issued by the Collateral Obligors and acquired by the Issuer as Collateral linked to Notes in a Series, as further specified in the relevant Pricing Supplement.

**Securitisation Transaction** a transaction or scheme defined as such in terms of Article 1(2) of Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 concerning statistics on the assets and liabilities of financial vehicle corporations engaged in securitisation transactions.

**Series** a series of Notes having one or more Issue Dates and on terms otherwise identical, the Notes of each series being intended to be interchangeable with all other Notes of the same series. Each series may be issued in tranches (each a “**Tranche**”) on the same or different Issue Dates.

**Share Trustee** DMS Governance Risk and Compliance Services Limited.

**Specified Person** means

- (i) a company which directly or indirectly—
  - (a) controls the Issuer,
  - (b) is controlled by the Issuer, or
  - (c) is controlled by a third company which also directly or indirectly controls the Issuer,

where “control”, in relation to the Issuer, means the power of a person to secure:

— by means of the holding of shares or the possession of voting power in or in relation to the Issuer or any other company, or

— by virtue of any powers conferred by the articles of association or other document regulating the Issuer or any other company,

that the affairs of the Issuer are conducted in accordance with the wishes of that person (and “controlled” shall be construed accordingly), or

- (ii) a person, or persons who are connected with each other—
  - (a) from whom assets were acquired, or
  - (b) to whom the Issuer has made loans or advances, or
  - (c) with whom the Issuer has entered into specified agreements,

(A) where the aggregate value of such assets, loans, advances or agreements represents not less than 75 per cent of the aggregate value of the qualifying assets of the Issuer. For this purpose, a specified agreement

means any agreement, arrangement or understanding that:

— provides for the exchange, on a fixed or contingent basis, of one or more payments based on the value, rate or amount of one or more interest or other rates, currencies, commodities, securities, instruments of indebtedness, indices, quantitative measures, or other financial or economic interests or property of any kind, or any interest therein or based on the value thereof, and

— transfers to a person who is a party to the agreement, arrangement or understanding or to a person connected with that person, in whole or in part, the financial risk associated with a future change in any such value, rate or amount without also conveying a current or future direct or indirect ownership interest in an asset (including any enterprise or investment pool) or liability that incorporates the financial risk so transferred.

**Subscription Date** the date specified in a Pricing Supplement of the Issuer by which applications for Notes of the Issuer must be received.

**Target Interest Rate** the target interest rate as specified in the Pricing Supplement as determined by the Calculation Agent at or about the Calculation Date for an Interest Period.

**Temporary Suspension Event** The Directors may suspend the right of any investors to require redemption of any Notes in a Series in such circumstances as the Directors may, in their exclusive discretion, deem appropriate including (but without prejudice to the generality of the foregoing):

- (i) when the realisation of Collateral comprised in the relevant Series relating to that Series at that particular moment in time could adversely affect and prejudice the interests of investors;
- (ii) when for any reason the market value of Collateral comprised in the relevant Series cannot be reasonably, promptly or accurately ascertained or obtained; or
- (iii) when the disposal or realisation of Collateral comprised in the relevant Series is not practically feasible or possible (each a “**Temporary Suspension Event**”).

**Transaction Account** the Transaction Account as defined in the Agency Agreement.

**Transaction Documents** the CREST Settlement Agency Agreement, the Listing Particulars, a Subscription Form, the Agency Agreement, the Trust Deed, the Declaration of Trust, the Registrar’s Agreement and the Corporate Services Agreement.

**Trust Deed** shall mean the amended and restated trust deed entered into by the Issuer and the Trustee dated 13 June 2018, as modified and / or supplemented from time-to-time.



**Trustee**

DMS Governance Risk and Compliance Services Limited or such other person as may be appointed as a replacement trustee by the Issuer from time-to-time.

**Uncertificated Regulations**

means the Uncertificated Securities Regulations 2001 and the Irish Companies Act 1990 (Uncertificated Securities) Regulations 1996 (S.I. No. 68 of 1996), as amended by the Irish Companies Act 1990 (Uncertificated Securities) (Amendment) Regulations 83 2005 (S.I. No. 693 of 2005) and such other regulations made under section 1086 of the Irish Companies Act 2014 having force within Ireland as are applicable to EUI and / or the CREST “relevant system” (as defined in such regulations) and are from time-to-time in force.

## 2 SUMMARY

*The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in these Listing Particulars and related documents referred to herein. For a discussion of certain risk factors to be considered in connection with an investment in the Notes, see Section 3, 'Risk Factors'.*

### THE ISSUER AND THE SERVICE PROVIDERS

#### Issuer

Audacia Capital (Ireland) plc, a public limited company which was incorporated in Ireland on 9 March 2018 with registered number 622442. The authorised share capital of the Issuer is €100,000 divided into 100,000 ordinary shares of €1.00 each, of which 25,000 ordinary shares have been issued and quarter paid up.

#### Shareholders

All of the issued and outstanding shares are owned by the Share Trustee, DMS Governance Risk and Compliance Services Limited, which is a company incorporated in Ireland. Under the terms of the Declaration of Trust, the Share Trustee holds the benefit of the shares on trust for charitable purposes. The Share Trustee has no beneficial interest in, and derives no benefit other than its fees for acting as Share Trustee, from its holding of the shares.

#### Activities of the Issuer

The Issuer has been established as a special purpose vehicle for the purpose of issuing asset backed securities, acquiring assets in accordance with the Investment Parameters and entering into and carrying out its obligations in relation to the Notes.

The Issuer has not previously carried on any business or any activities other than those incidental to its registration and the authorisation and issue of the Notes.

The objects and purposes of the Issuer are limited to such matters which are necessary to carry out all or any transactions intended or required to implement or participate in a Securitisation Transaction and all related and ancillary acts including, without limitation, the acquisition, management and collection of credits and other receivables or other securitisation assets, the assumption of risks, the granting of secured loans, the issue of financial instruments or the borrowing of funds to finance the acquisition of assets or assumption of risks, the engagement of service providers to administer or support its activities and the entering into derivative instruments.

The main business focus of the Issuer is to issue financial instruments in the form of asset backed securities whose value or yield is linked to specific assets of a Series.

Any Collateral purchased by the Issuer in the course of a Securitisation Transaction may comprise cash held at banks and debt instruments issued by the Collateral Obligors, as specified in the relevant Pricing Supplement.

Except as regards the Audacia Collateral Obligor, none of the Collateral Obligors are owned or controlled, whether directly or indirectly, by the Issuer. The first directors of the Issuer were, indirectly, controllers and ultimate beneficial owners of the Audacia Collateral Obligor.

## THE NOTES

### **Issue Price**

The Issue Price shall be fixed in the Pricing Supplement but shall not be less than €1,000 per Note, or its equivalent in any other currency as shall be specified in the relevant Pricing Supplement.

### **Aggregate Nominal Amount**

The aggregate nominal amount of a Series is the money raised by the Issuer from the initial sale of the Notes in a Series which is, as soon as is reasonably practicable, applied by the Issuer to purchase the Collateral linked to the relevant Series, after deduction of the costs of the issue and the Issuer's (pro rata) general administrative costs and initial fees payable to Agents and, where applicable, CREST, for such Series;

### **Series**

Notes may be issued in a series of Notes having one or more Issue Dates and on terms otherwise identical, the Notes of each series being intended to be interchangeable with all other Notes of the same series.

### **Subscription Form and Pricing Supplement**

Each Series of Notes under these Listing Particulars will be offered by a Settlement Agent, or otherwise through a Subscription Form, as stated in the relevant Pricing Supplement which should be read in conjunction with these Listing Particulars.

Each Pricing Supplement will outline the terms specific to that Offering of Notes including:

- (a) Issue Price;
- (b) Issue Date;
- (c) Series Maturity Date (if different to the Maturity Date);
- (d) Target Interest Rate;
- (e) the Settlement Agent for the relevant Notes (if any); and
- (f) any other Series-specific information.

## **The Notes**

The Notes may be issued in one or more Series of Collateral-backed dematerialised securities or registered certificated securities, as subscribed in accordance with these Listing Particulars.

Alternatively, the Notes may be issued in one or more Series of Collateral-backed registered form securities represented by definitive registered certificates.

For each Series, the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally amongst other Notes in that Series. A Series may be comprised of dematerialised Notes and of Notes represented by definitive registered certificates. A Noteholder of a security in registered form may require the Company to convert such Note into a dematerialised security.

The value or yield of Notes issued in any Series shall be linked to the securitised Collateral comprised in that Series. The Notes are limited recourse obligations of the Issuer which are payable solely out of amounts received (cash flow) by or on behalf of the Issuer in respect of the Collateral comprised by that Series. The Notes shall otherwise represent debt obligations incumbent upon the Issuer.

Repayment of the principal under the Notes would be subject to the Issuer having received payments from the Collateral comprised in the relevant Series. The Notes are not insured or guaranteed by any government or government agency.

## **Form of the Notes**

The Notes will be issued as uncertificated, dematerialised registered securities and no certificates shall be delivered to investors.

The Notes shall be held in uncertificated registered form in accordance with the Uncertificated Regulations and as such are dematerialised and not constituted by any physical document of title.

Alternatively, the Notes may be issued, if indicated in the relevant subscription form and accepted by the Issuer, in registered certificated form.

The Notes are issued in Series and each Series may be issued in Tranches on the same or different Issue Dates.

The Issuer may issue further Tranches of Notes of each Series which will be fungible with other Notes of that Series and backed by the same assets backing the other Notes of that Series.

The specific terms of each Tranche will be specified in the Pricing Supplement and, except for the Issue Date, Issue Price, first payment of interest, accrued interest and notional amount of the Tranche, and Settlement Agent (if any) each Tranche terms will be identical to others of the same Series.

### **Currencies**

Subject to compliance with all applicable laws and regulations, Notes may be issued in any currency as shall be specified in the relevant Pricing Supplement.

### **Proceeds of the Notes**

The Notes seek to provide investors with attractive risk-adjusted returns over time.

The proceeds of the Notes of a relevant Series will be used to acquire Collateral.

The Collateral of a Series may comprise cash held by the Issuer in segregated accounts for the Series and debt instruments issued by the Collateral Obligor of that Series, whether traded on a Regulated Market or otherwise. Collateral shall not comprise equity securities, units or shares in collective investment schemes or real estate.

The Collateral has characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

Except for the Cash Reserve, the Issuer will use all the Aggregate Nominal Amount to subscribe for the Collateral comprised in the relevant Series such that the level of collateralisation in each Series shall be approximately 100%.

For each Series, the Collateral shall be comprised exclusively of cash and debt instruments issued by a Collateral Obligor ("**Securitisation Bonds**") such that the Notes shall not be backed by an actively managed pool of assets.

### **Cash Reserve**

Having regard to the potentially limited liquidity of the Collateral, the Issuer shall retain a reserve in cash of at least 8 per cent of the Aggregate Nominal Amount in order to cover potential redemption requests or other events requiring liquidity among the Notes and the Collateral.

### **Limited Recourse Nature of the Notes**

The claims of the Noteholders of a relevant Series against the Issuer in respect of the Notes or the Transaction Documents shall be limited to the value from time-to-time of the assets or the proceeds of sale of assets of the Issuer. Each Noteholder agrees and accepts that the Noteholders of any Series shall not look to the sums which are attributable to another Series in satisfaction of the obligations of the Issuer.

Following the distribution of such assets or proceeds in accordance with the Priorities of Payments, the Noteholders may not take any further step against the Issuer, or any of its assets to recover any sums due but unpaid to it on its own right, and all claims and all rights to claim of the Noteholders against the Issuer in respect of each such sum unpaid shall be extinguished.

Other than the lodging of a claim in the liquidation of the Issuer which is initiated by another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer under the Notes and the Transaction Documents, the Noteholders may not institute against, or join any person in instituting against, the Issuer any bankruptcy, winding up, reorganisation, examinership, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law.

None of the Agents have any obligation to the Noteholders for payment of any amount by the Issuer in respect of the Notes or the Transaction Documents and no recourse for or under any obligation, covenant or agreement of the Issuer contained in the Notes or the Transaction Documents shall be had against any shareholder, officer, director, employee or agent of the Issuer or the Agents, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the Notes and the Transaction Documents are a corporate obligation of the Issuer.

## **Settlement and Clearing**

Notes of the Issuer will be issued as uncertificated registered securities.

Uncertificated registered securities shall be held in uncertificated registered form in accordance with the Uncertificated Regulations and as such are dematerialised and not constituted by any physical document of title. Uncertificated registered Notes shall be cleared through CREST and are participating securities for the purposes of the Uncertificated Regulations. Title to the uncertificated registered Notes is recorded on the Register and shall pass by registration in the Register.

## **NOTEHOLDERS**

### **Status of Noteholders**

Each Noteholder by subscribing for and purchasing Notes of a Series will be deemed to represent, warrant and agree that that it is and that for so long as it remains the registered holder of the Notes it shall remain a Permitted Holder.

Each Noteholder will be required to immediately notify the Issuer in the event that it ceases to be a Permitted Holder

and the Issuer may then (and for so long as the Noteholder remains other than a Permitted Holder) demand that the Noteholder sell the Notes to a Person who is a Permitted Holder and if the Noteholder does not comply with such a demand within 20 Business Days, the Issuer may sell the Notes.

**Requirement for a Permitted Holder** Unless otherwise agreed in writing by the Issuer, all Noteholders must be Permitted Holders.

**Role of the Trustee** The Trustee acts as a representative of the Noteholders with a right of access to relevant information relating to the Notes and the investments of the Issuer.

## **REDEMPTION**

**Redemption** Unless otherwise redeemed, Notes will be repaid in full on their Maturity Date by the Issuer.

**Maturity Date** The Notes are constituted for a limited duration ending on 31 December 2025 or such earlier date as outlined in the Pricing Supplement or as determined by the Issuer and notified to Noteholders.

**Early Redemption at the Option of the Noteholder** Notes may be redeemed by the investor by submitting a Redemption Notice to the Issuer and the Calculation Agent at least one (1) Business Day prior to the commencement of the Redemption Notice Period.

The Notes may be redeemed by the Issuer provided that investors are notified as prescribed.

**Redemption Amount** Notes will be redeemed at the Redemption Amount as described in Section 7 '**Investor Return**' of the Listing Particulars.

**Redemption Values** The value or yield of the Notes shall be linked to the securitised Collateral comprised in the Series. The Notes are limited recourse obligations of the Issuer which are payable solely out of amounts received by or on behalf of the Issuer in respect of the Collateral. The payment of principal under the Notes is subject to the Issuer having received payments and / or realisation proceeds from the Collateral comprised in the Series.

If the Issuer is not able to redeem or realise the Collateral, the Issuer may be unable to redeem the linked Notes. If the Collateral comprised in the Series or the proceeds from the disposal thereof are insufficient for the final and full settlement of the claims of investors, the Issuer will not be liable for any shortfalls. Should the value of the Collateral decline, the Notes would decline in value and an investor should be prepared to sustain a total loss of his investment in the Notes.

**Dealing Charge**

On a redemption of the Notes with respect to the Maturity Date, a dealing charge may be deducted from the Redemption Amount, the amount of which will be determined by or on behalf of the Issuer and which will reflect the expenses charges or costs incurred by the Issuer in selling assets to realise sufficient funds to discharge the Redemption Amount in respect of the Note.

**INTEREST****Interest**

While the Issuer has no obligation to pay interest on the Notes prior to a redemption or realisation from the Collateral acquired with the Aggregate Nominal Amount of Notes, it proposes to pay Interest on each Payment Date at the Target Interest Rate included in the Pricing Supplement for those Notes.

**Payment of Interest**

On each Payment Date, the Issuer will pay the Interest coupon to the Noteholder. This will be specified in the Series' Pricing Supplement.

**Deferral of Interest**

Non-payment of interest amounts due and payable on the Notes as a result of the insufficiency of available funds will not constitute an Event of Default. To the extent that interest payments on the Notes are not made on the relevant Payment Date, such unpaid interest will be deferred and with effect from, and including, such Payment Date, interest will accrue on such unpaid amount at the rate of interest applicable to such Notes and will be paid as part of the Payment Amount on the next Payment Date to the extent that sufficient funds are available to do so in accordance with the Priorities of Payments. Any such accrued interest that remains unpaid on any Payment Date will itself be deferred and interest will accrue thereon and be payable in accordance with the foregoing.

Failure on the part of the Issuer to pay the Interest Payment Amounts due and payable on any Note as the result of any deduction therefrom or the imposition of any withholding tax thereon shall not be an Event of Default.

**Extended Maturity Date**

The Issuer may, in its sole discretion, defer the date for final redemption of the Notes:

- a) without the consent of the Noteholders, to any Business Day falling not later than the first anniversary of the Maturity Date; and / or
- b) with the consent of the Noteholders of that Series acting by ordinary Resolution from time-to-time, to the latest Business Day proposed by the Issuer and confirmed in any such ordinary Resolution from time-to-time.



## **TRANSFERS OF NOTES**

### **Transfer Provisions**

All transactions in respect of the Notes in the open market or otherwise must be effected through an account with EUI. All transfers of the Notes shall be subject to and made in accordance with the Uncertificated Regulations and the rules, procedures and practices in effect of the Registrar and CREST. The Uncertificated Regulations and such rules, procedures and practices may change from time-to-time.

If at any time the Notes cease to be held in uncertificated form and / or accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that the Notes will cease to be held in uncertificated form and cleared through CREST and / or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or CREST announces an intention permanently to cease business or does in fact do so, the Notes shall continue to be in registered form and the Issuer, the Registrar, the Paying Agent and any other relevant party may agree such procedures as they determine necessary in relation to the transfer of the Notes and shall as soon as reasonably practicable give notice thereof to the Noteholders in accordance with Condition 15.

If the rules and procedures of the Registrar and / or for so long as the Notes are held in CREST the rules and procedures of CREST include any closed period in which no Noteholder may require the transfer of a Note to be registered in the Register, such closed periods shall apply to the Notes. Details of any such closed period are available from the Registrar.

Transactions in the Notes will be transferable only in a number not being less than the Minimum Tradable Amount. Notes may be transferred in whole or in part in a Minimum Trading Amount or multiples of a Minimum Trading Amount (provided that following any transfer in part, the Notes retained by the transferor must be equal to the Minimum Trading Amount).

The Minimum Trading Amount for each Note is specified in the relevant Pricing Supplement for that Series of Notes.

### **Registered Notes**

Any Notes which are issued in registered form and represented by definitive registered certificates may only be transferred:

- i) where the transferee is a Permitted Holder; and

- ii) upon delivery to the Registrar of the current Certificate for cancellation and together with a form of transfer duly completed and executed and any other evidence or documentation that the Issuer or Registrar may reasonably require whereupon the Registrar will update the Register accordingly.

Transactions in the Notes will be transferable only in a number not being less than the Minimum Tradable Amount. Notes may be transferred in whole or in part in a Minimum Trading Amount or multiples of a Minimum Trading Amount (provided that following any transfer in part, the notes retained by the transferor must be equal to the Minimum Trading Amount).

The Minimum Trading Amount for each Note is specified in the relevant Pricing Supplement for that Series of Notes.

## **DISTRIBUTION**

### **Method of Issue**

The Notes of each Series are expected to be distributed by way of private placements by the Issuer or by the CREST Settlement Agent on the Issuer's behalf.

### **Subscription**

Where a CREST Settlement Agent is appointed in the Pricing Supplement for a particular Tranche, the Notes shall be subscribed from the Settlement Agent, who shall issue them to investors on a delivery versus payment basis and subsequently transfer the Issue Price of the Notes allocated to each investor from the Issuer's account held with the CREST Settlement Agent to the bank account notified to the CREST Settlement Agent in accordance with the terms of the CREST Settlement Agency Agreement.

Where no CREST Settlement Agent is appointed in the Pricing Supplement for a particular Tranche, pursuant to an application for Notes by a prospective investor, the said investor shall subscribe for the Notes and shall transfer funds in settlement of the aggregate Issue Price of the Notes allocated to him within three (3) Business Days from the date on which such allocation is notified to him.

The Issuer thereafter, and as soon as is reasonably practicable, shall (subject to the Cash Reserve) subscribe for the Securitization Bonds of the Series by virtue of a true sale transaction and shall accordingly acquire the Securitization Bonds directly from the Collateral Obligor against cash consideration.

The Notes shall be issued in the course of a Securitisation Transaction to be undertaken by the Issuer will use the

proceeds from the issue of the Notes solely for the purpose of investing in the Collateral to be allocated to that Series of Notes and in the settlement of the Issuer's (*pro rata*) Permitted Expenses and initial fees chargeable by the Agents and CREST.

**Minimum Subscription of Notes** The minimum subscription amount for the Notes will be specified in the relevant Pricing Supplement of that Series of Notes but will not be less than EUR €10,000.

## **BORROWING**

**Permitted Borrowings** The Issuer shall not be permitted to incur indebtedness, other than by the issue of the Notes, except for borrowing or raising funds to discharge its Permitted Expenses.

## **GENERAL**

**Status of Notes** The Notes of each Series will constitute unsecured obligations of the Issuer ranking *pari passu* and without any preference amongst themselves.

The payment obligations of the Issuer under the Notes shall, save for such exceptions as may be provided by applicable legislation and subject to the Priorities of Payments and the Limited Recourse, Non-Petition and No Recourse provisions applicable to them, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

**Priorities of Payments** In accordance with the terms of the Agency Agreement, payments by the Issuer are subject to a prescribed Priorities of Payments whereby payments of Permitted Expenses will be made ahead of any payments on the Notes of each Series.

**Permitted Expenses** Permitted Expenses are all fees and expenses necessary for the Issuer to operate its business.

**Withholding Tax** The Issuer will not pay any additional amounts to Noteholders in the event of the imposition of any withholding tax.

**Governing Law** Irish.

**Listing** The Issuer intends to apply for the Notes issued by the Issuer pursuant to these Listing Particulars to the Official List of Euronext Dublin and admitted to trading on GEM. The Issuer also has the ability to issue Series of Notes which are not listed on GEM and not covered within the scope of these Listing Particulars.

Application may also be made to admit the Notes for listing on any other Regulated Market and / or a multilateral trading facility as shall be specified in the relevant Pricing Supplement.

### **Selling Restrictions**

A Noteholder is responsible for ascertaining the relevant subscription, sales and transfer restrictions applicable.

The offer and sale of the Notes may be restricted in certain jurisdictions.

### 3 RISK FACTORS

**The purchase of any investment involves substantial risks. Each prospective purchaser of the Notes should be familiar with instruments having characteristics similar to the Notes and should fully understand the terms of the Notes and the nature and extent of its exposure to risk of loss.**

**Before making an investment decision, prospective purchasers of the Notes should conduct such independent investigation and analysis regarding the Issuer, the Notes and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes. However as part of such independent investigation and analysis, prospective purchasers of the Notes should consider carefully all the information set forth in these Listing Particulars and the considerations set out below.**

#### 3.1 Risk Factors - General

##### Limited Resources of the Issuer

The rights of investors holding Notes in any Series to participate in the assets of the Issuer is limited to the Collateral relating to that Series. If payments received by the Issuer in respect of such Collateral are not sufficient to make all payments due in respect of the linked Notes, the obligations of the Issuer in respect of the Notes in that Series will be limited to such Collateral and the income or proceeds derived or realised by the Issuer therefrom.

Following application of such realisation proceeds in accordance with the Conditions, the claims of the relevant investors holding linked Notes and any other persons for any shortfall shall be extinguished and the relevant investors and such other persons may not take any further action to recover such shortfall.

Failure to make any payment in respect of any such shortfall shall not constitute an event of default and any shortfall shall be borne by the relevant investors holding linked Notes and any other persons as the case may be according to the priorities specified in the Listing Particulars.

Investors should be aware that, in the event of any such shortfall:

- 3.1.1 the Issuer shall be under no obligation to make any additional payments and the other assets (if any) of the Issuer including, in particular, Collateral comprised in a Series relating to the Notes issued in any other Series, will not be available for payment of such shortfall;
- 3.1.2 all claims in respect of such shortfall shall be extinguished; and
- 3.1.3 the investors and any counterparty of the Issuer in respect of such Series shall have no further claim against the Issuer or in respect of such unpaid amounts.

The Issuer will seek to contract with parties on a 'limited recourse' basis such that claims against the Issuer in relation to each Series would be restricted to the Collateral relating to the relevant Series. In addition, the Issuer will seek to contract with parties on a 'non-petition' basis. Provided such parties have agreed a non-petition clause, no such party will be able to petition or take any other step for the winding-up, the liquidation or the bankruptcy of the Issuer or any other similar insolvency related proceedings.

However, there is no guarantee that the Issuer will be able to contract on a limited recourse and non-petition basis with respect to all agreements that the Issuer may enter into from time-to-time in relation to any particular Series. There may be creditors whose claims are preferred

by law. The Collateral may be subject to claims by creditors other than the relevant Noteholders holding Notes relating to that Collateral – resulting in a shortfall in the amounts available to meet the claims of the relevant Noteholders.

### **Lack of Operating History**

The Issuer was only incorporated on 9 March 2018, and as such it does not have any established track record which could be utilised as a basis for evaluating its potential performance.

### **Risk of Loss and Market Fluctuation**

An investor may potentially lose a substantial portion or all of its investment in the Notes if the underlying assets fail to perform in line with expectations.

### **Dependence on Directors**

The Directors will make all decisions regarding the general management of the Issuer. The Directors will also make all decisions with respect to the Collateral comprised in a Series. As a result, the success of your investment in the Notes depends largely upon the ability of the Directors. Investors have no right or power to take part in the management of the Issuer. Subject to the Directors' fiduciary responsibilities to the Issuer, the Directors shall have no personal liability to the Noteholders for the return of any capital invested, it being understood that any such return shall be made solely from the Collateral relating to such Notes.

### **Illiquid Market for Notes**

The Notes have no established trading market. Furthermore, there can be no assurance that a secondary market will develop or, if it does develop, that it will provide Noteholders with substantial liquidity or that any such liquidity will continue for the life of the Issuer. The Issuer is not obligated to make a market for any Series of Notes, and may or may not do so. Limited liquidity will adversely affect the timing of a Noteholders resale of Notes or the price obtainable in the case of a resale.

### **Not a Bank Deposit**

Any investment in the Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issue of the Notes.

### **Rating of the Notes**

Neither the Notes nor the Issuer are as at the date of these Listing Particulars rated by a credit rating institution.

### **Liability for the Notes**

The Notes are the obligations of the Issuer only and do not establish any liability or other obligation of any other person mentioned in these Listing Particulars including but not limited to the Agents, or any of their directors, officers or shareholders of the Issuer or the Agents. None of the foregoing or any other person has assumed any obligation in case the Issuer fails to make a payment due under any of the Notes.

### **Limited Liquidity of the Underlying Assets on Liquidation of the Issuer**

In the event of the liquidation of the Issuer, the assets of the Issuer may be realised by the Issuer at a value agreed between the Issuer and the relevant purchaser of such assets. As

some of the assets in which the Issuer invests may attract a limited number of potential purchasers in the market, the amount realised by the Issuer in respect of the transfer of its assets to a purchaser in such circumstances may not be sufficient to make payments to redeem all of the Notes in full at their then outstanding principal amount.

The Issuer is subject to the risk of the failure or default of any Collateral Obligor or counterparty.

### **Credit Risk**

Credit risk will affect the performance of, and investor return on, the Notes. Performance may be affected, *inter alia*, by the default or perceived credit impairment of any individual assets of the Issuer. In addition, performance of, and investor return on, the Notes may be affected by the credit quality and performance of any counterparties with which the Issuer may contract.

### **Redemption Risk**

The Noteholders will not have the option to have the Notes redeemed prior to the Maturity Date.

As the Redemption Amount on the Notes of a particular Series will be affected by movements in the value of the assets of the Issuer attributable to the relevant Series of Notes, investors may lose part of or the entire value of their investment.

Investors should also note that the Directors may in certain circumstances suspend valuation calculations in respect of the Notes. The circumstances in which such a suspension may be made are essentially based on *force majeure* or generally systemic issues leading to a major lessening of the liquidity of the Issuer's assets from which the Notes derive value. In such circumstances, valuations in respect of "suspended" Notes of a Series will be made as soon as practicable after the end of the suspension period. Should circumstances exist which meet the suspension criteria above, then suspension periods may be contiguous.

### **Regulatory Risk**

Regulatory risk arises from a failure or inability to comply fully with the laws or regulations applicable to the Issuer. Non-compliance could lead to fines, public reprimands, damage to reputation, enforced suspension of operations or, in extreme cases, withdrawal of authorisation to operate.

### **General Data Protection Regulation**

The General Data Protection Regulation (the "**GDPR**"), applicable across the European Union from 25 May 2018, introduces new compliance obligations in relation to the commercial use of customer data (with significant fines of up to 4% of global turnover for certain aspects of non-compliance). The GDPR ascribes a strict timeline to breach notification with companies required to inform the relevant supervisory authority within 72 hours of any data loss. Furthermore the GDPR provides for extensive individual rights in relation to personal data, including rights of access, correction, deletion, blocking, objection, erasure and data portability. Amongst other requirements, the GDPR requires that companies implement technical and organisational data security measures to ensure a level of security appropriate to the risk involved in the data usage. It is possible that the GDPR will affect the operations of the Issuer.

### **Taxation**

#### *Irish Withholding Taxes on Interest paid in respect of the Notes*

The Issuer will not make any additional payments to Noteholders for any withholding or deduction that is required under applicable law on payments on the Notes. If the Issuer is

required to make a withholding or deduction on the Notes, it will make commercially reasonable efforts to avoid the application of withholding taxes. If the Issuer cannot avoid the withholding taxes, it may, but is not required to, redeem the Notes. If withholding taxes are imposed on the Notes and the Issuer does not redeem them, the withholding taxes will reduce the amount of Interest that each Noteholder will receive by the amount of such withholding taxes. The application of withholding taxes is discussed in more detail under the ‘**Taxation**’ section of these Listing Particulars.

#### *Irish Corporate Taxation of the Issuer*

The Issuer intends that it will conduct its business so that it should be considered tax-resident in Ireland. The Issuer intends to satisfy the criteria to be a ‘Qualifying Company’ (as defined in Section 110 of Ireland’s Taxes Consolidation Act 1997) and to elect into that Securitisation Regime. As a Qualifying Company for the purposes of the Irish Securitisation Regime, after calculating net taxable income for Irish tax purposes, the Issuer expects that it will be taxable at a rate of 25 percent on its income and gains. The Issuer also expects to be entitled to a corporate tax deduction for its operating expenses as well as the Interest paid to the Noteholders in respect of the Notes. However, there is a risk that the interest would not be deductible if it is paid on a Quoted Eurobond to a ‘specified person’ within the meaning of Section 110 of the Taxes Consolidation Act 1997, or that where the instrument is not a Quoted Eurobond, that interest paid would only be deductible if paid to certain other persons; therefore, the deductibility of interest on the Notes is subject to the owners of the Notes being Permitted Holders for these purposes.

The Issuer cannot guarantee that it will meet, on an ongoing basis, all of the relevant conditions of Section 110, Taxes Consolidation Act 1997. Where the Issuer does not meet the relevant conditions, its Irish corporation tax liability may increase thereby reducing the amount of returns to investors. There may also be adverse tax impacts under other tax heads including stamp duty, value added tax and withholding taxes.

#### *OECD Action Plan on Base Erosion and Profit Shifting (“**BEPS**”)*

In July 2013, the OECD released a Comprehensive Action Plan on BEPS (“**BEPS Plan**”). They set out the timetable to work with governments in approximately 40 participating countries, taxing authorities and business representatives to develop and implement these actions over the course of 2014, 2015 and beyond.

The BEPS Plan covers a wide ranging list of actions which could potentially have far reaching tax consequences for all businesses. Discussion papers have been issued on all of the topics (e.g., prevention of abuse of tax treaties; deductibility of interest costs; determination of permanent establishments; transfer pricing of services, intangibles and risk; treatment of hybrid mismatches), and final papers issued on several matters.

One of the main objectives of the BEPS Action Plan is to combat “base erosion” of tax revenues including situations where tax treaties are used for this purpose. The recommendations include two specific measures in this regard.

The objectives of Action 6 of the BEPS Plan are to (i) develop model treaty provisions and recommendations regarding the design of domestic rules to prevent the granting of treaty benefits in inappropriate circumstances; (ii) clarify that tax treaties are not intended to be used to generate “double non-taxation”; and (iii) identify tax policy considerations for jurisdictions to consider before entering into treaties.

The OECD concluded in its final report in October 2015 that the preferred approach to preventing the granting of treaty benefits in inappropriate circumstances is to include in treaties both a limitation of benefits (“**LOB**”) article and a general anti-abuse rule in the form of a



principal purpose test (“**PPT**”). The ‘minimum standard’ required by Action 6 may also be met through the use of a PPT alone or through the use of an LOB in conjunction with other anti-abuse rules in the treaty or domestic law that address conduit arrangements.

The aim of Action 7 of the BEPS Plan is to develop changes to the definition of permanent establishment (“**PE**”) to prevent abuses of that threshold, including through the use of commissionaire arrangements and the specific activity exemptions to avoid PE status where core activities are involved. In its final report, the OECD has recommended, *inter alia*, an expanded scope of what is proposed to constitute a PE, focusing on the negotiation and final conclusion of contracts. As a result, under certain circumstances, sales support and marketing type activities may constitute a PE. Furthermore, the exception for independent agents will no longer apply for companies belonging to the same group, if that person acts exclusively or almost exclusively on behalf of one or more related enterprises.

In addition, the OECD has also recommended that new rules be introduced to restrict interest deductions in certain circumstances. These include situations where the interest has so-called ‘hybrid’ characteristics or is paid as part of, or within, a ‘hybrid’ structure such that it is treated as exempt income in the hands of the recipient, where a tax deduction has been taken. Ireland has already introduced certain restrictions on the tax deductibility of interest on profit-participating debt paid by companies within the Securitisation Regime (Section 110, Taxes Consolidation Act 1997) which apply where certain recipients are not subject to tax on the interest income. In order to avoid this restriction applying, all Noteholders must be Permitted Holders.

The OECD proposals also include recommendations to restrict interest deductibility to an amount determined as a percentage of the payer’s Earnings Before Interest, Taxation, Depreciation, and Amortisation (“**EBITDA**”).

While final recommendations have been issued, the timetable for, and practical implications of, implementation of these proposals is not clear. Consequently, it is very difficult to predict with any degree of certainty what changes may ultimately result from the BEPS Plan and therefore no assurance can be given as to the impact of the BEPS proposals on the Issuer.

#### Implementation of the recommendations in the Final Report

The OECD Action Plan noted the need for a swift implementation of any measures which are finally decided upon and suggested that Actions 6 and 7, among others, could be implemented by way of multilateral instrument, rather than by way of negotiation and amendment of individual tax treaties.

Subsequently, therefore, on 24 November 2016, the OECD published the text and explanatory statement of the “Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting”, developed by an ad hoc group of 99 countries which included Ireland and the UK (the “**Multilateral Instrument**”). The Multilateral Instrument is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures. The first high-level signing ceremony for the Multilateral Instrument took place on 7 June 2017. The United Kingdom and Ireland signed the Multilateral Instrument with both countries indicating that the double tax treaty entered into between the United Kingdom and Ireland is to be designated as a Covered Tax Agreement (“**CTA**”), being a tax treaty that is to be modified by the Multilateral Instrument. The United Kingdom and Ireland have submitted their preliminary lists of reservations and notifications. However, the definitive positions of the United Kingdom and Ireland will be provided upon the deposit of its instrument of ratification, acceptance or approval of the Multilateral Instrument. The OECD Frequently Asked Question on the Multilateral Instrument dated June 2017 notes that the PPT is expected to apply to all treaties covered by the Multilateral Instrument.

Accordingly, at least some of the recommendations of the Final Reports on Actions 6 and 7 may be applied to existing tax treaties in a relatively short time. However, the Multilateral Instrument generally allows participating countries to opt in or out of various measures which are not a BEPS “minimum standard”. It remains to be seen, therefore, precisely which options participating countries will choose and, as the Final Report on Action 6 observed, there are various reasons why countries may not implement the proposed amendments in an identical manner and / or to the same extent.

In particular it remains to be seen what specific changes will be made to the UK/ Ireland double tax treaty and any other double tax treaty on which the Issuer may rely (for example, in receiving interest from an overseas borrower at a potentially reduced rate of withholding tax under an applicable double tax treaty). A change in the application or interpretation of these double tax treaties (as a result of the adoption of the recommendations of the Final Report by way of the Multilateral Instrument or otherwise) might result in the Issuer being treated as having a taxable permanent establishment outside of Ireland, in denying the Issuer the benefit of Ireland’s network of double tax treaties or in other tax consequences for the Issuer. In each case, this could have a material adverse effect on the Issuer’s business, tax and financial position.

#### *EU Anti-Tax Avoidance Directive*

Council Directive (EU) 2016/1164 (“**EU ATAD**”) lays down measures to combat tax avoidance practices that directly affect the functioning of the internal market. Many of these measures are ultimately derived from the OECD’s BEPS initiative and there are a number of similarities between the OECD proposals and EU ATAD. The BEPS recommendations relating to interest limitations (Action 4) and hybrid instruments and entities (Action 2), both of which were not mandatory, are addressed in the EU ATAD and are mandatory for EU member states. However, even where there are common concepts between the OECD BEPS initiative and EU ATAD, there are a number of differences in detail.

While the provisions in the EU ATAD have been agreed, additional details on the operation of the provisions and how Member States will adopt them into local law are required. Most of the measures are due to be implemented with effect from January 1, 2019 though some may be deferred at the discretion of the relevant member state. In addition, it has been signalled that some further initiatives are likely.

EU ATAD contemplates the introduction of a net interest restriction based on 30% of tax EBITDA. However, member states will have the option of applying a ‘group ratio rule’ whereby the allowable percentage of EBITDA that would be allowed as a deduction in respect of interest could be increased to reflect the group’s overall third-party interest payments (as a percentage of group EBITDA). Further relief would be available to the extent that the individual entity’s equity-to-assets ratio is 98% or higher of the group’s equivalent ratio. The implementation of this provision may be deferred until 2024 where a Member State has measures in place to address base erosion through financing. The Irish Government has confirmed that they believe they can defer the implementation of this provision.

EU ATAD contemplates the introduction of anti-avoidance measures in respect of certain ‘hybrid’ entities and financial instruments which result in either tax deductions arising in two member states for the same expense or a tax deduction arising in one country for a payment where the receipt of that payment is not taxable in the other country. EU ATAD contemplates a denial of one of the tax deductions in the former instance and a denial of the (only) tax deduction in the latter case. The proposals also deny a deduction where interest is paid to certain connected persons (25% or greater ownership of capital, voting rights or profit participation, directly or indirectly) or where the instrument on which the payment is made has priced in a tax saving arising from its hybrid nature, or the instrument is designed to create

hybrid mismatch outcomes. Ireland has already introduced certain restrictions on the tax deductibility of interest on profit-participating debt paid by companies within the Securitisation Regime (Section 110, Taxes Consolidation Act 1997) which apply where certain recipients are not subject to tax on the interest income. In order to avoid this restriction applying, all Noteholders must be Permitted Holders.

EU ATAD contemplates the introduction of an 'exit charge' whereby a change of residence of that entity or the disposal of assets or a business by an entity to or from its head-office and foreign branches should give rise to a deemed disposal of the relevant assets / business at market value. This exit charge would only apply where, as a result of the transfer of residence or assets / business, the jurisdiction of the transferor ceases to have taxing rights over the assets/business. On the basis that it is not contemplated that the Issuer will migrate residence, this provision should not have any application.

Finally, EU ATAD contemplates the introduction of a general anti-avoidance rule by all EU member states. This rule would only apply to a transaction where the main purpose is to achieve a tax advantage in situations where it defeats the object or purpose of the law concerned. The rule can only apply where the underlying transactions are not genuine i.e. not put in place for valid commercial reasons which reflect economic reality. As Ireland already has a general anti-avoidance rule, it is unlikely that this creates any incremental obligations.

#### *EU Anti-Tax Avoidance Directive 2*

On 21 February 2017, the Economic and Financial Affairs Council of the European Union agreed an amendment to the Anti-Tax Avoidance Directive to provide for minimum standards for counteracting hybrid mismatches involving EU Member States and third countries ("**Anti-Tax Avoidance Directive 2**"). Anti-Tax Avoidance Directive 2 requires EU Member States to either delay deduction of payments, expenses or losses or include payments as taxable income, in case of hybrid mismatches. Anti-Tax Avoidance Directive 2 needs to be implemented in the EU Member States' national laws and regulations by 31 December 2019 and will have to apply as of 1 January 2020, except for the provision on reverse hybrid mismatches for which implementation can be postponed to 31 December 2021, and will apply as of 1 January 2022.

#### *Risk of U.S. Withholding Tax*

The Issuer will be required to comply (or be deemed compliant) with the reporting and withholding requirements (known as "**FATCA**") designed to inform the U.S. Department of the Treasury of U.S.-owned foreign investment accounts. Failure to comply (or be deemed compliant) with these requirements will subject the Issuer to U.S. withholding taxes on certain U.S.-sourced income and gains with effect from July 1, 2014. Pursuant to an intergovernmental agreement between the United States and Ireland, the Issuer may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports U.S. Reportable Account information directly to the Irish government. Noteholders may be requested to provide additional information to the Issuer to enable the Issuer to satisfy these obligations. Failure to provide requested information may subject a Noteholder to liability for any resulting U.S. withholding taxes, U.S. tax information reporting, and / or mandatory redemption, transfer or other termination of the Noteholder's interest in its Notes. Detailed guidance as to the mechanics and scope of this new reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any such guidance on future operations of the Issuer. The administrative cost of compliance with FATCA may cause the operating expenses of the Issuer to increase, thereby reducing returns to investors. FATCA may also require the Issuer to provide to the U.S. Internal Revenue Service private and confidential information relating to certain investors. See the '**Foreign Account Tax Compliance Act**' subsection of the '**Taxation**' section of these Listing Particulars.

## **Insolvency of the Issuer**

Under Irish law, upon an insolvency of an Irish company such as the Issuer, the claims of a limited category of preferential creditors will take priority over the claims of general unsecured creditors. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the Irish courts (see '**Examination**' below).

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax whether the liabilities are due on its own account or as an agent or trustee.

Enforcement of rights of Noteholders against the Issuer may also be limited by bankruptcy, insolvency, liquidation, reorganisation and other laws of general application in Ireland relating to or affecting the rights of creditors including, without limitation the power of the Irish High Court, if it deems it just and equitable to do so, to order any person who appears to have the use, control or possession of such property or the proceeds of the sale or development thereof to deliver it or pay a sum in respect of it to the liquidator on such terms or conditions as the court sees fit.

Furthermore, an Irish court has jurisdiction to order "if it is satisfied that it is just and equitable to do so" that a company related to the company in liquidation (such as its parent) should pay to the liquidator an amount equal to the whole or part of the debts of the subsidiary.

## **Examination**

Examination is a court procedure available under the Irish Companies Act 2014, as amended, to facilitate the survival of Irish companies in financial difficulties.

The company, the directors of the company, a contingent, prospective or actual creditor of the company, or shareholders of the company holding, at the date of presentation of the petition, not less than 1/10<sup>th</sup> of the voting share capital of the company are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after his appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to his appointment. Furthermore, he may sell assets the subject of a fixed charge. However, if such power is exercised he must account to the holders of the fixed charge for the amount realised and discharge the amount due to them out of the proceeds of sale.

During the period of protection, the examiner will compile proposals for a compromise or scheme of arrangement to assist the survival of the company or the whole or any part of its undertaking as a going concern.

A scheme of arrangement may be approved by the Irish High Court when at least one class of creditors has voted in favour of the proposals and the Irish High Court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement. In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors.

The primary risks to the Noteholders if an examiner were to be appointed to the Issuer are as follows:

- (a) the potential for a scheme of arrangement being approved involving the writing down of the debt due by the Issuer to the Noteholders;

- (b) the potential for the examiner to seek to set aside any negative pledge in the terms of the Notes prohibiting the creation of security or the incurrence of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
- (c) in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the Irish High Court) will take priority over any amounts owed to the Noteholders under the terms of the Notes.

### **Exchange Rate**

Investors whose assets are not denominated in the currency of the Notes which they acquire will be exposed to changes in the exchange rate between their local currency and the currency in which the Notes of a particular Series are denominated which might affect the returns available to them positively or negatively.

### **Fees and Expenses**

Investors should note that, in relation to a Series of Notes, fees and expenses (including fees payable to any Agent or person as set out in these Listing Particulars and / or in the Pricing Supplement), may rank senior to payments on the Notes.

### **External Factors**

The Issuer is subject to certain risks inherent in the economy in general and which are beyond its control, including but not limited to changes in interest rates and inflation and the markets in which it operates and may operate in the future. The returns on the Collateral may also be adversely affected by the political, social and economic climate in any relevant country.

### **Brexit**

The prospective withdrawal of the United Kingdom from the European Union could adversely affect the economic conditions in the UK, Europe and globally and thus, may have a negative impact on the Issuer's ability to make payments under the Notes.

## **3.2 Risk Factors relation to the Notes**

### **General**

Any payment by the Issuer in respect of the Notes is dependent upon receipt by the Issuer of payments or proceeds from the Collateral (or the realisation of the Collateral, in whole or in part) relating to the said Notes of that Series and acquired by the Issuer with the proceeds of issue of the said Notes. Such payments or proceeds may be restricted under their terms with the result that any return on the Notes will be similarly restricted.

Notes will be redeemed by the Issuer by payment of the Redemption Amount. The Issuer will pay the Redemption Amount from the proceeds that it has received from the Collateral comprised in the relevant Series and / or the redemption, cancellation, surrender or other disposal of such Collateral. Hence the redemption of the Notes is dependent on payment received by the Issuer from the Collateral comprised in the relevant Series and / or upon the redemption, cancellation, surrender or other disposal of such Collateral.

Investors may lose up to the entire value of their investment in the Notes as a result of the occurrence of any one or more of the following events:

- 3.2.1 the terms and conditions of the Notes do not provide for full repayment of the Redemption Amount upon redemption of the Notes and the Collateral comprised in the relevant Series performs in such a manner that the Redemption Amount is less than the Issue Price;
- 3.2.2 a redemption of Notes requires the realisation of Collateral comprised in the relevant Series at a sub-optimal time such that the Redemption Amount payable by the Issuer may be less than the Issue Price;
- 3.2.3 assets acquired to substitute Collateral comprised in the relevant Series perform worse than the substituted assets such that the proceeds derived therefrom are less than those that would have been derived had no substitution been effected;
- 3.2.4 investors sell their Notes in the secondary market at an amount that is less than the Issue Price;
- 3.2.5 the Issuer is subject to insolvency or bankruptcy proceedings or some other event which negatively affects the Issuer's ability to meet its obligations under the Notes;
- 3.2.6 the terms and conditions of the Notes are adjusted (in accordance with the Conditions) with the result that the amount payable to investors and / or the valuation of the Notes is reduced.

Following redemption of the Notes for any reason, investors may be unable to reinvest the Redemption Amount at an effective yield as the yield on the Notes being redeemed.

The Issuer shall not procure any insurance in connection with the Collateral. Nor shall the Issuer seek to secure any credit enhancements or liquidity supports. The Issuer shall not make any provision to cover principal shortfall risks.

The Notes are not protected by any public or private compensation scheme.

### **Limited Liquidity**

There is currently no market for the Notes and, even if Notes are admitted to trading on the GEM of Euronext Dublin and any other Regulated Market or multilateral trading facility, there can be no assurance that any secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide investors with liquidity of investment or that it will continue for the life of such Notes. Consequently, an investor must be prepared to hold such Notes for an indefinite period of time.

Even if a secondary market for the Notes does develop, it is not possible to predict the prices at which the Notes will trade in such secondary market. Such prices may not accurately reflect the theoretical value of the Notes.

The Issuer is under no obligation to make a market in the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. The number of Notes of any Series may be relatively small, further adversely affecting the liquidity of such Notes. The Issuer shall list the Notes on GEM. Application may also be made to admit the Notes for listing on any other Regulated Market and / or a Multilateral Trading Facility as shall be specified in the relevant Pricing Supplement. Still, the fact that Notes are listed will not necessarily lead to greater liquidity. No assurance is given that any such listing or quotation will be maintained. A lack of liquidity in the secondary market for the Notes may have a severely adverse effect

on the market value of Notes and may result in investors: (i) being unable to sell their Notes on the secondary market, or (ii) receiving less than the initial price paid for the Notes. The liquidity of such Notes may also be affected by restrictions on offers and sales of such Notes in some jurisdictions.

### **Temporary Suspension of Redemptions**

The Directors may suspend the right of any investors to require redemption of any Notes in a Series in such circumstances as the Directors may, in their exclusive discretion, deem appropriate including (but without prejudice to the generality of the foregoing):

- (a) when the realisation of Collateral comprised in the relevant Series relating to that Series at that particular moment in time could adversely affect and prejudice the interests of investors;
- (b) when for any reason the market value of Collateral comprised in the relevant Series cannot be reasonably, promptly or accurately ascertained or obtained; or
- (c) when the disposal or realisation of Collateral comprised in the relevant Series is not practically feasible or possible (each a **"Temporary Suspension Event"**).

Any such suspension shall take effect at such time as the Directors shall declare and shall apply thereafter until the Directors shall declare the suspension to be at an end.

No redemption of Notes in a Series shall take place for the duration of any period during which the redemption of such Notes is suspended. In such circumstances an investor would accordingly be unable to redeem Notes held within the normal timeframes specified in these Listing Particulars and the Pricing Supplement.

### **Issue of Further Notes**

If additional Notes with the same characteristics or linked to similar or identical underlying Collateral are subsequently issued, either by the Issuer or another issuer, the supply of Notes with such characteristics or linked to such Collateral in the primary and secondary markets will increase and may cause the price at which the relevant Notes trade in the secondary market to decline.

If the Issuer were to issue further Notes of this nature, the Noteholders would be notified either through an announcement to Euronext Dublin or through the notice provisions contained in the Subscription Form.

### **Withdrawal of the Offering**

In case of public offer, the Issuer may, in the Pricing Supplement, reserve the right to withdraw the offer for reasons beyond its control, such as an Extraordinary Market Disruption, substantial change of the political, financial, economic, legal, monetary or market conditions at national or international level and / or adverse events regarding the financial or commercial position of the Issuer or any relevant Collateral Obligor and / or other relevant events that in the reasonable discretion of the Issuer may be prejudicial to the offer. In such case, investors who have already paid or delivered subscription monies for the relevant Notes will be entitled to reimbursement of such amounts, but will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and the reimbursement of the Notes.

### **Amendment of Terms and Conditions**

The terms and conditions of the Notes may be amended by the Issuer in certain circumstances (such as to cure a manifest error or where the amendment is of a minor or technical nature

and / or where such amendment will not materially and adversely affect the interests of investors) without the consent of the investors and in certain other circumstances, with the required consent of a defined majority of the investors.

### **Adjustment or Mandatory Redemption**

There are certain Issuer-specific or external events which may have an impact on the terms and conditions of the Notes or on their redemption, including: (i) a change in applicable law, a Currency Disruption, an Extraordinary Market Disruption or any other event affecting the Issuer's ability to fulfil its obligations under the Notes; (ii) a disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of Collateral; (iii) a disruption or other material impact on the Issuer's ability to hedge its obligations under the Notes; (iv) a determination by the Issuer that the performance of any of its absolute or contingent obligations under the Notes has become illegal, in whole or in part, for any reason. Should a Disruption Event occur, the Issuer may adjust the terms and conditions of the Notes (without the consent of investors) or elect to redeem the Notes on the next Redemption Valuation Day and to pay investors holding relevant Notes an amount equal to the Redemption Amount. Any adjustment made to the terms and conditions of the Notes may have a negative effect on the value of the Notes, and any Redemption Amount received by investors in such circumstances may be less than their initial investment.

### **Issuer Default**

On an event of default by the Issuer (that is, a failure to return capital, or if the Issuer is subject to a winding-up order) investors may choose to require the redemption of their Notes on the next Redemption Valuation Day and at the Redemption Amount. Any amount received by investors in such circumstances may be less than their initial investment.

### **Costs of Redemption**

The Issuer may take into account when determining the relevant Redemption Amount, and deduct therefrom, an amount in respect of all costs, losses and expenses (if any) incurred (or expected to be incurred) by or on behalf of the Issuer in connection with the realisation of the Collateral comprised in the relevant Series and / or the redemption of the Notes. Such costs, losses and expenses will reduce the amount received by investors on redemption.

### **Determination**

Any determination made by the Issuer or, if applicable, the Calculation Agent will, if exercised in good faith and in a commercially reasonable manner, and in the absence of manifest error, be conclusive and binding on all persons (including, without limitation, the investors), notwithstanding the disagreement of such persons or other financial institutions, rating agencies or commentators. Any such determination could adversely affect the value of the Notes.

### **Exchange Rates**

An investment in the Notes may involve exchange rate risks. For example : (i) the Notes may be denominated in a currency other than the currency of an investor's home jurisdiction; and / or (ii) the Notes may be denominated in a currency other than the currency in which an investor may wish to receive funds. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro-economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Notes.



## **Market Value**

The market value of the Notes depends primarily on the level and the volatility of the Collateral comprised in the relevant Series.

The level of market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for instruments which offer investors protection against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivative markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macroeconomic factors and speculation.

If the performance and / or creditworthiness of Collateral comprised in a Series changes in such a way as would reduce the likelihood that the Redemption Amount would at least be equal to the Issue Price and / or there is a market perception that the performance and / or creditworthiness of the Collateral is likely to change in this way during the remaining life of the Notes, all other factors being equal, the market value of the Notes will fall under normal conditions.

Investors should note that the market value of the Notes can fall below their Specified Denomination.

Other factors which may influence the market value of the Notes include changes in market expectations regarding the performance and / or creditworthiness of the linked Collateral and / or the Notes. Volatility will be affected by a wide range of factors, including economic, political and market conditions. Accordingly, investors should note that they could lose part or all of their invested capital if they try to sell the Notes prior to their maturity.

If, following the purchase of the Notes, the market value of the Notes falls below the purchase price paid for the Notes, investors should not expect the market value of the Notes to increase to or above the purchase price paid by the investor.

Investors should be aware that the assets representing the Collateral comprised in a relevant Series will not be held by the Issuer for the benefit of the investors holding Notes relating to that Series and investors will not have any claim in respect of any such assets or any rights of ownership, including, without limitation, any voting rights or rights to receive dividends or any other distributions in respect of the relevant underlying assets. In addition, investors will have no claim against any Collateral Obligor in relation to any asset representing the Collateral held in the relevant Series. Collateral Obligors have no obligation to act in the interests of investors.

## **Market Price of the Collateral**

Investors should be aware that they may be exposed to fluctuations in the market price of the Collateral comprised in the Series relating to their Notes. If a Collateral Obligor defaults on payment, the Issuer may have no other assets with which to meet its obligations to the investors holding linked Notes, and may have to sell the relevant Collateral at its market price at that time. The market price of the Collateral will generally fluctuate with, among other things, the liquidity and volatility of the financial markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the relevant Collateral Obligor.

## **Hedging**

Investors intending to purchase Notes to hedge against the market risk associated with investing in a product linked to the performance of Collateral comprised in the relevant Series should recognise the complexities of utilising Notes in this manner. Due to fluctuating supply

and demand for the Notes and various other factors, investors should be aware of the risk that the value of the Notes may not correlate with movements of assets representing the Collateral comprised in the relevant Series.

### **Country and Regional Risk**

The price and value of Collateral may be influenced by the political, financial and economic stability of the country and / or region in which any relevant Collateral Obligor is incorporated or has its principal place of business or of the country in the currency of which the Collateral is denominated. The value of securities and other assets issued by entities located in, or governments of, emerging market countries is generally more volatile than the value of similar assets issued by entities in well-developed markets. However, in certain cases the price and value of assets originating from countries not ordinarily considered to be emerging markets countries may behave in a manner similar to those of assets originating from emerging markets countries.

### **Redemption**

If the Issuer is not able to redeem or realise Collateral comprised in a relevant Series, the Issuer will be unable to redeem the Notes relating to that Series. In this case, to the extent that the Issuer or any other person would not be able to realise the Collateral on the secondary market or only at a lower price than the Issue Price, investors will only receive a pro rata share of the realisation proceeds in respect of the Collateral. Such amounts may be substantially lower than the Issue Price of the Notes.

### **Securitisation Bonds as Collateral**

The Collateral may comprise Securitisation Bonds issued by the Collateral Obligors. Such Securitisation Bonds do not offer a principal protection but get redeemed at a predetermined price linked to a specified asset. Securitisation Bonds may be linked to reference assets that may be unpredictable and volatile, and the Collateral Obligor of the Securitisation Bonds does not guarantee that these changes will be beneficial to the holders of the Securitisation Bonds. Therefore the holders of the Securitisation Bonds may receive less than the amount initially invested in the Securitisation Bonds, or may experience other losses in connection with investment in the Securitisation Bonds.

Securitisation Bonds are derivative securities and, as such, the holders of Securitisation Bonds bear not only the risk of the underlying asset but also the Collateral Obligor's risk.

### **Information regarding the Collateral**

Certain information regarding the Collateral, and the Collateral Obligors is contained in these Listing Particulars. Such information has been extracted from information published or made available to the Issuer by the relevant Collateral Obligor, as applicable. The Issuer confirms that such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. No further or other responsibility in respect of such information is accepted by the Issuer. Accordingly, other than as stated above, no representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted, by the Issuer as to the accuracy or completeness of the information concerning Collateral Obligors contained in this Base Listing Particulars.

### **Taxation**

Potential investors should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Notes are acquired or transferred.

Investors will not receive grossed-up amounts to compensate for any withholding or other tax or duties suffered.

Any change in the Issuer's (as appropriate) tax status or in taxation legislation in Ireland or any other tax jurisdiction could affect the value of the Collateral held by the Issuer or affect the Issuer's ability to achieve its investment objective for the relevant Notes or alter the post-tax returns to investors. If, on the occasion of a payment due in respect of a Series, the Issuer would be required by law to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, the Issuer will, subject to the provisions of the Conditions use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction as the principal obligor or to change its residence for taxation purposes or, to the extent permitted by law, change its domicile to another jurisdiction.

Investors should be aware that tax regulations and their application by the relevant taxation authorities are subject to change, possibly with retrospective effect, and that this could negatively affect the value of the Notes. Any such change may cause the tax treatment of the Notes to change from the tax position at the time of purchase. It is not possible to predict the precise tax treatment which will apply at any given time and changes in tax law may give the Issuer the right to amend the terms and conditions of the Notes, or redeem the Notes.

FATCA is particularly complex. Investors should consult their own tax advisors to obtain a more detailed explanation of FATCA and to learn how this legislation might affect each investor in his or her particular circumstance, including how FATCA may apply to payments received under the Notes.

### **Legality of Purchase**

No person (including the Issuer) has or assumes responsibility for the lawfulness of the acquisition of Notes by a prospective investor, whether under the laws of the jurisdiction of its incorporation or residence or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

### **Irish law**

The Issuer is a public limited company incorporated in Ireland under Irish law. The conditions of issue of the Notes are binding on the Issuer and the investors and are valid as against third parties in the event of the liquidation of one or more Series of Notes, of bankruptcy proceedings in respect of the Issuer or more generally in determining the competing rights for payment of creditors, except that they are not binding on any creditors of the Issuer who have not expressly agreed to be bound by such conditions.

### **Potential Conflicts of Interest**

The Issue Price of the Notes received by the Issuer may be used to pay certain fees, commissions and expenses payable to, or incurred by, the Agents.

Except as stated below, the Issuer shall not be affiliated to any Agent, Collateral Obligor or other person referred to in these Listing Particulars or any Pricing Supplement.

One (1) or more Directors may hold shares in and / or may be appointed to the board of directors (whether as executive or non-executive directors) of any Agent or Agents. Potential

conflicts of interest may arise as a result. In fact, any such person may have an interest in securing maximum profits for the Agent/s in which he holds shares or of which he is a director to the detriment of the Issuer and investors. The Issuer aims to avoid any conflict of interest arising as such by disclosing fees chargeable by the Agent/s in these Listing Particulars.

In addition, one (1) or more Directors may directly or indirectly hold shares in and / or may be appointed to the board of directors (whether as executive or non-executive directors) of the Collateral Obligor, Audacia Capital Limited.

The Agents, along with their respective affiliates, whether by virtue of the types of relationships described herein or otherwise, may acquire non-public information with respect to the Collateral that is or may be material in the context of the Notes. None of the Agents, along with their respective affiliates, undertakes to disclose any such information to any investor.

In addition, subject always to their regulatory or other obligations in performing each or any role or function, the Issuer, its affiliates and the Agents shall not act on behalf of, or accept any duty of care or any fiduciary duty to, any investor. The Issuer and each of its affiliates and each Agent will pursue actions and take steps that it deems appropriate to protect its interests without regard to the consequences for the investors or any other person.

**THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY NOTES. YOU SHOULD ALSO READ CAREFULLY THE INFORMATION SET OUT ELSEWHERE IN THESE LISTING PARTICULARS (INCLUDING ANY DOCUMENTS INCORPORATED BY REFERENCE) AND REACH YOUR OWN VIEWS (TAKING SUCH ADVICE AS YOU THINK NECESSARY AND APPROPRIATE) BEFORE YOU INVEST IN THE NOTES.**

## 4 TERMS AND CONDITIONS OF THE NOTES

### 1 DEFINITIONS

This Note is one of a Series (as defined below) of Notes. Any reference herein to “**Notes**”, “**Notes of this Series**”, or “**this Series of Notes**” shall be to the Series of Notes of which this Note forms part and any reference herein to “**all Series of Notes**” or “**Notes of all Series**” shall be to all Notes (as defined below) that remain Outstanding.

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

<b>Agents</b>	the CREST Settlement Agent, the Paying Agent, the Cash Manager, the Registrar, and the Calculation Agent.
<b>Agency Agreement</b>	the agency agreement entered into on 13 June 2018 pursuant to which the Issuer has appointed the Paying Agent, the Cash Manager, the Registrar, the Calculation Agent and the Trustee to undertake certain functions in relation to the Notes as modified and / or supplemented from time-to-time, or any other similar agreement entered into by the Issuer and the Paying Agent, the Cash Manager, the Registrar, and the Calculation Agent from time-to-time.
<b>Audacia Collateral Obligor Business Day</b>	the Collateral Obligor which is identified in Section (i) of Part A of the Collateral Annex. a day: (a) other than a Saturday or Sunday; and (b) on which CREST System is open for the acceptance and execution of settlement orders and (c) on which the TARGET2 System is operating.
<b>Calculation Agent</b>	Apex Fund Services (Ireland) Limited or such other person as is appointed as a replacement or additional calculation agent by the Issuer from time-to-time.
<b>Calculation Date</b>	the last Business Day of every calendar quarter or such other Business Day as the Issuer may from time-to-time in its absolute discretion notify to the Noteholders.
<b>Calculation Period</b>	the period beginning on (and including) the Issue Date and ending on (but excluding) the first Calculation Date and each successive period beginning on (and including) a Calculation Date and ending on (but excluding) the following Calculation Date.
<b>Calculation Point</b>	approximately 4:00 pm Dublin time on the relevant Calculation Date or as otherwise determined by the Issuer.
<b>Cash Manager</b>	Apex Fund Services (Ireland) Limited or such other person as is appointed as a replacement or additional cash manager by the Issuer from time-to-time.
<b>Collateral Annex</b>	Annex I of these Listing Particulars.
<b>Collateral Obligor</b>	the issuer of any Collateral identified as such in the Pricing Supplement in relation to a Series.

<b>Collateral</b>	the assets specified as such in the Pricing Supplement in relation to a Series, and including any alternative assets acquired by the Issuer to substitute the said assets.
<b>Corporate Services Provider</b>	Apex Fund Services (Ireland) Limited or such other person as is appointed as a replacement or additional corporate services provider by the Issuer from time-to-time.
<b>Corporate Services Agreement</b>	the corporate services agreement dated 13 June 2018 pursuant to which the Issuer has appointed the Corporate Services Provider to undertake certain administrative functions in relation to the Issuer and any other similar agreement entered into by the Issuer and Corporate Services Provider from time-to-time.
<b>Certificates</b>	the certificates evidencing the ownership of the Notes.
<b>CREST</b>	the system for the paperless settlement of trades and the holding of uncertificated securities operated by EUI in accordance with the Uncertificated Regulations, as amended from time-to-time.
<b>CREST Settlement Agency Agreement</b>	the CREST settlement agency agreement dated 26 July 2019 between (1) the Issuer and (2) SVS Securities plc (as may be modified, supplemented, amended or restated from time-to-time and including any side letter related thereto) pursuant to which the Issuer has appointed the CREST Settlement Agent to undertake certain functions in relation to the issuance of Notes through CREST, and any other similar agreement entered into the Issuer and a CREST Settlement Agent from time-to-time.
<b>CREST Settlement Agent</b>	SVS Securities plc and such other person as is appointed as a replacement or additional CREST Settlement Agent from time-to-time.
<b>Currency Disruption</b>	the occurrence or official declaration of an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations, in whole or in part, under the Notes.
<b>Dealing Charge</b>	shall be an amount determined by or on behalf of the Issuer reflecting the expenses charges or costs incurred by the Issuer in selling assets to realise sufficient funds to discharge the Redemption Amount in respect of any Note.
<b>Declaration of Trust</b>	the Declaration of Trust dated 13 June 2018 (as may be modified, supplemented, amended or restated from time-to-time and including any side letter related thereto) made by the Share Trustee, which states that the Share Trustee holds the benefit of the shares of the Issuer on trust for charitable purposes.
<b>Deductions</b>	shall mean, with respect to any Note, the expenses in relation to the Collateral acquired by the Issuer and financed by way of the proceeds of that Note.
<b>Directors</b>	the directors for the time being of the Issuer.
<b>Disruption Event</b>	certain Issuer-specific or external events which may have an impact on the terms and conditions of the Notes or on their redemption, including:

- 1.1 a change in applicable law, a Currency Disruption, an Extraordinary Market Disruption or any other event affecting the Issuer's ability to fulfil its obligations under the Notes;
- 1.2 a disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of Collateral;
- 1.3 a disruption or other material impact on the Issuer's ability to hedge its obligations under the Notes;
- 1.4 a determination by the Issuer that the performance of any of its absolute or contingent obligations under the Notes has become illegal, in whole or in part, for any reason.

Where possible, all reasonable steps will be taken to bring any Disruption Period to an end as soon as possible. Noteholders will be notified of any Disruption Period or of any reinstatement following a Disruption Period, in each case within 15 days of the relevant event.

<b>EUI</b>	means Euroclear UK & Ireland Limited (formerly known as CRESTCO Limited) incorporated in England and Wales under number 2878738.
<b>Euro or €</b>	the lawful currency of the participating member states of the European Union which have adopted the single currency in accordance with the EC Treaty of Rome dated 25 March, 1957 (as amended by the Maastricht Treaty dated 7 February, 1992).
<b>Events of Default</b>	has the meaning given to it in Condition 13.
<b>Extraordinary Market Disruption</b>	shall mean an extraordinary event or circumstance, including any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), a natural disaster, an act of war, strike, blockade, boycott or lockout which the Issuer determines has prevented it from performing its obligations, in whole or in part, under the Notes.
<b>Extraordinary Resolution</b>	shall means a resolution passed at a meeting of Noteholders duly convened and held in accordance with Condition 14 by at least 75% of the votes cast or a resolution in writing signed by or on behalf of all Relevant Noteholders (as defined in Condition 14) (such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Relevant Noteholders).
<b>FATCA or Foreign Account Tax Compliance Act</b>	shall mean Sections 1471 through 1474 of the Internal Revenue Code (the " <b>Code</b> ") and the U.S. Treasury regulations thereunder (whether proposed, temporary or final) or official interpretations thereof, the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development and any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of these sections of the Code.
<b>Global Exchange Market or GEM</b>	multilateral trading facility operated by Euronext Dublin on which the Notes of the Issuer will be admitted to trading, subject to the approval of Euronext Dublin.

**Insolvency Event** with respect to any Person, that such Person (a) is dissolved (other than pursuant to a solvent consolidation, amalgamation, restructuring, reorganization or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official; or (ii) has instituted against it a proceeding seeking a judgment of insolvency, bankruptcy or the appointment of an examiner or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (B) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, examinership, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation, restructuring, reorganisation or merger); (f) seeks or becomes subject to the appointment of an examiner, administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subsections (a) through (g) of this definition (inclusive) other than, for the avoidance of doubt, any such event that occurs pursuant to a solvent consolidation, amalgamation, restructuring, reorganisation or merger; or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

**Instrument** any instrument which may be issued by any of the Collateral Obligors referred to in the Collateral Annex and acquired by the Issuer as Collateral linked to Notes in a Series, as further specified in the relevant Pricing Supplement.

**Interest** means, with respect to a Calculation Date, an amount of interest due for the immediately preceding Interest Period, calculated as follows:

Target Interest Rate X Notional Principal Amount.



<b>Interest Period</b>	means the period from the Issue Date of a Series to the next calendar quarter end date and each subsequent calendar quarter end date thereafter.
<b>Investment Parameters</b>	the investment parameters as set out in Section 5 ‘ <b>Use of Proceeds</b> ’ of the Listing Particulars.
<b>Issue Date</b>	for any Noteholder, the date on which Notes of the relevant Series held by that Noteholder are issued by the Issuer.
<b>Listing Particulars</b>	the Listing Particulars of the Issuer dated 29 July 2019.
<b>Maturity Date</b>	31 December 2025 or such earlier date as determined by the Issuer and notified to the Noteholders.
<b>Minimum Trading Amount</b>	the amount, if any, as specified in the Pricing Supplement.
<b>Multilateral Trading Facility</b>	shall have the same meaning given to it in Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
<b>Note Acceleration Notice</b>	means a notice given by the Note Trustee to the Issuer under Condition 13 declaring the Notes to be due and repayable.
<b>Notes (and Securities)</b>	any note of a particular Series which may from time-to-time be issued pursuant to the Programme in accordance with the terms of these Listing Particulars.
<b>Noteholder (and Holder)</b>	will have the meaning given to it in Condition 2.
<b>Noteholder Direction</b>	shall mean a resolution passed at a meeting of Noteholders duly convened and held in accordance with Condition 14 by a simple majority of at least 50% of the votes cast or a resolution in writing signed by or on behalf of all Relevant Noteholders (as defined in Condition 14) (such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Relevant Noteholders). A Noteholder Direction can also be given by way of Extraordinary Resolution.
<b>Notional Principal Amount</b>	with respect to a Note means for each Calculation Date, the outstanding principal amount of such Note together with any unpaid interest amounts in respect of any prior Interest Periods excluding the immediately preceding Interest Period.
<b>Offering Period</b>	shall have the meaning given to it in the relevant Pricing Supplement.
<b>Outstanding</b>	in relation to the Notes, all Notes issued other than: <ul style="list-style-type: none"> <li>(a) those Notes which have been redeemed pursuant these Conditions;</li> </ul>

- (b) those Notes in respect of which the date for redemption in accordance with these Conditions has occurred and the Redemption Amount has been duly paid to the Paying Agent in the manner provided for in the Agency Agreement and remain available for payment against presentation for the relevant Notes;
- (c) those Notes which have been purchased, cancelled or become void in accordance with these Conditions;
- (d) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued in accordance with these Conditions
- (e) for the purpose only of ascertaining the notional amount of Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to these Conditions.

**Paying Agent**           Computershare investor Services (Ireland) Limited or such other person as may be appointed as a replacement or additional paying agent by the Issuer from time-to-time and notice of whose appointment has been given to the relevant Noteholders.

**Payment Date**           for a Series of Notes, each Payment Date specified in the applicable Pricing Supplement.

**Permitted Holder**       Unless otherwise agreed in writing by the Issuer and a Noteholder, a person who is and will remain for so long as it holds any interest in the Notes:

- (a) where the Notes are Quoted Eurobonds, a person who is not a Specified Person; and
- (b) where the Notes are not Quoted Eurobonds, a person who is both:
  - (i) a Qualifying Recipient; **and**
  - (ii) a Qualifying Person.

**Permitted Expenses**       all fees and expenses necessary for the Issuer to operate its business, including without limitation:

- (a) all applicable taxes, including any applicable value added tax and all payments to Euronext Dublin which are necessary to maintain the listing of the Notes of the Issuer;
- (b) all payments to the Trustee pursuant to the Trust Deed;
- (c) all fees and expenses necessary for the Issuer to operate its business in Ireland including the maintenance of required financial records, the filing of tax returns, the fees and reasonable

expenses of the directors of the Issuer, the retention of legal counsel and the retention of auditors and tax advisers by the Issuer;

- (d) all payments to the Corporate Services Provider pursuant to the Corporate Services Agreement;
- (e) all payments to the Agents pursuant to the Agency Agreement;
- (f) all payments to the Listing Agent;
- (g) all amounts payable by the Issuer pursuant to the Conditions;
- (h) following the occurrence of an Event of Default, all fees associated with the orderly winding up of the Issuer, an estimate of such amounts by the Issuer to be regarded as immediately payable;
- (i) the costs relating to the sourcing of appropriate collateral obligors of Series from time-to-time, the conducting of due diligence and production of documents to support the relevant Collateral Annex, and other ordinary expenditure according to generally accepted accounting principles in Ireland; and
- (j) the repayment of any borrowings incurred by the Issuer for the purpose of funding any Permitted Expenses, including interest on any such borrowings.

**Person**

any individual, trustee, receiver, conservator, custodian, corporation, limited liability company, partnership (whether general or limited), association, company, joint-stock company, trust, business trust, estate, joint venture, governmental authority, or any other entity, in its own or any representative capacity.

**Qualifying Person**

shall mean, unless otherwise agreed in writing by the Issuer:

- (a) a Person, (not being a Specified Person) who is a pension fund, government body or other person resident for the purposes of tax in a Relevant Territory who, under the laws of the Relevant Territory, is exempted from tax (which corresponds to Irish income tax or corporation tax) which generally applies to profits, income or gains in the Relevant Territory; or
- (b) a Person that is by virtue of the law of a Relevant Territory, resident for the purposes of tax (i.e. tax in the Relevant Territory which corresponds to Irish income tax or corporation tax) in the relevant territory provided that under the laws of the Relevant Territory, Interest payable by a qualifying company (within the meaning of Section 110 of the Taxes Consolidation Act 1997) to a person resident in that relevant territory is subject (without any reduction computed by reference to the amount of the Interest including a full or partial reduction or exemption from tax pursuant to a participation exemption regime or entitlement to a notional tax deduction) to a tax (i.e. tax in

the Relevant Territory which corresponds to Irish income tax or corporation tax) on the Interest on the Notes which generally applies to profits, income or gains received in the Relevant Territory, by persons, from sources outside the Relevant Territory.

For these purposes, "Interest" shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

**Qualifying Recipient**

means, unless otherwise agreed in writing by the Issuer, a Person who is the beneficial owner of the interest payable in respect of the Note ("**Interest**") where that Person is by virtue of the law of a Relevant Territory, resident for the purposes of tax (i.e. tax in the Relevant Territory which corresponds to Irish income tax or corporation tax) in the Relevant Territory, and, in a case where the person is a company, will not receive the Interest in connection with a trade or business which is carried on in Ireland by the company through a branch or agency.

For this purpose, a Relevant Territory means (i) a Member State of the European Union (except for Ireland) or (ii) not being such a Member State is a country with which Ireland has a double tax treaty which has force of law pursuant to Section 826(1) of the Taxes Consolidation Act 1997 in effect or will come into effect upon the completion of the procedures set out in Section 826(1) of the Taxes Consolidation Act 1997.

For these purposes, "Interest" shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

**Quoted Eurobond**

shall mean a security which:

- (a) is issued by a company;
- (b) is quoted on a recognised stock exchange; and
- (c) carries a right to Interest.

For these purposes, "Interest" shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

**Redemption Amount**

shall have the meaning given to it in Section 7 '**Investor Return**' of the Listing Particulars.

**Redemption Valuation Day**

a Business Day on which the Redemption Amount may be calculated and which shall, in respect of a Series, be identified in the Pricing Supplement.

**Redemption Notice**

the prescribed notification form which shall be annexed to the Pricing Supplement as Annex B and which shall be made available to investors and which is to be completed and duly executed by an investor for submission to the Issuer in order to request that the Issuer redeem all or part of that investor's Notes.

<b>Redemption Notice Period</b>	five (5) Business Days or such other number as specified in the Pricing Supplement (which shall not be less than five (5)) prior to a Redemption Valuation Day.
<b>Register</b>	has the meaning given to it in Condition 2.
<b>Registrar</b>	Computershare investor Services (Ireland) Limited or such other person as may be appointed as a replacement or additional registrar by the Issuer and notice of whose appointment has been given to the relevant Noteholders.
<b>Relevant CREST Rules</b>	the rules and procedures governing access to and the use of the CREST System, as updated from time-to-time.
<b>Relevant Debt</b>	any present or future indebtedness in whatsoever form of the Issuer.
<b>Relevant Territory</b>	shall mean (i) a Member State of the European Union (other than Ireland) or (ii) not being such a Member State, a country with which Ireland has a double tax treaty which has force of law pursuant to Section 826(1) of the Taxes Consolidation Act 1997 in effect or will come into effect upon the completion of the procedures set out in Section 826(1) of the Taxes Consolidation Act 1997.
<b>Repayment Day</b>	the later of the following: <ul style="list-style-type: none"> <li>(i) the fifteenth (15th) Business Day following the relevant Redemption Valuation Day; or</li> <li>(ii) the fifteenth (15th) Business Day subsequent to the Issuer's receipt of the proceeds (including pursuant to realisation as the case may be) from the Collateral comprised in the relevant Series as would suffice to finance the settlement of the Redemption Amount.</li> </ul>
<b>Securitisation Bond</b>	any bond which may be issued by the Audacia Collateral Obligor and acquired by the Issuer as Collateral linked to Notes in a Series, as further specified in the relevant Pricing Supplement.
<b>Securitisation Transaction</b>	a transaction or scheme defined as such in terms of Article 1(2) of Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 concerning statistics on the assets and liabilities of financial vehicle corporations engaged in securitisation transactions.
<b>Series</b>	a series of Notes having one or more Issue Dates and on terms otherwise identical, the Notes of each series being intended to be interchangeable with all other Notes of the same series. Each series may be issued in tranches (each a " <b>Tranche</b> ") on the same or different Issue Dates.
<b>Specified Person</b>	means <ul style="list-style-type: none"> <li>(a) a company which directly or indirectly— <ul style="list-style-type: none"> <li>(i) controls the Issuer,</li> <li>(ii) is controlled by the Issuer, or</li> </ul> </li> </ul>

- (iii) is controlled by a third company which also directly or indirectly controls the Issuer,

where “control”, in relation to the Issuer, means the power of a person to secure:

- by means of the holding of shares or the possession of voting power in or in relation to the Issuer or any other company, or
- by virtue of any powers conferred by the articles of association or other document regulating the Issuer or any other company,

that the affairs of the Issuer are conducted in accordance with the wishes of that person (and “controlled” shall be construed accordingly), or

- (b) a person, or persons who are connected with each other—
  - (i) from whom assets were acquired, or
  - (ii) to whom the Issuer has made loans or advances, or
  - (iii) with whom the Issuer has entered into specified agreements,

where the aggregate value of such assets, loans, advances or agreements represents not less than 75 per cent of the aggregate value of the qualifying assets of the Issuer. For this purpose, a specified agreement means any agreement, arrangement or understanding that:

- provides for the exchange, on a fixed or contingent basis, of one or more payments based on the value, rate or amount of one or more interest or other rates, currencies, commodities, securities, instruments of indebtedness, indices, quantitative measures, or other financial or economic interests or property of any kind, or any interest therein or based on the value thereof, and
- transfers to a person who is a party to the agreement, arrangement or understanding or to a person connected with that person, in whole or in part, the financial risk associated with a future change in any such value, rate or amount without also conveying a current or future direct or indirect ownership interest in an asset (including any enterprise or investment pool) or liability that incorporates the financial risk so transferred.

<b>Subscription Form</b>	shall mean any subscription form entered into between the Issuer and a Noteholder for the purchase of Notes.
<b>Transaction Account</b>	the Transaction Account as defined in the Agency Agreement.
<b>Transaction Documents</b>	the CREST Settlement Agency Agreement, the Listing Particulars, a Subscription Form, these Conditions, the Constitution of the Issuer, the

Agency Agreement, the Trust Deed, the Declaration of Trust and the Corporate Services Agreement.

<b>Trust Deed</b>	shall mean the amended and restated trust deed entered into by the Issuer and the Trustee dated 13 June 2018, as modified and / or supplemented from time-to-time.
<b>Trustee</b>	DMS Governance Risk and Compliance Services Limited or such other person as may be appointed as a replacement or additional listing agent by the Issuer from time-to-time.
<b>Uncertificated Regulations</b>	means the Uncertificated Securities Regulations 2001 and the Irish Companies Act 1990 (Uncertificated Securities) Regulations 1996 (S.I. No. 68 of 1996), as amended by the Irish Companies Act 1990 (Uncertificated Securities) (Amendment) Regulations 83 2005 (S.I. No. 693 of 2005) and such other regulations made under section 1086 of the Irish Companies Act 2014 having force within Ireland as are applicable to Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) and / or the CREST “relevant system” (as defined in such regulations) and are from time-to-time in force.

## 2 **FORM, DENOMINATION AND TITLE**

- 2.1 This Note is one of a Series of Notes that may be issued by the Issuer.
- 2.2 The Notes may be held in uncertificated registered form in accordance with the Uncertificated Regulations and as such are dematerialised and not constituted by any physical document of title. The Notes shall be cleared through CREST and are participating securities for the purposes of the Uncertificated Regulations.
- 2.3 Alternatively, the Notes may be issued in registered form represented by definitive registered certificates.
- 2.4 The Note Purchaser together with any subsequent Noteholder shall be entitled to the benefits of, be bound by, and be deemed to have notice of, all the provisions of the Agency Agreement. The Agency Agreement is on file and may be inspected at the registered office of the Issuer.
- 2.5 The Issuer will cause to be kept at the registered office of the Registrar and maintained by the Registrar the register (the “**Register**”) on which shall be entered the names and addresses of the holders of the Notes, the particulars of such Notes (including details of the Aggregate Nominal Amount) held by them and all transfers and redemptions of such Notes. No transfer of such Notes will be valid unless and until entered on the Register. Title to the Notes is recorded on the Register and shall pass by registration in the Register.
- 2.6 Notwithstanding anything to the contrary in the Conditions, for so long as the Notes are participating securities: (i) the Register shall be maintained in Ireland and at all times outside of the United Kingdom, (ii) the Notes may be issued in uncertificated form in accordance with and subject as provided in the Uncertificated Regulations and (iii) for the avoidance of doubt, the Conditions in respect of the Notes shall remain applicable notwithstanding that they are not endorsed on any certificate or document of title.

- 2.7 The person listed in the Register as the holder of this Note will (to the fullest extent permitted by applicable law) be deemed and treated at all times, by all persons and for all purposes (including the making of payments), as the absolute owner of this Note regardless of any notice of ownership, theft or loss, or of any trust or other interest therein or of any writing thereon (and the expression Noteholder and references to holding of Notes or the holder of Notes shall be construed accordingly).

### **3 TRANSFERS OF NOTES**

- 3.1 Transfers of dematerialised Notes may only be effected through the CREST in accordance with the Relevant CREST Rules.

- 3.2 Any Notes which are issued in registered form and represented by definitive registered certificates may only be transferred:

3.2.1 where the transferee is a Permitted Holder; and

3.2.2 upon delivery to the Registrar of the current Certificate for cancellation and together with a form of transfer duly completed and executed and any other evidence or documentation that the Issuer or Registrar may reasonably require whereupon the Registrar will update the Register accordingly.

- 3.3 Where the entire note represented by the Certificate is not the subject of the transfer, a new Certificate in respect of the balance of the Note will be issued to the transferor.

- 3.4 Each new Certificate to be issued pursuant to Condition 3.3 shall be available for delivery within three business days of the receipt of the documentation specified in Condition 3.2.2. Delivery of the new Certificate(s) shall be mailed by uninsured post at the risk of the Holder entitled to the new Certificate to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and / or such insurance as it may specify.

- 3.5 Transfer of Certificates shall be effected without charge by or on behalf of the Issuer or the Registrar but upon payment (or the giving of such indemnity as the Registrar may require) of any tax or other governmental charges that may be imposed in relation to it.

- 3.6 Title to the Notes is recorded on the Register and shall pass by registration in the Register.

- 3.7 Transactions in the Notes will be transferable only in a number not being less than the Minimum Tradable Amount.

- 3.8 If, subsequent to a transfer of a Note, either the Issuer or the Registrar becomes aware of the fact that the transferee was not or no longer is a Permitted Holder such transfer will be voided absolutely and the Register will be amended to reflect the transferor's prior ownership of the Notes.

- 3.9 Notwithstanding the above, the Issuer shall have discretion to refuse to register any transfer of Notes where it considers that the effect of the transfer would be to adversely affect the interests of the Issuer or the Noteholders.

- 3.10 No transfer of a Note will be registered after any such Note has been called for redemption.

### **4 COVENANTS OF THE ISSUER**



- 4.1 Save with prior approval of the Trustee or unless otherwise permitted under any of the Transaction Documents, the Issuer shall not, so long as any Note remains outstanding:
- 4.1.1 invest its assets otherwise than in accordance with the Investment Parameters;
  - 4.1.2 carry on and conduct its affairs other than in a proper and efficient manner;
  - 4.1.3 engage in any activity whatsoever other than those contemplated or expressly provided for the Issuer in the Transaction Documents and activities required in connection with those activities or ancillary or incidental to them.
  - 4.1.4 have any subsidiaries (as defined in Section 7 of the Companies Act 2014) or any employees or premises;
  - 4.1.5 consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;
  - 4.1.6 create or permit to subsist any mortgage, charge, pledge, lien or other form of Encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Debt, or any guarantee of or indemnity in respect of any Relevant Debt; and
  - 4.1.7 incur any Relevant Debt or give any guarantee in respect of any Relevant Debt or of any other obligation of any person otherwise than by the Issue of the Notes or for the purposes of discharging its Permitted Expenses.
- 4.2 In the event that the Issuer decides (for whatever reason) not to redeem one or more Notes upon request of a Noteholder and there is no willing buyer within a reasonable time, the Issuer undertakes to appoint a market-maker to create a secondary market for the Notes.
- 4.3 In giving any consent to the foregoing, the Trustee shall act in accordance with any direction of the Noteholders passed at a meeting of the Noteholders, described further in Condition 14, which may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents or may impose any other conditions or requirements.

## 5 PRIORITIES OF PAYMENT

- 5.1 Prior to the occurrence of an Event of Default, the Issuer shall or shall direct that the proceeds available for distribution in relation to a particular Series shall for each Payment Date and each other date on which this Agreement or the Conditions provides for distribution, be applied in the following order:
- (a) in or towards payment or discharge of that Series pro rata portion of the Permitted Expenses in the order specified in the definition of Permitted Expenses;
  - (b) in or towards payment or discharge of that Series pro rata portion of a profit fee of €1,000 per annum to the Issuer, which shall be retained by the Issuer and available for distribution to its shareholders as directed from time-to-time by the Issuer;
  - (c) to the Paying Agent for the discharge pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of interest then due and payable under or in respect of the Notes of that Series within that Interest Period; and

(d) pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of principal and any other amounts then due and payable under or in respect of the Notes of that Series.

5.2 Following the occurrence of an Event of Default, the Cash Manager shall or shall direct that proceeds received from time-to-time in the Transaction Account with respect to Collateral acquired with the Aggregate Nominal Amount of Notes in a particular Series shall, in relation to that Series, be applied in the following order:

(a) to the payment of that Series pro rata portion of Permitted Expenses in the order specified in the definition of Permitted Expenses;

(b) for the discharge pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of interest then due and payable under or in respect of the Notes of that Series; and

(c) pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of principal and any other amounts then due and payable under or in respect of the Notes of that Series.

5.3 In respect of the above paragraphs, where any reference is made to a Series pro rata portion of any amount, such pro rata portion shall be determined by or on behalf of the Issuer based on the ratio of the outstanding principal amount of such Series to the outstanding principal amount of all Series.

5.4 The Notes of each Series are direct, limited recourse and unsecured obligations of the Issuer and rank pari passu and without preference among themselves.

## **6 INTEREST**

6.1 The Notes give each investor the right to receive a potential return (that is, Interest and the Redemption Amount) on the Notes together with certain ancillary rights such as the right to receive notice of certain determinations and events and the right to vote on future amendments to the terms governing the Notes should the Issuer call a meeting of investors for the purposes.

6.2 The Notes shall have a value or yield which is linked to the securitised Collateral comprised in the Series. Such value or yield shall be calculated and published by the Calculation Agent.

6.3 An investor shall have a right to receive the Redemption Amount upon a redemption of the Notes.

6.4 The Redemption Amount ultimately payable to investors shall not be subject to amortisation.

6.5 Where investors are entitled to coupon payments on the Notes, this will be specified in the Pricing Supplement with reference to the Targeted Interest Rate.

6.6 While the Issuer has no obligation to pay interest on the Notes prior to a redemption or realisation of the Collateral acquired with the Advanced Principal Amount of Notes, any amounts received via the Collateral at any time shall be credited by the Issuer to the Transaction Account. The Paying Agent shall apply all such amounts to the Noteholders.

## **7 REDEMPTION**

7.1 Each Note shall be redeemed at its Redemption Amount with respect to the Maturity Date of that Note promptly following receipt in the Transaction Account of the proceeds of realisation, redemption and / or disposal of the Collateral acquired with the Aggregate Nominal Amount for that Note.

7.2 The Notes may not be redeemed at the option of a Noteholder during the term of the Notes.

## **8 CALCULATIONS**

8.1 The Calculation Agent will calculate the Redemption Amount. As soon as practicable on each relevant Calculation Date or such other time on such date as the Calculation Agent may be required to calculate any such value or amount, it shall calculate each such value or amount and cause any such value or amount so calculated to be made available at the offices of the Issuer and notified to the Noteholders in accordance with Condition 15.

8.2 The making of each calculation of any Redemption Amount by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

## **9 DETERMINATION OR CALCULATION BY THE ISSUER**

9.1 If the Calculation Agent does not at any time for any reason determine or calculate any amount which it is required to calculate, the Issuer shall do so (or (at the expense of the Issuer) shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Issuer shall apply the provisions of Condition 8, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

## **10 SUSPENSION OF CALCULATION**

10.1 Calculation by the Calculation Agent or the Issuer of the Redemption Amount may be suspended during a Disruption Period.

## **11 PAYMENTS**

11.1 The Cash Manager shall pay the Redemption Amount, and any amount payable under Condition 5.1, on Notes by electronic transfer to:

11.1.1 the account specified in the Redemptions Request Form for the Notes to which that Redemption Amount relates, or

11.1.2 the account specified by the Noteholder for payment of the Redemption Amount resulting on the Maturity Date by notice in writing given to the Paying Agent and the Issuer, which notice shall be given no later than 10 Business Days prior to the Maturity Date.

11.2 The Redemption Amount shall be paid when the Issuer has realised sufficient funds from its assets to pay that Redemption Amount and all other Redemption Amounts for which payment is due with reference to a Maturity Date. The Issuer is dependent upon realisation, redemption and / or disposals of Collateral and no undertaking or assurance is given by the Issuer or any Agent that payment will be made by a specified date after the Maturity Date and the timing of payment depends on liquidation of the assets from which the Collateral derive value and that liquidation will not be controlled by the Issuer.

- 11.3 Payments shall be made in the currency in which the Notes are denominated as outlined in the relevant Pricing Supplement.
- 11.4 All payments are subject in all cases to any applicable laws, regulations and directives (including, without limitation), requirements applicable in any place of payment to withhold or deduct for or on account of tax). Except for any Dealing Charges, no commission or expenses shall be charged to the Noteholders in respect of such payments.
- 11.5 Each Noteholder will provide to the Issuer such information and documentation as the Issuer may require in order to discharge reporting, tax, regulatory, FATCA and other obligations with respect to the Notes to which the Issuer is subject.
- 11.6 If any date for payment in respect of any Note is not a Business Day, the Noteholder shall not be entitled to payment until the next following Business Day nor shall the Noteholder be entitled to any interest or other sum in respect of such postponed payment.

## 12 **PRESCRIPTION**

- 12.1 Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within 5 years from whichever is the later of (a) the date on which such payment first becomes due and (b) if the full amount payable has not been received by the Paying Agent on or prior to such due date, the date on which, the full payment having been so received and notice to that effect shall have been given to the Noteholders (the “**Relevant Date**”).

## 13 **EVENTS OF DEFAULT**

- 13.1 The Trustee may, and if so requested by the Noteholders of the relevant Series, through a Noteholder Direction, shall (subject to being pre-funded, indemnified and / or secured to its absolute satisfaction) (but in the case of the happening of any of the events mentioned in sub-paragraphs 13.1.2 and 13.1.3 inclusive below, only if the Trustee shall have certified that such event is materially prejudicial to the interests of the Noteholders), give notice to the Issuer that the Notes of that Series are, and they shall accordingly immediately become due and payable at their Redemption Amount, if any of the following events shall occur and be continuing:

13.1.1 Default in any payment of Redemption Amount on a Maturity Date has occurred for that Series and the continuance of such default for a period of thirty five (35) Business Days thereafter unless such default is attributable solely to the fact that there are insufficient funds standing to the credit of the Transaction Account to pay such amount in accordance with the Priorities of Payments;

13.1.2 Default by the Issuer in the performance of any other material obligation under the Notes of that Series and the continuance of such default for a period of thirty (30) Business Days after an officer or Director of the Issuer becomes aware, or in the exercise of reasonable diligence would have become aware, of the default; or

13.1.3 an Insolvency Event with respect to the Issuer (for which it shall be deemed an Event of Default for all Series of Notes where this Condition 13.1.3 applies for any Series);

(each an “**Event of Default**”)

then the Noteholders or the Trustee, following receipt of a Noteholder Direction, may, without further notice, institute such proceedings against the Issuer as they or any one of them may think fit (subject to the restrictions contained in this Note and in particular Condition 19 to enforce the payment of the Redemption Amount on the Notes of that Series) including the issuance of a Note Acceleration Notice, provided, however, that upon the occurrence of an Event of Default of the type described in Condition 13.1.3 above relating to the Issuer, the Redemption Amount of the Notes of all Series shall become immediately due and payable, without such declaration or notice to the Issuer. If the circumstances giving rise to any Event of Default described in Conditions 13.1.1 through 13.1.2 above shall not then be continuing and no other Event of Default shall then be continuing, then such declaration of default may be rescinded and annulled by the Trustee following a Noteholder Direction of the Noteholders of the relevant Series of Notes in accordance with the procedures set forth in Condition 16 below.

- 13.2 If an Event of Default occurs and the Redemption Amounts of the Notes of any given Series then Outstanding become due and payable immediately while the Issuer is subject to a contractual or other restriction on realising the Collateral acquired with the proceeds of the Notes, the Trustee, on behalf of the Noteholders, may require the Issuer to transfer to that Noteholder a percentage of the Collateral then owned by the Issuer that is the same as the percentage that the Redemption Amount then owing to that Noteholder constitutes of the sum of all Redemption Amounts on Notes then Outstanding, which transfer shall constitute a discharge of the Redemption Amount then owing to that Noteholder.

#### 14 **MEETINGS OF NOTEHOLDERS AND MODIFICATIONS**

- 14.1 The Trust Deed and the Subscription Form contain provisions for convening meetings of (a) the Noteholders generally to consider matters, including the modification of these terms and conditions or the provisions of the Trust Deed, and (b) the Noteholders of Notes of a specific Series to consider matters specific to that Series. The Trustee will only be required to take action on matters considered at a meeting of Noteholders generally or the Noteholders of Notes of a specific Series (as appropriate, the “**Relevant Noteholders**”) if directed to do so following receipt of a Noteholder Direction. The Trustee will not be obliged to take action on matters considered at a meeting of the Relevant Noteholders until such time as the Trustee receives a Noteholder Direction in accordance with the notice provisions of Condition 15. The quorum at any meeting of Relevant Noteholders for passing a Noteholder Direction will be one or more persons present holding or representing by proxy a clear majority of the nominal amount of the Notes for the time being outstanding to all Relevant Noteholders, except that, at any meeting of the Noteholders generally, the business of which includes the modification of any of these terms and conditions or any of the other Transaction Documents, an Extraordinary Resolution is required. The necessary quorum for passing of an Extraordinary Resolution will be one or more persons present holding or representing by proxy not less than 75%, or at any adjourned such meeting not less than 25%, of the nominal amount of all Notes for the time being outstanding.
- 14.2 An Extraordinary Resolution passed at any meeting of Relevant Noteholders will be binding on all Relevant Noteholders, whether or not they are present at the meeting. A copy of the Extraordinary Resolution of the Relevant Noteholders must be delivered to the Trustee.
- 14.3 The Trustee may agree, without the consent of any Noteholders to (a) any modification of any of the provisions of the Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error which is proven, and (b) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the

provisions of the Trust Deed that is not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on all Noteholders and, if the Trustee so requires, such modification shall be notified to all Noteholders as soon as practicable.

- 14.4 In connection with the exercise by it of any of its trusts, powers or discretions (including, but without limitation, any modification, waiver or authorisation), the Trustee shall have regard to the interests of the Noteholders as a class and, in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders, resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

## 15 NOTICES

- 15.1 Notices will either be mailed to holders of Notes at their registered addresses in the Register or sent by facsimile transmission to the facsimile number in the Register and shall be deemed to have been given on the date of such mailing or facsimile transmission. All notices of meetings of holders of Notes under Condition 14 above shall specify the time and place of, and in reasonable detail the action proposed to be taken at, such meeting.
- 15.2 Notices will be mailed, emailed or sent by facsimile transmission to the Issuer at 2nd Floor, Block 5, Irish Life Centre, Abbey Street Lower, Dublin D01 P767, Ireland. Attention: The Directors, Fax: +353 21 463 3377, email: [audacia@apex.ie](mailto:audacia@apex.ie) and will be deemed to have been given upon receipt or the date of facsimile or email transmission.
- 15.3 Notices will be mailed, emailed or sent by facsimile transmission to the Trustee, 3rd Floor, 76 Lower Baggot Street, Dublin 2. Attention: Corporate Trust. email: [amurphy@dmsgovernance.com](mailto:amurphy@dmsgovernance.com) and will be deemed to have been given upon receipt or the date of facsimile or email transmission.
- 15.4 Notices will be mailed, emailed or sent by facsimile transmission to the Noteholders at the contact details provided in the Subscription Form by the Noteholder.
- 15.5 If, in the opinion of the Trustee, notification in accordance with Condition 15.1 is not practicable, notice shall be validly given if published in a leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.
- 15.6 While the Notes are listed on Euronext Dublin, copies of all notices given in accordance with this condition shall be forwarded to the Companies Announcement Office of the Euronext Dublin.

## 16 STATUS OF THE HOLDER

- 16.1 Each Noteholder by subscribing for and purchasing Notes will be deemed to represent, warrant and agree that it is and that for so long as it remains the registered holder of the Notes it shall remain a Permitted Holder.

## 17 REPLACEMENT OF NOTES, CERTIFICATES

17.1 If a Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Registrar, as the case may be, as may from time-to-time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Certificate is subsequently presented for payment there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Certificates) and otherwise as the Issuer may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## 18 FURTHER ISSUES

18.1 The Issuer may from time-to-time without the consent of the Noteholders or the Trustee create and issue further notes:

18.1.1 having substantially the same terms and conditions as the Notes (so that references in the conditions of such Notes to "Issue Date" shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single Series with such Notes, and references in the Conditions to Notes shall be construed accordingly; and / or

18.1.2 on terms different to the Notes so as to comprise a Series of Notes distinct from the Notes.

## 19 LIMITED RECOURSE, NON-PETITION AND NO RECOURSE

19.1 The claims of the Noteholders against the Issuer in respect of the Notes of a particular Series or the Transaction Documents shall be limited to the Collateral acquired by the Issuer from time-to-time with the proceeds of issuing the Notes of the relevant Series. Following the distribution of such Collateral and any proceeds of sales of such Collateral in accordance with the Priorities of Payments, the Noteholders of a particular Series may not take any further step against the Issuer, or any of its assets to recover any sums due but unpaid to it on its own right, and all claims and all rights to claim of the Noteholders of the relevant Series against the Issuer in respect of each such sum unpaid shall be extinguished.

19.2 Other than the lodging of a claim in the liquidation of the Issuer which is initiated by another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer under the Notes and the Transaction Documents, the Noteholders may not institute against, or join any person in instituting against, the Issuer any bankruptcy, winding up, reorganisation, examinership, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law.

19.3 None of the Agents or the Trustee have any obligation to the Noteholder for payment of any amount by the Issuer in respect of the Notes or the Transaction Documents and no recourse for or under any obligation, covenant or agreement of the Issuer contained in the Notes or the Transaction Documents shall be had against any shareholder, officer, director, employee or agent of the Issuer or the Agents, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the Notes and the Transaction Documents are a corporate obligation of the Issuer.

19.4 Each Noteholder agrees and accepts that the Noteholders of any Series shall not look to the assets or monies which are attributable to another Series in satisfaction of the obligations of the Issuer.

19.5 The provisions of this Condition 19 shall survive the termination of this Note.

## 20 **TRUSTEE**

20.1 Under the Trust Deed, the Trustee is entitled to be pre-funded, indemnified and relived from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders.

20.2 In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit. Notwithstanding the foregoing, whenever the Trustee enters into transactions with the Issuer on its own account, it will do so on an arm's length basis.

20.3 The Trust Deed contains provisions permitting the retirement, or the removal by the Noteholders (exercisable by Noteholder Direction) of the Trustee, subject to there remaining a trustee in office after such retirement or removal.

## 21 **SUBSTITUTION**

21.1 The Trustee may without the consent of the Noteholders at any time agree with the Issuer to the substitution in place of the Issuer (or of the previous substitute under this Clause) as the principal debtor under the Trust Deed of any other company (such substituted company being hereinafter called the "**New Company**") provided that a trust deed is executed or some other form of undertaking is given by the New Company in form and manner satisfactory to the Trustee, agreeing to be bound by the provisions of the Trust Deed with any consequential amendments which the Trustee may deem appropriate as fully as if the New Company had been named in the Trust Deed as the principal debtor in place of the Issuer (or of the previous substitute under this Condition) and provided further that the Issuer unconditionally and irrevocably guarantees all amounts payable under the Trust Deed to the satisfaction of the Trustee.

## 22 **GOVERNING LAW**

22.1 The Notes and any non-contractual obligations arising out of or in connection therewith shall be governed by, and construed in accordance with, the laws of Ireland.



## 5 USE OF PROCEEDS

### *The Investment Parameters*

The Issuer will use the proceeds of the Notes of each Series to allow the Collateral Obligor to acquire the Collateral for that Series.

The Investments Parameters also permit the Issuer to invest in the following investments:

5.1 money market instruments being those classes of instruments which are normally traded on the money market, such as treasury bills, certificates of deposit and commercial papers, but does not include instruments of payment; and

5.2 deposits with credit institutions authorised in the European Economic Area,

however such investments shall be made for interim and / or hedging purposes only.

### *Amendments to the Investment Parameters*

The Issuer may amend the Investment Parameters from time-to-time where it considers that such amendments are desirable or otherwise in the interests of the Issuer or the Noteholders.

### **Underlying Assets of the Issuer – the Collateral**

On or about the Issue Date of Notes in a Series, the Issuer will use approximately 92% of the Aggregate Nominal Amount to purchase the Collateral which would be allocated to the Series relating to the said Notes. As such, the level of collateralisation shall be approximately one hundred per cent (100%), less the costs and expenses of the Issuer from time-to-time.

The Issuer's directly held Collateral for a Series may comprise cash held at banks in accounts segregated for the relevant Series and any instrument issued by a Collateral Obligor for that Series identified in the Collateral Annex.

Collateral shall be issued by the relevant Collateral Obligor in the normal course of its business unless specified otherwise in the Collateral Annex and the relevant Pricing Supplement or the Series Drawdown document, as applicable.

Collateral may form a pool of debt instruments issued by different Collateral Obligors or include only one debt instrument issued by a Collateral Obligor or multiple debt instruments issued by the same Collateral Obligor, as specified in the Pricing Supplement or the Series Drawdown document, as applicable.

Collateral may pay a fixed and / or floating interest rate and / or may be zero coupon debt instruments. Collateral may be zero coupon debt instruments or debt instruments paying a coupon, and having a repayment value linked to the performance of an underlying asset (Securitisation Bonds). Collateral may include senior, unsecured and secured debt instruments.

The Collateral may comprise obligations not traded on any Regulated Market – but issued by Collateral Obligors identified in the Collateral Annex. The principal terms and conditions applicable in respect of non-listed obligations are reproduced in the Collateral Annex to this Listing Particulars or included in a Series Drawdown document. In case of non-listed obligations, Annex A of the relevant Pricing Supplement or the Series Drawdown document, as applicable, will disclose the terms and conditions of such non-listed obligations.

Collateral shall not comprise equity shares, units or shares in collective investment schemes, loans, credit agreements or real estate and the assets comprised in the Collateral shall not be

actively managed. However, Collateral may be secured against the rights, assets and undertaking of the Collateral Obligors, which may hold directly or themselves take security over equity shares, units or shares in collective investment schemes, loans, credit agreements or real estate.

The Collateral Obligor shall be required to undertake to repay the Collateral on the maturity date (if any) of such Collateral at the nominal amount or repayment value of the Collateral.

The Issuer's directly held assets and undertaking shall, at any rate, have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. The Issuer shall be entitled (with notice to the affected investors holding linked Notes but without requiring their approval) to substitute the Collateral held within a Series, in whole or in part, should the Issuer deem, at any time and in its exclusive discretion, that the Collateral may not, for any reason or reasons whatsoever, produce funds to service any payments due and payable on the linked Notes.

In the circumstances, the Issuer shall be entitled to substitute such Collateral for any alternative eligible asset (representing the same or a different class or classes or quality of assets and whether issued by the same or any other Collateral Obligor/s) which the Issuer deems, in its exclusive discretion, would produce the funds to service any payments due and payable on the Notes. Provided however that, except for a Collateral Obligor in default under the Securitization Bonds, (a) any such alternative eligible Collateral must be disclosed as such in the Collateral Annex and (b) no such substitution shall be effected or effective except subsequent to the next Redemption Valuation Day – so as to allow affected investors an opportunity to redeem their Notes prior to any such substitution. For a Collateral Obligor in default under the relevant Securitization Bonds, the Issuer retains the absolute and unconditional discretion to substitute Collateral with other eligible assets in order to produce the funds available to service any payments due and payable on the Notes.

Collateral may be denominated in a currency other than the currency in which the Notes are issued.

A description of the Collateral Obligors is set out in the Collateral Annex. If the Collateral comprised in any Series shall include collateral of Collateral Obligors not listed in the Collateral Annex and where Collateral of a Series is acquired from five or fewer Collateral Obligors, the Issuer shall issue a supplement to this Listing Particulars through a Series Drawdown document prior to the acquisition of any such Collateral.

In the event that the relevant Collateral Obligor of a specific Series shall be the Audacia Collateral Obligor, investors and prospective investors may, by written request delivered to the Arranger, request the Arranger to verify the nature of the assets underlying the Collateral. The Arranger shall, within five (5) Business Days subsequent to its receipt of any such request in writing, provide the inquiring investor or prospective investor with a written statement identifying all such underlying assets.

In the event that the relevant Collateral Obligor of a specific Series shall be the Audacia Collateral Obligor, Notes not taken up by investors prior to the lapse of the Offering Period in respect of a particular Series may be acquired and held by the Audacia Collateral Obligor. Provided that such Notes acquired by the Audacia Collateral Obligor shall have an aggregate value not exceeding twenty five million pounds (GBP £25,000,000) per Series and such value shall be settled by the Audacia Collateral Obligor exclusively by the issue of Securitisation Bonds representing Collateral. The Audacia Collateral Obligor may hold Notes directly and Notes of other Series as aforesaid with a view to securing liquidity on the secondary market. In effect, the Collateral shall exclusively comprise Securitisation Bonds issued by the Audacia Collateral Obligor and any other Instruments (as the case may be), which are linked to the

performance of the assets underlying the Collateral, but excluding any Notes held by the Audacia Collateral Obligor.

The Collateral comprised in a Series may, for liquidity reasons and / or the investment of temporary liquidity surpluses (including pursuant to receipt by the Issuer of proceeds of the issue of Notes) and in the exclusive discretion of the Issuer, also comprise cash held in one (1) or more bank accounts with credit institutions within the European Economic Area and / or money market funds and / or asset backed Notes having a maturity of less than one (1) year and principal protection. Such assets shall likewise represent assets backing the Notes and would accordingly be taken into account in the determination of the Redemption Amount.

The Issuer shall not issue further Notes in a Series backed by the same Collateral. However, the Issuer may issue new Notes to finance the acquisition of additional Collateral allocated to the relevant Series.

## 6 THE NOTES OF THE ISSUER

### General

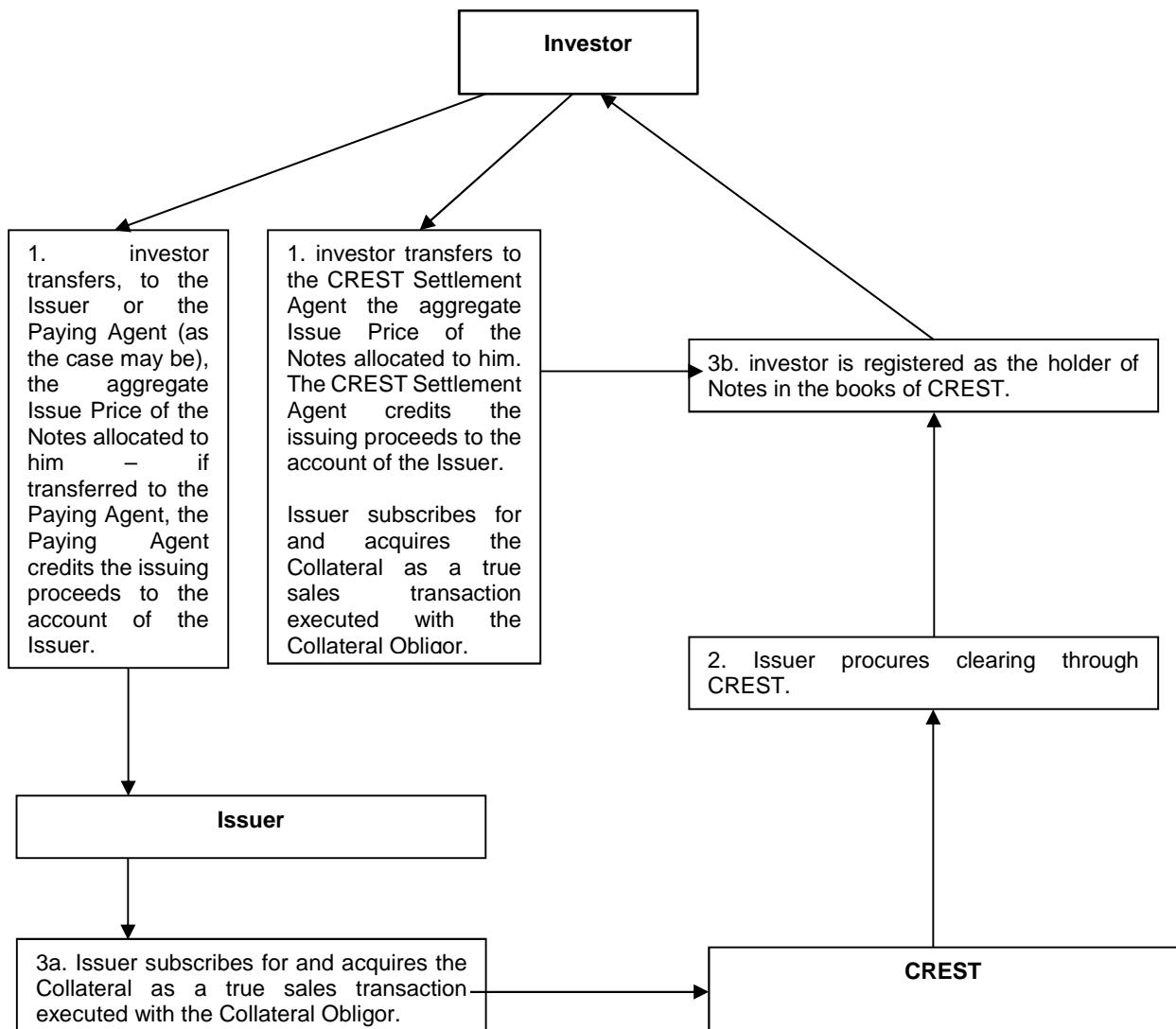
The Notes will be issued in an aggregate principal amount not to exceed EUR €150,000,000. The Notes will be issued in fully registered form, without coupons, in amounts equal to or exceeding the minimum denomination of EUR €10,000.

The issuance of the Notes was authorised by resolutions of the board of directors of the Issuer passed on 22 July 2019. The Notes will be issued pursuant to a Subscription Form, entered into between the Issuer and a Noteholder for the purchase of Notes.

Notes may be issued in a series of Notes having one or more Issue Dates and on terms otherwise identical, the Notes of each Series being intended to be interchangeable with all other Notes of the same Series. The Issuer may issue further Tranches of Notes of each Series which will be fungible with other Notes of that Series and backed by the same assets backing the other Notes of that Series.

The specific terms of each Tranche will be specified in the Pricing Supplement and, except for the Issue Date, Issue Price, first payment of interest, accrued interest and notional amount of the Tranche, each Tranche terms will be identical to others of the same Series.

### Cash flow model: Creation of Notes



In accordance with the terms of the Notes and the Agency Agreement, payments in respect of the Notes will be made by the Cash Manager. The Noteholders will be entitled to the benefit of, will be bound by and will be deemed to have notice of, all the provisions of the Subscription Form between the Issuer and the investor.

Where there is no CREST Settlement Agent appointed according to the relevant Pricing Supplement, following an application directly to the Issuer for Notes by a prospective investor, the said investor shall transfer funds in settlement of the aggregate Issue Price of the Notes allocated to him within three (3) Business Days from the date on which such allocation is notified to him.

Where there is a CREST Settlement Agent appointed according to the relevant Pricing Supplement, the investor shall transfer funds to an account with the Settlement Agent, which shall be transferred to the Issuer's account with the Settlement Agent upon issue of the Notes on a delivery-versus-payment basis.

An investor purchases Notes and settles the consideration therefor with the Issuer the Paying Agent or the CREST Settlement Agent (as the case may be), depending on the basis of subscription for the Notes.

Where the Notes are issued in registered, uncertificated and dematerialised form, clearing is done through CREST. Otherwise, the Notes are issued in registered form represented by definitive registered certificates.

The Issuer thereafter, and as soon as is reasonably practicable, subscribes for the Collateral by virtue of a true sale transaction and thus acquires the Collateral directly from the Collateral Obligor against cash consideration.

The Notes are not underwritten by any person and no entity has agreed to place the Notes without a firm commitment or under 'best efforts' arrangements. No underwriting or other such arrangement is necessary for admission to trading at Euronext Dublin.

The Notes are designed for sophisticated investors. Although any person (including retail investors) may seek to send an order for Notes it is highly recommended that prospective investors consult a licensed financial advisor prior to making any order to subscribe for Notes within the Offering Period or otherwise prior to purchasing Notes on the secondary market subsequent to the lapse of the Offering Period.

In the event that the relevant Collateral Obligor of a specific Series shall be the Audacia Collateral Obligor, Notes not subscribed within the Offering Period may be exchanged with the Audacia Collateral Obligor against issuance of additional Collateral by the Audacia Collateral Obligor linked with the relevant Series.

The Notes will trade on the GEM of Euronext Dublin one (1) Business Day after the Offering Period.

Application may also be made to admit the Notes for listing on any other Regulated Market and / or a Multilateral Trading Facility as shall be specified in the relevant Pricing Supplement.

#### *Status of Notes*

The Notes of each Series are direct, limited recourse and unsecured obligations of the Issuer and rank *pari passu* and without preference among themselves. The Notes of each Series rank behind obligations of the Issuer under the Transaction Agreements and any secured obligations which the Issuer may enter into for any purpose and without restriction, and which

as a matter of law or by agreement rank in priority to the Notes, along with any other such obligations given priority pursuant to any applicable statutory or other legal provisions.

For more information, please see Condition 5 of the terms and conditions of the Notes.

#### *Term/Currency*

The Notes will mature on 31 December 2025 (or such earlier date as determined by the Issuer in the Pricing Supplement and notified to Noteholders) and will be available in the currency outlined in the relevant Pricing Supplement for those Notes.

#### *Interest*

The Notes give each investor the right to receive a potential return (that is, interest and the Redemption Amount) on the Notes upon redemption together with certain ancillary rights such as the right to receive notice of certain determinations and events and the right to vote on future amendments to the terms governing the Notes should the Issuer call a meeting of investors for the purposes.

The Notes shall have a value or yield which is linked to the securitised Collateral comprised in the Series. Such value or yield shall be calculated and published by the Calculation Agent.

An investor shall have a right to receive the Redemption Amount upon a redemption of the Notes.

The Redemption Amount ultimately payable to investors shall not be subject to amortisation.

Where investors are entitled to coupon payments on the Notes, this will be specified in the Pricing Supplement.

#### *Redemption at the option of the investor or the Issuer*

Investors shall be granted an option to redeem Notes at such periods and on such terms specified in the Pricing Supplement.

#### *Noteholder Representation*

The Noteholders' interests are represented by the Trustee who has a right to information from the Issuer. The Noteholders will also have direct contractual obligations with the Issuer following the entry of the Noteholder into a Subscription Form with the Issuer.

#### *Noteholder Acknowledgements*

By subscribing for Notes or otherwise acquiring the Notes, an investor expressly acknowledges and accepts that the Issuer: (i) acts in compliance with Irish law and any other applicable law; and (ii) has created a specific Series in respect of the Notes to which all assets, rights, claims and agreements relating to the Notes will be allocated.

Furthermore, an investor acknowledges and accepts that it only has recourse to the Collateral comprised in the Series and not to the assets allocated to other Series created by the Issuer or to any other assets of the Issuer. The investor accordingly acknowledges and accepts that once all the assets allocated to the Series have been realised, he shall not be entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished.

The investor hereby accepts not to attach or otherwise seize the assets of the Issuer allocated to the Series or to other Series of the Issuer or other assets of the Issuer. In particular, the

investor shall not be entitled to petition or take any other step for the winding-up, liquidation or bankruptcy of the Issuer, or any similar insolvency related proceedings.

If an investor makes an application for the dissolution of the Issuer, insolvency proceedings against the assets of the Issuer, or the institution of similar proceedings aimed at liquidating the Issuer, or if an investor joins

## 7 INVESTOR RETURN

### 7.1 General

The Notes will enable investors to participate in the performance of the assets of the Issuer over the term of the Notes.

### 7.2 Interest payments

Each Series of Notes will seek to provide a return to investors. The Interest will be payable on a Payment Date. The Interest will either be a fixed return at the Target Interest Rate specified in Pricing Supplement or on each Payment Date and interest is payable on an available funds basis from the Collateral in accordance with the Priorities of Payments of Condition 5, based on the previous Calculation Date.

Interest will begin to accrue, where there are available funds, from the Issue Date and ending on (but excluding) the first Calculation Date and each successive period beginning on (and including) a Calculation Date and ending on (but excluding) the following Calculation Date.

For any Calculation Date, the Notional Amount of a Note shall be the outstanding principal amount of such Note plus any interest amounts not yet paid from the previous Calculation Periods. There is no assurance that on any Payment Date there will be sufficient available funds to pay the interest or principal on the Notes and interest and principal shall (in any event) only be paid where funds available to pay interest and principal exceed a threshold amount which will be €500 for Euro denominated Series, £500 for Sterling denominated Series and US\$500 for US dollar denominated Series (each a “**Threshold Amount**”).

If there are not sufficient available funds to pay the Accrued Interest Balance, Interest will continue to accrue at the Target Interest Rate and payment will be deferred until the following Payment Date, and that deferral will not constitute an Event of Default.

The Payment Dates will be outlined in the Pricing Supplement.

### 7.3 Redemption Amount

On or as soon as is reasonably practicable subsequent to a Redemption Valuation Day, the Calculation Agent shall calculate the Redemption Amount (which, for the avoidance of doubt, shall be an amount less the Permitted Expenses attributable in whole or in part to that Series of Notes). The calculations are (in the absence of manifest error) final and binding upon all parties.

The amount payable to an investor pursuant to his redemption of Notes (the “**Redemption Amount**”) shall be determined as follows:

$$\text{Redemption Amount} = \frac{\text{VoLS}(t)}{\text{Aggregate Nominal Amount}} * \text{Specified Denomination}$$

**VoLS(t):** Value of Series [●] as at the Redemption Valuation Day.

**Value of Series [●]:** means the value of cash flows derived by the Issuer from the securitised Collateral comprised in that Series less fees and any liabilities attributable in whole or in part to the Notes of that Series as computed by the Calculation Agent



The Redemption Amount shall be determined by the Calculation Agent in accordance with the provisions of the Agency Agreement and by reference to such factors as the Calculation Agent considers in good faith to be appropriate including, without limitation:

- 7.3.1 market prices or values for the assets representing the Collateral comprised in that Series and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the time;
- 7.3.2 internal pricing models; and
- 7.3.3 the costs, losses and expenses which may be or which are incurred by or on behalf of the Issuer in connection with the disposal or realisation of the Collateral comprised in that Series and / or the redemption of the Notes.

The Calculation Agent shall not be required to determine the Redemption Amount should the Issuer, the Calculation Agent and the Paying Agent not have received any Redemption Notice for the redemption of any Notes or should the redemption of Notes be suspended during Temporary Suspension Events.

The Issuer shall cause notice of the Redemption Amount and of the Repayment Day to be given to the Paying Agent and any agent thereof (if appointed), and to the investors, not less than four (4) Business Days prior to the relevant Repayment Day.

#### 7.4 Reduction of Amounts Payable

The claims of investors against the Issuer under the Notes may be satisfied only from the Collateral comprised in that Series.

The Redemption Amount shall be paid from the proceeds received from the Collateral comprised in that Series of Notes or from the redemption, cancellation, surrender or other disposal of such Collateral.

As a result, the redemption of the Notes is dependent on payments received by the Issuer from the Collateral comprised in that Series of Notes or upon its redemption, cancellation, surrender or other disposal of the said Collateral.

If the Issuer is not able to redeem or realise any such Collateral, the Issuer may be unable to redeem the linked Notes. If the Collateral comprised in that Series of Notes or the proceeds from the disposal thereof are insufficient for the final and full settlement of the claims of investors, the Issuer will not be liable for any shortfalls.

In the circumstances, the investors cannot assert any further claims against the Issuer. In such case, the claim to full repayment of capital is lost without compensation. Investors cannot take recourse against other accounts or assets of the Issuer. The investors are not entitled to any direct legal claims whatsoever against the relevant Collateral Obligor.

#### 7.5 Application of Proceeds

In accordance with Condition 5 of the Notes, prior to the occurrence of an Event of Default, the Issuer shall or shall direct that the proceeds available for distribution in relation to a particular Series shall for each Payment Date and each other date on which this Agreement or the Conditions provides for distribution, be applied in the following order:

- (a) in or towards payment or discharge of that Series pro rata portion of the Permitted Expenses in the order specified in the definition of Permitted Expenses;

- (b) in or towards payment or discharge of that Series pro rata portion of a profit fee of €1,000 per annum to the Issuer, which shall be retained by the Issuer and available for distribution to its shareholders as directed from time-to-time by the Issuer;
- (c) to the Paying Agent for the discharge pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of interest then due and payable under or in respect of the Notes of that Series; and
- (d) pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of principal and any other amounts then due and payable under or in respect of the Notes of that Series.

Following the occurrence of an Event of Default, the Cash Manager shall or shall direct that proceeds received from time-to-time in the Transaction Account with respect to Collateral acquired with the Aggregate Nominal Amount of Notes in a particular Series shall, in relation to that Series, be applied in the following order:

- (a) to the payment of that Series pro rata portion of Permitted Expenses in the order specified in the definition of Permitted Expenses;
- (b) for the discharge pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of interest then due and payable under or in respect of the Notes of that Series; and
- (c) pro rata and pari passu to the Noteholders in or towards the payment or discharge of all amounts of principal and any other amounts then due and payable under or in respect of the Notes of that Series.

In respect of the above paragraphs, where any reference is made to a Series pro rata portion of any amount, such pro rata portion shall be determined by or on behalf of the Issuer based on the ratio of the outstanding principal amount of such Series to the outstanding principal amount of all Series.

The Notes of each Series are direct, limited recourse and unsecured obligations of the Issuer and rank pari passu and without preference among themselves.

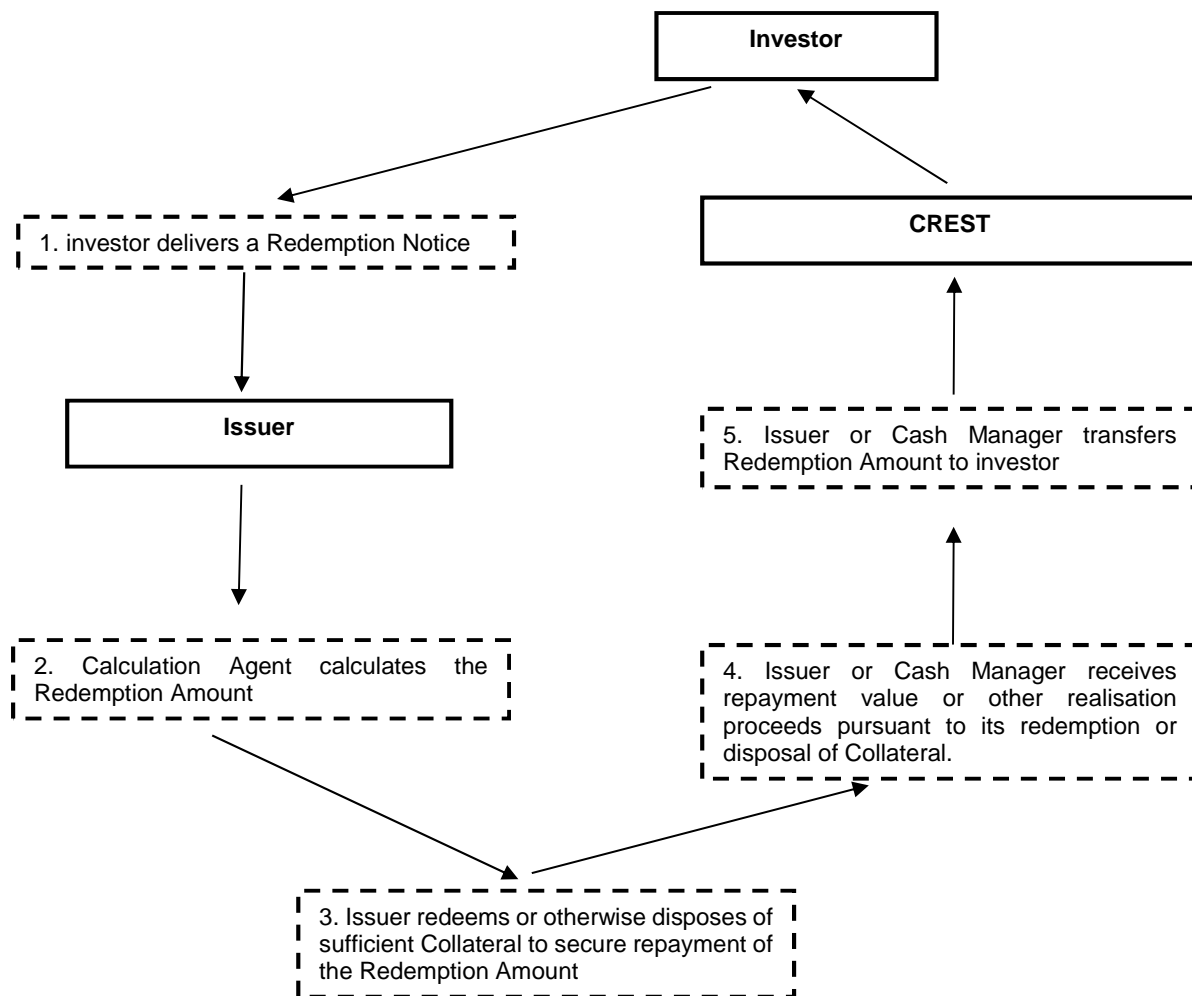
## 8 FLOW OF FUNDS

### Source of Funds received by the Issuer

The source of funds for the payment of principal and interest amounts in respect of the Notes will be the Issuer's interest in the Collateral.

Any distributions made will be made in the currency outlined in that Series' relevant Pricing Supplement.

### Cash Flow Model – Redemption of Notes by investors



### Redemption of Notes by investors

investors may seek to redeem all or part of their Notes by submitting a Redemption Notice to the Issuer, the Calculation Agent and the Paying Agent at least one (1) Business Day prior to the commencement of the Redemption Notice Period. Such a request for the redemption of Notes must contain the following information:

- 8.1 full name and address of the investor;
- 8.2 the International Security Identification Number (ISIN) of the Notes to be redeemed;
- 8.3 the quantity of Notes to be redeemed; and

- 8.4 the account of the investor with a bank in a member state of the European Economic Area, to which any payments owed under the Notes are to be credited.

The Redemption Notice may be obtained from the Issuer.

No Redemption Notice may be withdrawn once received by the Issuer and, if accepted, will be effective as at the next Redemption Valuation Day.

A Redemption Notice must be received at the registered office of the Issuer, the Calculation Agent and the Paying Agent during office hours at least one (1) Business Day prior to commencement of the Redemption Notice Period. Redemption Notices received at any time during the Redemption Notice Period will, unless the Issuer otherwise determines, be held over until the following Redemption Valuation Day.

Notwithstanding the aforesaid, a Redemption Notice shall have no effect:

- 8.5 should it seek to secure the redemption of such number of Notes being less than the Minimum Tradable Amount, if any, applicable in respect of the Notes and specified in the Pricing Supplement;
- 8.6 whilst redemptions are temporarily suspended in the circumstances identified during Temporary Suspension Events.

### **Payments to Investors**

Payments made in respect of the Notes shall be subject to the Priorities of Payment outlined in Condition 5.

The Redemption Amount will be paid on the Repayment Day and any interest payments will be made on a Payment Date.

Once sufficient proceeds are received as aforesaid, the Cash Manager will arrange for the transfer and payment, through the Relevant Clearing System, of the Redemption Amount to the account of the investor. The Paying Agent will arrange for the transfer and payment, through the Relevant Clearing System, of any sums payable to the account of the investor prior to the redemption of Notes.

All currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up). For these purposes 'unit' means the lowest amount of such currency that is available as legal tender in the country of such currency.

Any payment effected by or on behalf of the Issuer in respect of Notes shall be subject to deduction, or conditional upon payment by the relevant recipient/s, of any applicable taxes, settlement expenses, bank charges and any other amounts payable as specified in the Conditions.

If the date on which any amount is payable is not a Business Day then payment will not be made until the next succeeding day which is a Business Day and the recipient of any such payment shall not be entitled to any further payment in respect of such delay.

Redemption of the Notes and any payments by the Issuer or Cash Manager and any Agent will be subject in all cases to all applicable fiscal and other laws, regulations and practices in force at such time (including, without limitation, any relevant exchange control laws or regulations and the Relevant CREST Rules) and the Issuer, CREST or any Agent shall not incur any liability whatsoever if it is unable to effect any payments or deliveries contemplated, after using all reasonable efforts, as a result of any such laws, regulations and practices.

Neither the Issuer nor any Agent shall, under any circumstances, be liable for any acts or defaults of the CREST in the performance of their respective duties in relation to the Notes.

If the Issuer determines that any condition to payment to be satisfied by an investor has not been satisfied in respect of the Notes on or prior to the date on which payment would otherwise have been scheduled to occur, such payment shall not become due until the date on which all conditions to payment have been satisfied in full. No additional amounts shall be payable or deliverable as a result of any such delay or postponement. The conditions to payment to be satisfied by an investor may include, without limitation, receipt of all instructions, certifications, documentation and information by the Issuer, any Agent and CREST, as applicable, required by the Issuer, the relevant Agent and / or CREST to effect such payment to the investor (or to its order) within the required time period.

### **Liquidity Provisions**

The Issuer's ability to meet its obligations in respect of each Series of the Notes, its operating expenses and its administrative expenses is wholly dependent upon the performance of its portfolio of assets.

### **Issuer's Transaction Account**

The Issuer will maintain a Transaction Account. The Transaction Account is currently with Northern Trust to facilitate the collection of the noteholder proceeds, investment in the Collateral and the payment of ongoing expenses.

This bank account will be maintained by the Cash Manager.

### **Collection of payments**

Redemption of the Notes and any payments by the Issuer or Cash Manager and any Agent will be subject in all cases to all applicable fiscal and other laws, regulations and practices in force at such time (including, without limitation, any relevant exchange control laws or regulations and, where applicable, the Relevant CREST Rules) and the Issuer, CREST or any Agent shall not incur any liability whatsoever if it is unable to effect any payments or deliveries contemplated, after using all reasonable efforts, as a result of any such laws, regulations and practices.

## 9 FORM OF THE NOTES

Notes of each Series may be issued in registered, uncertificated and dematerialised book-entry form with CREST. Beneficial interests in the Notes will be shown on, and transfers thereof will be effected only through, records maintained by CREST and their participants.

Where the Notes are issued in registered, uncertificated and dematerialised form, no certificates shall be delivered to investors. The Notes shall be and remain dematerialised and, as such, notwithstanding anything contained in this document: (i) terms and conditions relating to such Notes, including without prejudice to the generality of the foregoing, their issuance, transfer, exchange, redemption and / or cancellation, shall be governed in accordance with the Relevant CREST Rules and any applicable rules and procedures set out by the Relevant CREST System providing dematerialisation and any other provisions of this Listing Particulars and the relevant Pricing Supplement shall apply only to the extent that they are not inconsistent with the Relevant CREST Rules and / or any such applicable rules and procedures; and (ii) any amendment, variation or deletion of the terms of this Section 9 shall be subject to the prior express written approval of the Relevant Clearing System. Title to Notes will be evidenced merely by virtue of registration in the books of CREST.

Alternatively, Notes may be represented by definitive registered certificates with one Certificate being issued in respect of each Noteholder's entire holding of Notes, following the entry into a Note Purchase Agreement between the Issuer and a Noteholder.

The Issuer will cause to be kept at the registered office of the Registrar and maintained by the Registrar the Register on which shall be entered the names and addresses of the holders of the Notes, the particulars of such Notes and all transfers and redemptions of such Notes.

## 10 PROCEDURE FOR ISSUE / SUBSCRIPTION

### 10.1 Procedure for Issue

Where there is no CREST Settlement Agent appointed according to the relevant Pricing Supplement, a prospective investor interested in acquiring Notes must deliver to the Cash Manager, a Subscription Form, in the form available from the Issuer, together with such evidence and such certifications as may be specified by the Issuer as required in relation to the prospective investor's eligibility to invest in the Notes.

The Issuer may elect, in its absolute discretion, to offer Notes to any of the prospective investors that have delivered a Subscription Form, and offers may be made by the Issuer sending Pricing Supplement to the prospective investors for which the Issuer accepts the Subscription Form. Each prospective investor will have agreed in the Subscription Form to acquire Notes in accordance with the procedure set out in the Subscription Form. The Issuer reserves the right to reject any Subscription Form by a prospective investor by issuing a rejection notice to the Issuer at least 10 Business Days prior to the Issue Date specified in the Pricing Supplement.

Where there is a CREST Settlement Agent appointed under the relevant Pricing Supplement, a prospective investor interested in acquiring Notes must deliver to the Settlement Agent such evidence and such certifications as may be specified by the CREST Settlement Agent as required in relation to the prospective investor's eligibility to invest in the Notes, following which the investor may subscribe for Notes in accordance with the standard terms of business of the CREST Settlement Agent.

Investors may not be allocated all of the Notes for which they apply, for example if the total amount of orders exceeds aggregate amount of the Notes ultimately issued.

Where there is no CREST Settlement Agent appointed in the relevant Pricing Supplement, investors will be notified by the Registrar of their allocations of Notes and the settlement arrangements in respect thereof as soon as practicable after the Offer Period has ended. The Issuer does not intend to make any arrangements to facilitate dealing of the Notes before this notification has been made.

Where there is a CREST Settlement Agent appointed in the relevant Pricing Supplement, the CREST Settlement Agent will be allocated the aggregate of the Notes to be issued under the Pricing Supplement and the CREST Settlement Agent will issue the Notes to the investors on a delivery-versus-payment basis in accordance with the terms of the CREST Settlement Agency Agreement.

The Issuer has included a data privacy notice in the Subscription Form, outlining its approach under the General Data Protection Regulation (Regulation (EU) 2016/679) (as amended or replaced from time-to-time).

Where the Notes are issued and held through CREST, investors should follow the procedures from time-to-time of CREST (as the case may be).

### 10.2 Issue Price of Notes

The Issue Price of the Notes will be 100% of the nominal value unless otherwise specified in the applicable Pricing Supplement and except as adjusted for subsequent Tranches in order to reflect interest accrued.

## 11 CLEARING AND SETTLEMENT

Custodial and depositary or safekeeping links have been (or will be) established with the CREST Settlement Agent and / or CREST to facilitate the initial issuance of Notes. Transfers within CREST will be in accordance with the usual rules and operating procedures of the relevant system.

### 11.1 Book-Entry Ownership

*Uncertificated, dematerialised, registered Notes*

All transactions in respect of the uncertificated, dematerialised, registered Notes in the open market or otherwise must be effected through an account with EUI. All transfers of such Notes shall be subject to and made in accordance with the Uncertificated Regulations and the rules, procedures and practices in effect of the Registrar and CREST. The Uncertificated Regulations and such rules, procedures and practices may change from time-to-time.

If at any time the Notes cease to be held in uncertificated form and / or accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that the Notes will cease to be held in uncertificated form and cleared through CREST and / or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or CREST announces an intention permanently to cease business or does in fact do so, the Notes shall continue to be in registered form and the Issuer, the Registrar, the Paying Agent and any other relevant party may agree such procedures as they determine necessary in relation to the transfer of the Notes and shall as soon as reasonably practicable give notice thereof to the Noteholders in accordance with Condition 15 of the Notes.

If the rules and procedures of the Registrar and / or for so long as the Notes are held in CREST the rules and procedures of CREST include any closed period in which no Noteholder may require the transfer of a Note to be registered in the Register, such closed periods shall apply to the Notes. Details of any such closed period are available from the Registrar.

### 11.2 CREST

The Registrar is a participant in the system of paperless settlement trades and the holding of uncertificated securities administered by Euroclear UK & Ireland Limited (“**CREST**”). CREST enables securities (including debt securities) to be evidenced otherwise than by written instrument, and to be transferred electronically and the Notes are participating securities. Accordingly, to the extent that the Notes are issued as Uncertificated Registered Securities, settlement of transactions in such Notes will take place within the CREST system.

Where the Issuer decides to issue securities into CREST, it shall notify the Registrar of the proposed issuance. Upon issuance of the Notes, the Registrar will deliver the Notes to the specified broker in CREST



## 12 THE ISSUER

### *General*

The Issuer, Audacia Capital (Ireland) plc, was incorporated on 9 March 2018 as a public limited company under the Irish Companies Acts 2014 (with registered number 622442). The registered office of the Issuer is 1st floor, Block 2, Harcourt Centre, Harcourt Street, Dublin 2 Ireland.

The Directors of the Issuer are Charles Goldsmith, John Ferguson, Howard Chapman, Patrick Gibbons and Andy Murphy. The address of Mr Ferguson and Mr Goldsmith is 15 Irish Town, Gibraltar, GZ11 1AA. The address of Mr Chapman is Klimentska 1216/46, Prague 110 00, Czech Republic. The address of Mr Gibbons and Mr Murphy is the registered office of the Issuer.

The Issuer was incorporated with authorised share capital of €100,000 divided into 100,000 ordinary shares with par value of €1 each. The issued share capital of the Issuer is €25,000, which has been quarter paid up. All of the issued shares are owned by DMS Governance Risk and Compliance Services Limited which is a company incorporated in Ireland, who hold the shares on trust for the Share Trustee. Under the terms of a Declaration of Trust made by the Share Trustee, the Share Trustee holds the benefit of the shares on trust for charitable purposes. The Share Trustee has no beneficial interest in, and derives no benefit other than its fees for acting as Share Trustee, from its holding of the shares.

### ***Business***

The Issuer was established as a special purpose vehicle for the purpose of issuing the Notes and does not undertake any business other than the acquisition, holding, financing, selling, hedging and granting of security over its assets, the investment thereof in accordance with the terms of the Investment Parameters set out in Section 5 of these Listing Particulars, the issue and redemption of the Notes and other related transactions, and will not issue any further shares, declare any dividends, have any subsidiaries, merge with or be voluntarily acquired by any other entity, give any guarantee and, so long as any of the Notes remains outstanding, the Issuer will not petition for winding-up or bankruptcy.

The Notes are obligations of the Issuer alone and not of the Agents.

### ***Financial Statements***

So long as any Note remains outstanding, copies of the most recent annual audited financial statements of the Issuer, when published, can be obtained at the registered office of the Issuer during normal business hours. No financial statements of the Issuer have been made up as the date of these Listing Particulars. The first financial statements of the Issuer will be in respect of the period from formation to 30 June 2019.

## 13 THE TRUSTEE

DMS Governance Risk and Compliance Services Limited has been appointed by the Issuer as trustee for the noteholders pursuant to the Trust Deed. The Trustee, a company incorporated with limited liability and registered in Ireland (registered number 573252) whose registered address is at 3<sup>rd</sup> floor, 76 Lower Baggot Street, Dublin 2, Ireland.

The Trustee is appointed under the terms of the Trust Deed to act as trustee and independent representative for the benefit of the Noteholders of the Programme.

Under the terms of the Trust Deed, the Issuer is required to provide regular information to the Trustee including:

- The Issuer shall provide written confirmation to the Trustee annually and otherwise on request that no Event of Default or other matter that should be brought to the Trustee's attention has occurred.
- The Issuer must inform the Trustee of any intended cancellation of the Notes.
- Before issuing any Notes, the Issuer shall deliver or cause to be delivered to the Trustee a copy of the applicable Subscription Form and Pricing Supplement in relation to the relevant issue and shall notify the Trustee in writing without delay of the relevant Issue Date and the notional amount of the Notes to be issued.
- The Issuer must provide the Trustee with copies of all supplements and / or amendments and / or restatements of the Agency Agreement and the Corporate Services Agreement.

### *Powers of the Trustee*

The Trustee may without the consent or sanction of the Noteholders and without prejudice to its rights in respect of any subsequent breach or Event of Default from time-to-time and at any time but only if and in so far as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Deed or determine that any Event of Default shall not be treated as such for the purposes of the Trust Deed provided that the Trustee shall not exercise any powers conferred on it in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 15 of the Conditions but so that no such direction or request shall affect any waiver or authorisation or determination previously given or made. Any such waiver or authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Noteholders and, if, but only if, the Trustee shall so require, shall be notified by the Issuer to the Noteholders in accordance with Condition 16 of the Conditions as soon as practicable thereafter.

The Trustee may without the consent or sanction of the Noteholders at any time and from time-to-time concur with the Issuer in making any modification (a) which in the opinion of the Trustee it may be proper to make provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Noteholders or (b) if in the opinion of the Trustee such modification is of a formal, minor or technical nature or to correct a manifest error or an error which is, in the opinion of the Trustee, proven. Any such modification may be made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding upon the Noteholders and, if, but only if, the Trustee shall so require, shall be notified by the Issuer to the Noteholders in accordance with Condition 16 of the Conditions as soon as practicable thereafter.

### *Termination of the Appointment of the Trustee*

The Trustee may retire at any time on giving not less than 90 days' prior written notice to the Issuer without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Noteholders may remove any trustee or trustees. The Issuer undertakes that in the event of the only trustee appointed under the Trust Deed giving notice under this Clause or being removed by the Noteholders it will use its best endeavours to procure that a new trustee is appointed as soon as reasonably practicable thereafter. The retirement or removal of any such trustee shall not become effective until a successor trustee is appointed. If, in such circumstances, no appointment of such a new trustee has become effective within 60 days of the date of such notice or Noteholder resolution, the Trustee shall be entitled to appoint a trustee, but no such appointment shall take effect unless previously approved by a Noteholder resolution.

## 14 THIRD PARTIES

### **Paying Agent, Calculation Agent, CREST Settlement Agent, Registrar and Cash Manager**

Apex Fund Services (Ireland) Limited has been appointed by the Issuer as cash manager and calculation agent pursuant to an agency agreement dated 13 June 2018 (“**Apex**”). Apex was incorporated in Ireland as a private limited company on 26 January 2007 with registered number 433608 under the Companies Act 2014.

Computershare investor Services (Ireland) Limited has been appointed by the Issuer as paying agent and registrar pursuant to the Agency Agreement (the “**Computershare**”). Computershare was incorporated in Ireland as a private limited company with registered number 239353.

SVS Securities plc has been appointed by the Issuer as CREST Settlement Agent pursuant to the CREST Settlement Agency Agreement. SVS Securities plc is authorised and regulated to conduct investment business by the Financial Conduct Authority in the United Kingdom, registration number 220929. SVS Securities plc are authorised to provide regulated products and services. This means SVS Securities plc have permissions to handle client money and dealing in investments as agent. SVS Securities plc are also regulated under the Market in Financial Instruments Directive (MiFID) in regards to other offices within the EU under the MiFID Passporting Regime. The registered office of SVS Securities is 4th Floor, Princes Court, 7 Princes Street, London, EC2R 8AQ . The Companies House number is 04402606. SVS Securities plc is a registered member of CREST with CREST ID 010A.

Apex and Computershare are hereinafter referred to as the Agents.

Under the Agency Agreement, the Agents provide the Issuer with certain paying agency, calculation agency, registration, cash management and related services.

The Issuer has also entered into the Registrar Agreement with the Registrar for the provision of associated services in connection with the registrar function.

#### *Termination of the Appointment of the Agents*

The Agents may resign their appointment at any time by giving the Issuer at least 60 days’ notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes.

Upon receipt of notice of resignation or upon notice of any other termination or removal of the Paying Agent or any other Agent required pursuant to the Conditions the Issuer shall procure the appointment of a substitute Agent by not later than the due date of such resignation or (as the case may be) as soon as practicable after such termination or removal. If following receipt of such a notice, a substitute Agent has not been appointed by the tenth day before the due date of such resignation, the Agent in respect of which the notice has been received may itself appoint as its replacement any reputable and experienced financial institution.

No such resignation or termination of the appointment of the Paying Agent, Registrar or Calculation Agent shall, however, take effect until a new Paying Agent or, as the case may be, Registrar or Calculation Agent has been appointed and no termination of the appointment of a Paying Agent or Registrar shall take effect if there would not then be a Paying Agent or Registrar as required by the Conditions.

The appointment of an Agent shall forthwith terminate if an Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, administrator or other similar official of all or a

substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of an Agent, a receiver, administrator or other similar official of an Agent or all or a substantial part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of an Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

## 15 TAXATION

### IRISH TAXATION

#### **Certain Irish Tax Considerations**

*Comments below are of a general nature and are based on Irish laws, regulations, rulings, practice and decisions of the Irish Revenue Commissioners (and interpretations thereof) in effect as at the date hereof (all of which are subject to prospective and retroactive change). They do not purport to be a complete description of all of the tax considerations that may be relevant to a decision to purchase the Notes. This summary does not constitute legal or tax advice nor does it discuss all aspects of Irish taxation that may be relevant.*

*This summary does not address all Irish tax principles that may apply to all categories of Noteholders (such as dealers in securities), some of which may be subject to special rules. This summary relates only to the position of persons who are the absolute beneficial owners of the Notes and may not apply to certain other classes of persons. Prospective investors are advised to consult their own tax advisors as to the tax consequences of acquiring, owning and disposing of the Notes.*

For the purposes of this summary of Irish tax considerations:

**“Qualifying Company for the purposes of the Irish Securitization Regime”** means a company which satisfies the conditions to be a “Qualifying Company” as defined in Section 110 of Ireland's Taxes Consolidation Act 1997.

**“Relevant Territory”** is defined as (i) a country with which Ireland has concluded a double tax treaty which is currently in force pursuant to Section 826(1) of the Taxes Consolidation Act 1997, or (ii) a country with which Ireland has concluded a double tax treaty which is subject to the completion of administrative procedures set out in Section 826(1) of the Taxes Consolidation Act 1997 before it comes into force, or (iii) or a member state of the European Union other than Ireland. As at the date of publication, Ireland is a party to in-force double tax treaties with 73 countries: Albania, Armenia, Australia, Austria, Bahrain, Belarus, Belgium, Bosnia & Herzegovina, Botswana, Bulgaria, Canada, Chile, China, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Ethiopia, Finland, France, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, India, Israel, Italy, Japan, Kazakhstan, Korea (Republic of), Kuwait, Latvia, Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Mexico, Moldova, Montenegro, Morocco, the Netherlands, New Zealand, Norway, Pakistan, Panama, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, Ukraine, the United Arab Emirates, the United Kingdom, the United States, Uzbekistan, Vietnam and Zambia. As at the date of publication, Ireland is a party to double tax treaties with a further one state which are subject to the completion of administrative procedures before they come into force: Ghana.

**“Interest”** shall comprise the Redemption Amount or any other amount of coupon, return, or payment in respect of the Notes (other than a repayment of principal).

#### ***Irish Taxation of the Noteholders***

### *Irish Withholding Taxes on Interest on the Notes*

In general, Irish withholding tax (currently at the rate of 20%) must be deducted from Interest payments made by the Issuer. However, there is an exemption from Irish withholding tax in respect of interest paid by a Qualifying Company for the purposes of the Irish Securitisation Regime to a person who is resident for tax purposes in a Relevant Territory under the domestic law of that territory.

There is also an exemption where interest is paid on a Quoted Eurobond. A Quoted Eurobond is defined as a security which:

- is issued by a company;
- is quoted on a recognised stock exchange; and
- carries a right to interest.

GEM is a “recognised stock exchange” for the purposes of the Quoted Eurobond exemption.

Any interest paid on such Quoted Eurobonds can be paid free of withholding tax provided:

- the person by or through whom the payment is made is not in Ireland; or
- the payment is made by or through a person in Ireland, and either:
  - i. the Quoted Eurobond is held in a clearing system recognised by the Revenue, or
  - ii. the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to the person by or through whom the payment is made in the prescribed form.

So long as the Notes are quoted on a recognised stock exchange and are held in a recognised clearing system (or, if not so held, payments on the Notes are made through a paying agent not in Ireland), interest on the Notes can be paid by the Issuer and any paying agent acting on behalf of the Issuer without any withholding or deduction for or on account of Irish income tax.

### *Irish Income Taxes on Interest on the Notes*

In general, tax residents of Ireland are liable to Irish taxation on their worldwide income; whereas non-tax residents of Ireland are only liable to Irish taxation on their Irish source income, including any income from the Notes.

Individuals who are tax resident or ordinarily tax resident in Ireland will, in general, be subject to income tax at their marginal rate on income from the Notes. Social charges and levies may also apply depending on the particular circumstances of the beneficial owner. Irish domiciled individuals who are neither resident nor ordinarily tax resident in Ireland may be subject to the domicile levy as a consequence of owning the Notes.

Irish tax resident companies and non-tax resident companies which hold Notes in connection with a trade carried on in Ireland through a branch or agency will, in general, be subject to corporation tax on income from the Notes. The standard rate of tax applying to the trading profits of companies is 12.5%. The rate of corporation tax applying to non-trading income is 25%. In certain circumstances a surcharge of 20% can apply to investment income earned by Irish tax resident companies which are considered to be “close companies” for Irish tax purposes.

Certain persons are exempt from Irish tax on all income and gains including approved charities and approved pension funds.

All persons are under a statutory obligation to account for Irish taxation on a self-assessment basis and there is no requirement for the Revenue Commissioners to issue or raise an assessment.

A registered security is treated as being situated where the principal register is located. As the Notes issued will be registered in Ireland, they may be regarded as property situated in Ireland. Where Interest payments made by the Issuer on the Notes have an Irish source, irrespective of whether the interest thereon is paid gross, the Noteholders may be chargeable to Irish income tax by self-assessment. However, certain categories of taxpayer may be exempt from taxation of interest as follows:

- A person who is not resident in Ireland will be exempt from Irish income tax in respect of interest paid on the Notes where there is no withholding tax or deduction from the interest by virtue of the Quoted Eurobond exemption detailed above and the person is resident for purposes of tax in a member state of the EU (other than Ireland) or a country with which Ireland has signed a double tax treaty provided the person does not carry on a trade in Ireland through a branch or agency to which this interest is attributable.
- A person will be exempt from Irish income tax in respect of interest paid on the Notes where the Notes qualify for the Quoted Eurobond exemption from withholding tax (as outlined above) and where the person is either:
  - (a) a company which is under the control, whether directly or indirectly, of persons(s) who by virtue of the laws of a member state of the EU (other than Ireland) or a country with which Ireland has a signed double taxation agreement are resident for the purposes of tax in that jurisdiction and are not under the control of persons(s) who are not so resident in a member state of the EU (other than Ireland) or a country with which Ireland has signed a double taxation agreement; or
  - (b) a company, or a 75 per cent subsidiary of a company or companies, the principal class of shares in which is substantially and regularly traded on a recognised stock exchange in an EU member state or in a country with which Ireland has signed a double tax agreement,

provided in respect of (a) and (b) above, the company does not carry on a trade in Ireland through a branch or agency to which the interest is attributable.

Even if the Quoted Eurobond exemption does not apply, on the basis that the Issuer will be a Qualifying Company for the purposes of the Irish Securitisation Regime, the Interest earned on such notes should be exempt from income tax if paid to a non-resident of Ireland who does not carry on a trade in Ireland through a branch or agency to which the Interest is attributable and who for the purposes of Section 198(1), Taxes Consolidation Act 1997 is regarded as being a resident of a Relevant Territory.

- A company will not be chargeable to Irish income tax in respect of interest paid on the Notes where:
  - (i) the company is not resident in Ireland and is resident for the purposes of tax either in a member state of the EU or in a country with which Ireland has

signed a double taxation agreement and that jurisdiction imposes a tax that generally applies to interest receivable in that territory by companies from sources outside that territory; or

- (ii) the interest is exempted from the charge to Irish income tax under the relevant double tax agreement (or would be so exempt if the relevant double tax agreement had the force of law),

provided, in respect of (i) and (ii) above, the company does not carry on a trade in Ireland through a branch or agency to which this interest is attributable and the Issuer is making the interest payments in the ordinary course of its trade or business.

- An exemption from Irish income tax in respect of interest paid on the Notes may also be available (subject to administrative formalities) under the terms of an applicable double taxation treaty to certain persons entitled to the benefits of such a treaty.

Interest on the Notes which does not fall within the above exemptions is within the charge to income tax, and, in the case of Noteholders who are individuals, is subject to the universal social charge. In the past, the Irish Revenue Commissioners have not pursued liability to income tax in respect of persons who are not regarded as being resident in Ireland except where such persons have a taxable presence of some sort in Ireland or seek to claim any relief or repayment in respect of Irish tax. However, there can be no assurance that the Irish Revenue Commissioners will apply this treatment in the case of any Noteholder.

#### *Encashment Tax*

In certain circumstances, Irish encashment tax may be required to be withheld at the standard rate of Irish income tax (currently 20%) from Interest on the Notes, where such Interest is collected by a person in Ireland on behalf of any holder of the Notes. However, a non-Irish paying agent should not be obliged to deduct Irish encashment tax. If a Noteholder appoints an Irish collecting agent, then an exemption from Irish encashment tax will be available where the beneficial owner of the Interest is not tax resident in Ireland and has made a declaration to this effect in the prescribed form to the collecting agent.

#### *Deposit Interest Retention Tax (DIRT)*

The Interest on the Notes should not be liable to DIRT on the basis that the Issuer is not a relevant deposit taker as defined in Irish tax law.

#### *Taxation of Capital Gains*

Capital gains tax is chargeable at the current rate of 33% on taxable capital gains with allowance being made for acquisition costs, enhancement expenditure and certain incidental costs of disposal. A Noteholder who is resident or ordinarily resident in Ireland for Irish tax purposes may be subject to Irish capital gains tax on any gain realised on the disposal or redemption of the Notes.

A Noteholder who is neither resident nor ordinarily resident in Ireland for Irish tax purposes is not subject to Irish capital gains tax unless the Notes:

- have been used for the purposes of a trade carried on by such a person in Ireland through a branch or agency or acquired for use by or for the purposes of the branch or agency; or



- derive their value or greater part of their value from land, mineral rights or exploration rights in Ireland.

#### *Domicile Levy*

Irish domiciled individuals (irrespective of whether they are tax resident and / or ordinarily tax resident in Ireland) may be subject to the domicile levy as a consequence of owning the Notes.

#### *Irish Capital Acquisitions Tax (“CAT”)*

Irish CAT applies to gifts and inheritances where the disponent or the beneficiary is tax resident or ordinarily tax resident in Ireland at the date of the gift or inheritance or to the extent that the property of which the gift or inheritance consists is considered situated in Ireland at that date. The current rate of CAT is 33%. Consequently, if the Notes are comprised in a gift or inheritance taken from an Irish tax resident or ordinarily tax resident disponent or if the beneficiary is tax resident or ordinarily tax resident in Ireland (special rules with regard to residence apply where the disponent and / or beneficiary is not domiciled in Ireland), or if any of the Notes are regarded as property situate in Ireland, the beneficiary may be liable to Irish CAT.

A registered security is generally treated as being situated where the principal register is located. As the Notes will have an Irish register, they should be regarded as property situated in Ireland for CAT purposes.

#### *Irish Stamp Duty*

On the basis that the Issuer will be a Qualifying Company for the purposes of the Irish Securitisation Regime, no stamp duty or other similar documentary tax imposed by any government department or other taxing authority of or in Ireland should be payable on the creation, initial issue, delivery or transfer of the Notes.

#### ***Irish Taxation of the Issuer***

##### *Irish Corporation Tax*

The Issuer intends that it will conduct its business so that it should be considered tax resident in Ireland.

In general, Irish tax resident companies pay corporation tax at the rate of 12.5 percent on trading income, 25 percent on non-trading income and 33 percent on non-trading capital gains. However, the Issuer intends to satisfy the criteria to be a Qualifying Company for the purposes of the Irish Securitisation Regime and to elect into that regime. As a Qualifying Company for the purposes of the Irish Securitisation Regime, the Issuer expects that it will be taxable at a rate of 25 percent on its income and gains. The Issuer also expects to be entitled to a corporate tax deduction for the Interest paid to the Noteholders in respect of the Notes. However, the Issuer's interest expenses in respect of the Notes would not be deductible if it is paid to a “specified person” where, at the time the Notes were issued, the Issuer was in possession, or aware, of information, including information about any arrangement or understanding in relation to ownership of the instrument after that time, which could reasonably be taken to indicate that interest which would be payable in respect of the Notes would not be subject, without any reduction computed by reference to the amount of such interest or other distribution, to a tax in a Relevant Territory which generally applies to profits, income or gains received in that territory, by persons, from sources outside that territory. In order to mitigate against this risk, the Issuer has restricted ownership of the Notes to Permitted Holders.

##### *Irish Value Added Tax (VAT)*

Ireland generally imposes VAT on the supply of goods and services. No Irish VAT should apply to the acquisition on the issue or transfer of the Notes, or on the acquisition or disposal of the Collateral.

### **Foreign Account Tax Compliance Act (“FATCA”)**

#### *Application of FATCA to the Issuer*

Ireland has an intergovernmental agreement with the United States of America (the “IGA”) in relation to FATCA, of a type commonly known as a ‘model 1’ agreement. Ireland has also enacted regulations to introduce the provisions of the IGA into Irish law. The Issuer intends to carry on its business in such a way as to ensure that it is treated as complying with FATCA, pursuant to the terms of the IGA. Unless an exemption applies, the Issuer shall be required to register with the US Internal Revenue Service as a ‘reporting financial institution’ for FATCA purposes and report information to the Irish Revenue Commissioners relating to Noteholders who, for FATCA purposes, are specified US persons, non-participating financial institutions or passive non-financial foreign entities that are controlled by specified US persons. Exemptions from the obligation to register for FATCA purposes and from the obligation to report information for FATCA purposes are available only in limited circumstances. Any information reported by the Issuer to the Irish Revenue Commissioners will be communicated to the US Internal Revenue Service pursuant to the IGA. It is possible that the Irish Revenue Commissioners may also communicate this information to other tax authorities pursuant to the terms of any applicable double tax treaty, intergovernmental agreement or exchange of information regime.

The Issuer should generally not be subject to FATCA withholding tax in respect of its US source income for so long as it complies with its FATCA obligations. FATCA withholding tax would only be envisaged to arise on US source payments to the Issuer if the Issuer did not comply with its FATCA registration and reporting obligations and the US Internal Revenue Service specifically identified the Issuer as being a ‘non-participating financial institution’ for FATCA purposes.

#### *Application of FATCA to investors*

Each existing and prospective investor in the Notes is expected to be required to provide the Issuer such information as the Issuer may deem necessary to determine whether such Noteholder is a U.S. Reportable Account or otherwise qualifies for an exemption under FATCA. If Notes are held in a nominee account by a non-foreign financial institution nominee for the benefit of their underlying beneficial owner, the underlying beneficial owner is an accountholder under FATCA, and the information provided must pertain to the beneficial owner.

Please note that the term “U.S. Reportable Account” under FATCA applies to a wider range of investors than the term “U.S. Person” under Regulation S of the Securities Act 1933. Investors should consult their legal counsel or independent tax advisors regarding whether they fall under either of these definitions.

### **European Union Savings Directive (EUSD)**

On 10 November 2015, the Council of European Union adopted a Directive repealing the European Union Savings Tax Directive (EUSD). As a result of the repeal of the EUSD, Irish paying agents will no longer be required to report interest payment information to the Irish Revenue Commissioners on payments made to individuals resident in another EU Member State under the EUSD. The final period for which information is required to be exchanged under the EUSD for Irish paying agents is the period to 31 December 2015. The EU has adopted the Common Reporting Standard (see below) as the standard for automatic exchange of financial information for member states from 1 January 2016.

## **OECD Common Reporting Standard**

As noted above, the Council of the EU has recently adopted Directive 2014/107/EU, which amends Directive 2011/16/EU on administrative cooperation in the field of taxation. This 2014 directive provides for the implementation within the EU of the regime known as the “Common Reporting Standard”. The global standard proposed by the OECD generalises the automatic exchange of information within the European Union as of 1 January 2016. Ireland signed a Multilateral Competent Authority Agreement on 29 October 2014, which activated the automatic exchange of information under the Common Reporting Standard, based on the Multilateral Convention on Mutual Administrative Assistance in Tax Matters. The Common Reporting Standard took effect in Ireland (and other early adopter jurisdictions) from 1 January 2016, and the first reporting took place in 2017 (with respect to 2016 calendar year). Under these measures, the Issuer may be required to report information relating to Noteholders, including the identity and residence of Noteholders, and income, sale or redemption proceeds received by Noteholders in respect of the Notes. This information may be shared with tax authorities in other EU member states and jurisdictions which implement the OECD Common Reporting Standard.

## **UNITED KINGDOM TAXATION**

*The following applies only to persons who are the beneficial owners of Notes and in an overview of the Issuer's understanding of current United Kingdom law and published HM Revenue and Customs practice relating only to the United Kingdom withholding tax treatment of payments of principal and interest in respect of Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdictions other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.*

### **Interest on the Notes**

Payments of interest on the Notes may be made by the Issuer without withholding or deduction for or on account of United Kingdom income tax where such interest is not regarded as having a United Kingdom source for United Kingdom tax purposes. In the case of interest on Notes which are regarded as having a United Kingdom source. Such payments of interest may be made by the Issuer without deduction of or withholding on account of United Kingdom income tax where the Notes are listed on a “recognised stock exchange”, within the meaning of section 1005 of the Income Tax Act 2007. Euronext Dublin is a recognised stock exchange. The Notes will satisfy this requirement if they are officially listed in Ireland and in accordance with provisions corresponding to those generally applicable in the European Economic Area states and are admitted to trading on the Global Exchange Market of Euronext Dublin. Provided, therefore, that the Notes remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax.

In other cases, an amount must generally be withheld from payments of interest on the Notes on account of United Kingdom income tax at the basic rate (currently 20 per cent). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HM Revenues and Customs can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

### **Listing**

Application has been made to Euronext Dublin for the approval of this document as Base Listing Particulars and to admit certain Series of Notes, within twelve months after the date hereof, to listing on the Official List of Euronext Dublin and to trading on the Global Exchange Market of Euronext Dublin. The relevant Pricing Supplement, in the respect of any Series will specify whether or not the relevant Series of Notes will be listed on Euronext Dublin.

### **Consents and Authorisations**

The Issuer has obtained all necessary consents, approvals and authorisations in Ireland (if any) in connection with the issue and performance of the Notes. The issue of the Notes was authorised by a resolution of the Board of Directors of the Issuer passed on 22 July 2019.

### **No Significant or Material Change**

Save as disclosed in these Listing Particulars, there has been no significant change in the financial or trading position of the Issuer and no material adverse change in the financial position or prospects of the Issuer since the date of its incorporation on 9 March 2018.

### **No Litigation**

The Issuer is not involved, and has not been involved in any legal, litigation, governmental or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of the Issuer's incorporation a significant effect on the Issuer's financial position or profitability.

### **Accounts**

So long as any Notes remains outstanding, copies of the most recent annual audited financial statements of the Issuer, when published, can be obtained at the specified offices of the Issuer during normal business hours. The first financial statements of the Issuer are expected to be in respect of the period from incorporation to 30 June 2019.

### **Documents Available**

For so long as any Notes are listed on the Official List of Euronext Dublin and admitted to trading on GEM, physical copies of the following documents (or copies thereof) will be available from the date of the first issue of the Notes during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the registered office of the Issuer:

- (1) these Listing Particulars, any supplements to the Listing Particulars, any Series Drawdown documents and any Pricing Supplement of Series of Notes;
- (2) the Memorandum and Articles of Association of the Issuer;
- (3) the Trust Deed;
- (4) the Agency Agreement;
- (5) Corporate Services Agreement;
- (6) the Memorandum and Articles of Association of the Collateral Obligors;

- (7) all reports, letters, and other documents, valuations and statements prepared by any expert at the Collateral Obligors request any part of which is included or referred to in these Listing Particulars; and
- (8) the historical financial information of the Collateral Obligors or, in the case of a group, the historical financial information of the issuer and its subsidiary undertakings for each of the two financial years preceding the publication of these Listing Particulars.

The noteholders may inspect reports prepared from time-to-time by the Issuer regarding the performance of the investments (in either physical or electronic format) during usual business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the registered office of the Issuer.

**REGISTERED OFFICE OF THE ISSUER**

2nd Floor, Block 5  
Irish Life Centre  
Abbey Street Lower  
Dublin D01 P767  
Ireland

**TRUSTEE**

**DMS Governance Risk and Compliance Services Limited**

3<sup>rd</sup> Floor, 76 Baggot Street  
Dublin 2  
Ireland

**LISTING AGENT**

**Davy**

Davy House  
49 Dawson St  
Dublin 2  
Ireland

**PAYING AGENT AND REGISTRAR**

**Computershare investor Services (Ireland) Limited**

Heron House  
Corrig Road  
Sandyford Industrial Estate  
Dublin 18  
Ireland

**CASH MANAGER AND CALCULATION AGENT**

**Apex Fund Services (Ireland) Limited**

1<sup>st</sup> Floor, Block 2  
Harcourt Centre  
Harcourt Street  
Dublin 2  
Ireland

**CORPORATE SERVICES PROVIDER AND COMPANY SECRETARY**

**Apex Fund Services (Ireland) Limited**

1<sup>st</sup> Floor, Block 2  
Harcourt Centre  
Harcourt Street  
Dublin 2  
Ireland

**LEGAL ADVISERS**

*To the Issuer as to Irish law*

**LK Shields Solicitors**

40 Upper Mount Street  
Dublin 2

**AUDITORS**

**Grant Thornton**

24-26 City Quay  
Dublin 2  
Ireland

## 1 APPENDIX 1 - COLLATERAL ANNEX

The Pricing Supplement shall specify which one or more of the following entities shall be the Collateral Obligor/s in respect of the relevant Series.

### 1.1 Audacia Capital Limited (the “Audacia Collateral Obligor”)

<b>NAME OF THE COLLATERAL OBLIGOR</b>	Audacia Capital Limited
<b>JURISDICTION OF INCORPORATION</b>	Gibraltar
<b>REGISTERED ADDRESS</b>	15 Irish Town Gibraltar GZ11 1AA
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	Companies Act 2014 of Gibraltar
<b>LEGAL FORM</b>	Private limited company
<b>DATE OF INCORPORATION</b>	11 October 2016
<b>REGISTERED NUMBER</b>	114947
<b>SHARE CAPITAL</b>	GBP 100 (to be increased to GBP 150 on or before issue of the series)
<b>SHAREHOLDERS</b>	Lillywhite Holdings LLC (beneficially owned by John Andrew Ferguson, director of the Issuer) as to 50 ordinary shares, Sunrise Holdings LLC (beneficially owned by Charles William George Goldsmith (director of the Issuer) as to 50 ordinary shares.
<b>DIRECTORS</b>	Sunrise Holdings LLC and Lillywhite Holdings LLC.  The director of Sunrise Holdings LLC is Charles William George Goldsmith (a director of the Issuer). The director of Lillywhite Holdings LLC is John Andrew Ferguson (a director of the Issuer)  The business addresses of Charles William George Goldsmith and John Andrew Ferguson are provided in Section 12 of these Listing Particulars.
<b>FINANCIAL YEAR END</b>	31 December
<b>AUDITORS</b>	Paifang Accountants & Tax Advisors (UK) Limited 22 Billet Street Taunton Somerset

	TA1 3NG
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	<p>The company was incorporated as a special purpose vehicle with regard to the activities described below, and the Series (which was a successor to a separate Frankfurt-listed bond which was refinanced during 2018). As such, it is bankruptcy remote as regards the use of funds as described below.</p> <p>Please note that there was no Gibraltar domestic income for the years ended 31 December 2018 for the Audacia Collateral Obligor, and, when due, therefore, the publicly available Gibraltar statutory financial statements will reflect only the Gibraltar income of zero. The same was the case for the year ended 31 December 2017.</p> <p>In any event, the company has not yet been required by law to complete statutory accounts for the year ended 31 December 2018 but it has done so.</p> <p>Statutory accounts for the Gibraltar income for the years ended 31 December 2017 and 2018 are available for inspection in physical form at the registered office of the Issuer. Separate financial statements of the Audacia Collateral Obligor for the years ended 31 December 2017, 31 December 2018 and the period ended 30 June 2019, including all worldwide income, are available for inspection at the offices of the Issuer. The year-end management accounts are pending audit (although this is not required by law). All of the financial statements inspected demonstrate an asset surplus notwithstanding the borrowings under the Series.</p>
<b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b>	<p>The Audacia Collateral Obligor invests into businesses with high growth potential, or otherwise demonstrating a strong likelihood of redeeming the investment within three to five years. This structure is primarily designed for infant companies in the technology and / or sports sectors, although we do not exclude other sectors either for particularly strong projects, or to balance the portfolio.</p> <p>Audacia Capital will look to fund projects, typically in the amount of £100,000 (GBP) to £1,000,000 (GBP) per project, as this is a sector where bank financing and traditional VC operations are unfeasible. A typical Audacia project will be advanced to the stage of operational launch (or at least almost operational), and it will have positive cash-flow (or a clear and short-term roadmap to positive cash-flow). The duration of a typical project will be 2 - 3 years, and it will have a realistic pre-defined exit strategy.</p> <p>Loans made by the Audacia Collateral Obligor may be convertible into shares in the target companies at the Audacia Collateral Obligor's option. Security for such Loans will typically be granted by way of a debenture - comprising a floating charge over the assets from time-to-time of the target companies and supported by a pledge over the founders' shares in the target business undertakings. The loans may (subject to negotiation) provide for interest payments to be paid periodically, or will</p>



	<p>provide for interest to roll up until the end of the maturity of the loan, depending on the nature of the target business.</p> <p>Loans provided by the Audacia Collateral Obligor will be issued bearing interest in the region of 6-10% per annum and the maturity dates will fall due within 2- 5 years depending on how the deal is structured, and provided that the loan is not converted into equity shares in the company to procure a higher return before maturity. The Audacia Collateral Obligor reserves the right to redeem any part of a Funding Loan, irrespective whether the back-to-back Loan has been repaid. There is no link between the Securitization Bonds and any specific project.</p> <p>To ensure that the Audacia Collateral Obligor's interests are aligned with those of the Noteholders, its own primary source of revenue will derive from carried equity interests in the capital of each project, of on average at least 3% for each GBP 200,000 invested in that target.</p> <p>Audacia Capital also reserves the power under an institutional grade shareholders agreement to monitor the state of the target businesses by full information rights in relation to every target investment, and the right to appoint a member the board of directors of the target companies. The Audacia Collateral Obligor representatives will in any event have the right to observe all such proceedings as if appointed formally to the board of directors.</p>
<b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b>	<p>This Collateral Obligor has confirmed that there is no material adverse change in the financial position or prospects of the Collateral Obligor since the management accounts financial statements (which are available for inspection under Section 16 of the Listing Particulars) and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and / or group's financial position or profitability.</p>
<b>CONFLICTS OF INTEREST</b>	<p>The directors and indirect owners of this Collateral Obligor are also directors of the Issuer. Please also note the potential conflict arising as stated at page 102 of these Listing Particulars.</p>
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	<p>England &amp; Wales, and other EEA jurisdictions based on other various opportunities from time-to-time.</p>
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	<p>The Collateral comprises a book of loans to companies, all to mature within 3 to 5 years.</p>
<b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO</b>	<p>The Collateral Obligor has granted a floating charge to the Issuer over its entire assets and undertaking. The charge is second-ranking at the date of issue, and to become first ranking on repayment of its senior debt to ETI Securities plc,</p>

<p><b>THE ISSUER RELATING TO THE COLLATERAL</b></p>	<p>compartment number 4, by way of a refinancing under the Notes, which is likely to occur during 2018. Upon full repayment of the company's pre-existing senior debt to ETI Securities plc, compartment no. 4, the Collateral Obligor has also undertaken to pledge 100% of the shares in favour of the Issuer (currently pledged to ETI Securities plc, compartment number 4 under the same arrangements).</p> <p>Under the security taken by the Collateral Obligor against its own debtors, the documentation in certain cases also provides for substitution to another collateral obligor if required (on a wholesale and not only partial basis), which could potentially result in a step-in by the trustee to the Noteholders. However, the Collateral Obligor's security for its own loan portfolio will not be directly enforceable by Noteholders.</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its loan book and security on a quarterly basis. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.</p>
<p><b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b></p>	<p>The Collateral is to be a loan note portfolio supported by security over additional carried interest participations in securities (typically ordinary shares) of the underlying borrower companies, typically between 5% to 30% of each company depending on the nature of the investments.</p> <p>The legal documentation of the loan agreement, shareholders agreement and security is standardised and produced under expert legal advice. During its due diligence of the Collateral Obligor, the Issuer has seen the standard form documentation used by the Collateral Obligor for its business (subject to negotiation under the various transactions) and considers it to reflect market standard for this type of business.</p>
<p><b>MATURITY OF THE SECURITISATION BONDS</b></p>	<p>31 December 2025</p>
<p><b>INTEREST RATE OF SECURITISATION BONDS</b></p>	<p>7%</p>
<p><b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b></p>	<p>GBP</p>
<p><b>REDEMPTION VALUATIONS DAYS</b></p>	<p>31 December 2021, and 31 December 2023</p>

<p><b>REDEMPTION NOTICE PERIOD</b></p>	<p>The Redemption Notice Period shall be one calendar quarter prior to the relevant Redemption Valuation Day. Except where the Issuer and any Noteholder agree otherwise in writing, any request for redemption received in the Redemption Notice Period shall be held over until the following Redemption Valuation Day or the Final Maturity Date, as applicable.</p>
<p><b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b></p>	<p>The Audacia Collateral Obligor has identified cash-generating companies capable of repaying interest accruing under a loan, but require funding in order to grow. Such companies are ineligible for bank funding, and are typically prepared to offer carried interests in their equity share capital in return for procuring a loan. In certain instances the loans are convertible into further securities - and in other cases they are repayable under their terms.</p> <p>The loan elements of the Collateral are secured to the Noteholders under a floating charge and, where available, pledges over the founder shares of the companies.</p> <p>Typically, the loan-to-value ratio of the assets of the Collateral Obligor will not at any point exceed 75% (having regard to its total aggregated debts) from time-to-time.</p> <p>The granting of the carried interests in addition to the loans ensures that the Collateral Obligor holds, except in a default situation, assets substantially exceeding the loan value.</p>
<p><b>RISK FACTORS OF THE SECURITIZATION BONDS</b></p>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated trading objectives. The value of the Collateral Obligor's assets may go down as well as up. The Issuer may therefore realise less than its original investment in the event that the Collateral Obligor has insufficient assets, and therefore the Noteholders will receive less than the principal value of the Notes.</p> <p>Where one target company defaults, this may affect the Audacia Collateral Obligor's ability to meet its obligations under the Securitization bonds notwithstanding that the other target companies are meeting their obligations.</p> <p><b>2. Availability of suitable target companies</b></p> <p>The Collateral Obligor may not be able to source or acquire suitable projects in the timescales matching the issue of the Notes or at all (in which case funds will be returned to the Issuer, and the Notes will be redeemed, but the Collateral Obligor may not be able to meet interest accrued).</p> <p><b>3. Execution and costs risks</b></p> <p>The Collateral Obligor may find that the costs or other risks associated with investing in one or more projects are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available.</p>

#### **4. Operational risks**

Carrying on a business imports an inherent risk of failure of that business for many reasons. Unanticipated situations may arise on site or may affect cash-flow or the net assets of any given target company each of which may cause increased cost or delay or cause the project to fail (in extreme circumstances).

In the technology sector, the loan from the Audacia Capital Obligor may be insufficient to grow the target company to a sufficient level to allow it to repay the principal under the loan. As such, this Series should be considered as a high-risk investment.

#### **5. Value of the carried interests**

Valuation of a company and its shares may occur under a number of different methodologies. The Audacia Collateral Obligor is allocated carried interests in its target companies, which it has sought to value conservatively in order to produce meaningful management accounts, which demonstrate the additional Collateral brought by such interests.

However, their value may vary dramatically upwards or downwards by the circumstances of the company, and the perspective of a willing buyer or seller of such interests in such circumstances.

#### **6. Unforeseen matters and withholdings of information**

Whilst the Audacia Collateral has an established due diligence process, there may be hidden defects which were not apparent or identified and which may later affect the value of its carried interests and likelihood of the loans being repaid, despite the security undertaken.

#### **6. Risk on exit and lack of interest and / or capital return**

The Collateral Obligor may, depending upon market conditions, find it difficult or impossible to sell its carried interests in the target companies, relying solely therefore on repayment of the loans to repay the Securitization Bonds.

#### **7. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the directors, in particular could damage the Collateral Obligor's business. The Audacia Collateral Obligor maintains key man insurance in this respect, to mitigate the costs of finding suitable replacements, but this is not up to the full value of the Securitization Bonds.

Equally, the success of one or more of the Audacia Collateral Obligor's projects is dependant on one or more individuals for the same reasons. Typically, the Audacia Collateral Obligor requires the project company to take out key man insurance up to the value of the Audacia loans in this respect, except where

	<p>the relevant business is not so dependent or is long-established.</p> <p><b>8. Government and legislative change and threat of litigation</b></p> <p>Changes in the law or regulation could affect the return on any investment in the Collateral Obligor, in the event that the sourcing and investment of projects, for example, becomes a controlled or regulated activity. The additional cost burden may make it uneconomic having regard to the relatively small loan size for such projects. Additional compliance costs at the level of the Audacia Collateral Obligor may also render it unable to pay its debts or service the Securitization Bonds in such circumstances.</p>
<b>MATURITY OF THE SERIES</b>	31 December 2025, subject to early redemption prior to the Redemption Valuation Days
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	6%
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP

1.2 Rialto Financial Limited

<b>NAME OF THE COLLATERAL OBLIGOR</b>	Rialto Financial Limited
<b>JURISDICTION OF INCORPORATION</b>	England & Wales
<b>REGISTERED ADDRESS</b>	21 Knowsley Road Liverpool United Kingdom L19 0PF
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	Companies Act 2006 of England & Wales, as amended
<b>LEGAL FORM</b>	Private limited company
<b>DATE OF INCORPORATION</b>	13 September 2016
<b>REGISTERED NUMBER</b>	10373347
<b>SHARE CAPITAL</b>	GBP 1
<b>MAJOR SHAREHOLDERS</b>	Manish Gambhir
<b>DIRECTORS</b>	Manish Gambhir.  The business address of Manish Gambhir is 21 Knowsley Road, Liverpool, United Kingdom, L19 0PF, the registered office of this collateral obligor.
<b>FINANCIAL YEAR END</b>	30 September
<b>AUDITORS</b>	Brindleys Limited Wheeleys Road Edgbaston Birmingham B15 2LD
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	The company is a special purpose vehicle for the purposes of the Notes, and it had not traded prior to the inception of the Series. As such, it is bankruptcy remote as regards the use of funds as described below. The statutory accounts for the year ended 30 September 2018 are available for inspection in physical form at the registered office of the Issuer. These accounts were not audited due to the relatively low investment in the Series at that time. The accounts show a loss for the period due to the set-up costs of the Series and other fund-raising costs in setting up other fund-raising structures that were not successful. There has since the date of these accounts

	<p>been more than GBP 8 million invested in the Series for this Collateral Obligor. The Issuer has also seen management accounts of the Collateral Obligor for the period ended 31 March 2019, which are open to inspection in physical form at the registered office of the Issuer. Such accounts also show losses, due to marketing costs associated with fund-raising under the Series. These are one-off costs at the outset of the investment, should not recur, and are anticipated in the business plan of the Collateral Obligor. Accordingly, no concerns arise from this. The Collateral Obligor has separately confirmed that no defaults have occurred in its loan portfolio which indicates that the initial losses will be made whole. In any event, all amounts accruing under the Securitization Bonds for this Series have been paid on time and in full.</p>
<p><b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b></p>	<p>The Collateral Obligor's business is to lend monies to developers and organisations who are proposing to buy or invest in real estate properties in the United Kingdom. The Company will also engage in bridging finance and lend money on a business to business basis at an above average short-term rate, including where applicable, taking first charge security over a property held within the borrowing business. Lending should not exceed 65% loan to value (LTV) in this case.</p> <p>The management team of the Collateral Obligor have identified a pipeline of lending opportunities through their network to ensure that, once funds have been raised, the clients have requested to take out the loans according to the model described below.</p> <p>The primary objective of the Collateral Obligor is to provide bridging finance to other businesses and high net worth individuals in exchange, where available, for a first fixed charge security over the property assets acquired or invested in.</p> <p>The Collateral Obligor's primary business focus is intended to be on the following activities:</p> <p><b>1. Lending:</b></p> <p>Finding lending opportunities through the company's network and conducting appropriate due diligence on the borrower and the security offered. Lending opportunities between £50,000 and £2,000,000 will be targeted.</p> <p>The company will lend up to a maximum loan principal of 65% of the 60-day open market valuation in the case of residential property and 60% of the open market valuation of commercial property. The company will not provide loans as part of a syndicate alongside any other loan providers.</p> <p><b>2. Need of fast access to credit:</b></p> <p>In case an investor wants to buy a property at auction or from a bank receiver or liquidator, but does not have the cash to purchase the property outright. A bank will often not be able to make a loan in such a fast time, so the investor uses bridge funding pending refinance from a bank. In these cases, where</p>

	<p>the property may be available at a significant discount to normal market value, the cost of bridge funding is commercially irrelevant because the property is available at such a bargain price. It is the fast access to credit that is most important.</p> <p><b>3. Insufficient funds to add value to a property:</b></p> <p>In case an investor wants to buy a property which, with a change of use or specification will be worth much more than the total cost of purchase price and specification, and that investor has enough cash to make the necessary changes but not to buy the property. In this case the Collateral Obligor would make a loan for the purchase of the property with the security, where available, of a first legal charge at a LTV of 65% of present value not future value. This would enable the investor to buy the property, make the necessary changes and refinance it. As part of the due diligence process, the Collateral Obligor would commission a valuation on the purchase price, the cost specification works and the end value. The Collateral Obligor would also require evidence of "in principle" exit refinance/sale.</p>
<b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b>	<p>This Collateral Obligor has confirmed that there is no material adverse change in the financial position or prospects of the Collateral Obligor since incorporation and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and / or group's financial position or profitability.</p>
<b>CONFLICTS OF INTEREST</b>	<p>There is no conflict of interest between Mr Gambhir and the Issuer or its directors as at the date of issue of the Series.</p>
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	<p>United Kingdom</p>
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	<p>The Collateral will mature on various dates depending on the nature of the various opportunities from time-to-time.</p>
<b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b>	<p>The Collateral Obligor has granted a floating charge to the Issuer over its entire assets and undertaking. The charge is first-ranking at the date of issue, subject to registration with the Registrar of Companies in England &amp; Wales.</p> <p>The Collateral Obligor has also pledged 100% of its shares in favour of the Issuer.</p> <p>Under the security taken by the Collateral Obligor against its own debtors, the documentation in certain cases also provides for substitution to another collateral obligor if required (on a wholesale and not only partial basis), which could potentially result in a step-in by the trustee to the Noteholders. However, that security will not be directly enforceable by Noteholders.</p>



	<p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its loan book and security on a quarterly basis. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.</p>
<b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b>	<p>The Collateral is typically comprised in a loan agreement, secured on the assets of the borrower.</p> <p>The legal documentation of the loan agreement and security is standardised and produced under expert legal advice. During its due diligence of the Collateral Obligor, the Issuer has seen the standard form documentation used by the Collateral Obligor for its business (subject to negotiation under the various transactions) and considers it to reflect market standard for this type of business.</p> <p>The Collateral Obligor has undertaken to provide to the Issuer a summary of its loan book on a quarterly basis. Noteholders are not generally entitled to this information, although the Noteholders of a Series are to be notified in the event of a default existing from time-to-time under the Securitization Bonds, and also as regards any actions taken from time-to-time by the Issuer to enforce the terms of the Securitization Bonds.</p> <p>This Collateral Obligor is obliged to discharge the fees of an investment committee, subject to the investment committee maintaining a 70% loan to value ratio according to the management accounts of this Collateral Obligor. The fees are reviewed annually and are currently 5% of new investments and 1.5% of the Collateral Obligor's assets annually. This is payable quarterly, in arrears.</p>
<b>MATURITY OF THE SECURITISATION BONDS</b>	31 May 2023
<b>INTEREST RATE OF SECURITISATION BONDS</b>	6%
<b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b>	GBP
<b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b>	The business strategy of the Collateral Obligor is to ensure that its assets and security for its loan portfolio are considerably higher than the value from time-to-time of the outstanding Securitization Bonds, and to generate sufficient income from its

	<p>loan portfolio to make the interest repayments under the Securitization Bonds.</p> <p>The Collateral Obligor will take security for its own loan portfolio against the underlying real estate assets of the borrowers by way of a debenture (preferably a fixed charge over the property and a floating charge over the business undertakings). The returns under the Securitization Bonds will be independent of the repayment of the Collateral Obligor's loan portfolio, from time-to-time. However, the Collateral Obligor's business model is that Securitization Bonds should be at all times backed by assets and security in an amount considerably greater than the redemption value of the Securitization Bonds then issued.</p> <p>In the event that the Collateral Obligor's net assets fall below the amount outstanding under the Securitization Bonds, this would comprise an actionable default under the Securitization Bonds.</p>
<p><b>RISK FACTORS IN RELATION TO THE SECURITIZATION BONDS</b></p>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated trading objectives. The value of the Collateral Obligor's assets may go down as well as up. The Issuer may therefore realise less than its original investment in the event that the Collateral Obligor has insufficient assets, and therefore the Noteholders will receive less than the principal value of the Notes.</p> <p>The Collateral Obligor is a special purpose vehicle established for the purposes of making this investment opportunity available and utilise the experience and contacts of its director to build a valuable and substantial portfolio. The Collateral Obligor does not have a detailed trading history on which investors can evaluate its potential future profitability from past performance, although the Issuer has seen evidence that the director of the Collateral Obligor is an experienced asset manager for a real estate portfolio in the North East of England.</p> <p><b>2. Availability of suitable properties</b></p> <p>The Collateral Obligor may not be able to source or acquire suitable properties in the timescales matching the issue of the Notes or at all (in which case funds will be returned to the Issuer, and the Notes will be redeemed, but the Collateral Obligor may not be able to meet interest accrued).</p> <p><b>3. Execution and costs risks</b></p> <p>The Collateral Obligor may find that the costs or other risks associated with buying one or more properties are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available.</p> <p><b>4. Development risk</b></p> <p>Development of any property carries execution risk. Unanticipated situations may arise on site or may affect builders</p>

or contractors (which may include unforeseen circumstances such as the presence of protected wildlife, indecent weather, insolvency affecting contractors, unforeseen ground conditions etc.) each of which may cause increased cost or delay or cause the project to fail (in extreme circumstances). This could affect the ability of a borrower to repay its bridging loan, or affect the value of security.

This is particularly relevant where a buyer under bridging finance acquires a partially developed property, and further issues materialise following which the value of the property is substantially decreased.

#### **5. Value of the properties**

The borrower under bridging finance is dependent upon the rental income of the properties and / or the realisation of the value of the properties in order to repay its debts, which comprise the Collateral Obligor's income and return of capital. In the event that the borrowers are unable to pay their debts as they fall due, the Collateral Obligor's own ability to pay its debts may be similarly affected.

Despite the Collateral Obligor's mitigation strategy described above, if the value of the underlying Properties significantly deteriorates, the decreased value of the secured assets could adversely affect the Company's ability to repay the Securitization Bonds at maturity, or the interest in any given period. A downturn in the real estate market is likely in any event to have an adverse effect on the overall returns to the Noteholders.

The Collateral Obligor may not always be able to obtain priority security over any potential acquirer of the properties, and accordingly there is no guaranteed exit route to recover the investment on sale of the properties (or otherwise).

#### **6. Hidden defects**

Whilst the Collateral Obligor will take steps to ensure that the Properties are adequate direct and indirect security for the Securitization Bonds, there may be hidden defects which were not apparent or identified and which may later affect the properties' rental income and ultimate sale price. Again, this could affect the value of any security given.

#### **6. Risk on exit and lack of interest and / or capital return**

The Collateral Obligor may, depending upon market conditions, find it difficult or impossible to enforce its security and sell the properties in the timescales or at the prices currently envisaged.

The funds to pay the interest due under the Securitization Bonds will be generated in the main from interest that the Collateral Obligor receives under its bridging finance, and the repayment of principal may be achieved through refinancing or capital sales of real estate. Whilst the Collateral Obligor will seek to ensure that each of its borrowers will provide a strong covenant for its loan obligations through, amongst other things,

	<p>detailed due diligence, a borrower default may temporarily reduce cash flow of the Collateral Obligor which could delay interest payments and / or other recurring payments to the Issuer. This may also affect the ability of the Collateral Obligor to trade in extreme circumstances.</p> <p><b>7. Dependence on key executives and personnel</b></p> <p>The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the director, in particular could damage the Collateral Obligor's business.</p> <p><b>8. Government and legislative change and threat of litigation</b></p> <p>Changes in Government policy (and in particular changes (namely increases) in taxation and stamp duty) could affect the return on any investment in real estate, which may affect the ability of borrowers to repay the Collateral Obligor.</p> <p>There may be changes in future government policy in relation to real estate, or landlords, which may have an indirect adverse effect on the Collateral Obligor's loan book. The property sector is a highly regulated environment and there is therefore an inherent risk of the threat of further regulation and / or litigation against property owners. In such circumstances, there is a risk that the Collateral Obligor may incur time and costs and its business may be adversely affected in relation to any such claims.</p>
<b>MATURITY OF THE SERIES</b>	31 May 2023
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	5.5%
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP

1.3 Capital Innovative Finance Limited

<b>NAME OF THE COLLATERAL OBLIGOR</b>	Capital Innovative Finance Limited
<b>JURISDICTION OF INCORPORATION</b>	England & Wales
<b>REGISTERED ADDRESS</b>	Venture Business Centre 16 Crosby Road North Waterloo Liverpool United Kingdom, L22 0NY
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	Companies Act 2006 of England & Wales, as amended
<b>LEGAL FORM</b>	Private limited company
<b>DATE OF INCORPORATION</b>	1 May 2018
<b>REGISTERED NUMBER</b>	11339357
<b>SHARE CAPITAL</b>	GBP 100
<b>MAJOR SHAREHOLDERS</b>	Paul Dalton as to 50%, Mark Roberts as to 50%
<b>DIRECTORS</b>	Paul Dalton and Mark Roberts  The business address of Paul Dalton and Mark Roberts is Venture Business Centre, 16 Crosby Road North, Waterloo, Liverpool, United Kingdom, L22 0NY, the registered office of this collateral obligor.
<b>FINANCIAL YEAR END</b>	31 January
<b>AUDITORS</b>	Lonsdale & Marsh Accountants Cotton House Old Hall St, Liverpool, L3 9TX United Kingdom
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	The company is newly incorporated as a special purpose vehicle for the purposes of the Notes. As such, it is bankruptcy remote as regards the use of funds as described below. The management accounts of the Collateral Obligor for the period ended 30 June 2019 are open to inspection in physical form at the registered office of the Issuer. The Collateral Obligor has yet to be required to file statutory accounts, with its financial year having ended on 31 January 2019. A five-year cash

	forecast based on a conservative GBP 5,000,000 subscription for the Series is available for inspection at the office of the Issuer.
<b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b>	<p>Founded in January 2012, Capital Bridging Finance Solutions (CBFS) established itself in the marketplace by providing short-term finance to experienced property developers throughout the UK. Our loans are usually for between 1 week and 1 year and typically for between £100,000.00 and £1m. CBFS have historically charged fees of 1-2% of the loan and interest rates up to 2% per month.</p> <p>CBFS grew rapidly and now has a loan book in excess of £9m made up of both secured and unsecured loans. CBFS provides mainly associated with the development of student housing projects but also with other large scale residential developments throughout the UK.</p> <p>The Collateral Obligor represents the successor business of CBFS, under the same model and the same management team.</p>
<b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b>	This Collateral Obligor has confirmed that there is no material adverse change in the financial position or prospects of the Collateral Obligor since incorporation and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and / or group's financial position or profitability.
<b>CONFLICTS OF INTEREST</b>	<p>CBFS has an existing debt to the Audacia Collateral Obligor in the amount of approximately GBP 1 million, which it is proposed will be refinanced through the subscription by the Audacia Collateral Obligor to the Notes of this Series, and which Notes will therefore be redeemed in accordance with the terms of this Series. Accordingly, the Audacia Collateral Obligor may in certain circumstances submit to the Issuer (which is controlled, as above, by the same officers) one or more requests to redeem this Series from time-to-time in its capacity as a holder of this Series of Notes. Such a conflict of interest shall be resolved in accordance with the articles of association of the Issuer.</p> <p>Otherwise, there are no conflicts of interest between the directors and officers of the Collateral Obligor, or the Collateral Obligor itself, and the Issuer and its directors and officers.</p>
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	United Kingdom
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	The Collateral will mature on various dates depending on the nature of the various opportunities from time-to-time.
<b>INDICATION OF SIGNIFICANT</b>	The Collateral Obligor has granted a floating charge to the Issuer over its entire assets and undertaking. The charge is

<p><b>REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b></p>	<p>first-ranking at the date of issue, subject to registration with the Registrar of Companies in England &amp; Wales. The Collateral Obligor has also pledged 100% of its shares in favour of the Issuer. Under the security taken by the Collateral Obligor against its own debtors, the documentation in certain cases also provides for substitution to another collateral obligor if required (on a wholesale and not only partial basis), which could potentially result in a step-in by a trustee for the Noteholders. However, that security will not be directly enforceable by Noteholders.</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its loan book and security on a quarterly basis. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.</p>
<p><b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b></p>	<p>The Collateral is typically comprised in a loan agreement, secured on the assets of the borrower.</p> <p>The legal documentation of the loan agreement and security is standardised and produced under expert legal advice. During its due diligence of the Collateral Obligor, the Issuer has seen the standard form documentation used by the Collateral Obligor for its business (subject to negotiation under the various transactions) and considers it to reflect market standard for this type of business.</p> <p>The Collateral Obligor has undertaken to provide to the Issuer a summary of its loan book on a quarterly basis. Noteholders are not generally entitled to this information, although may be notified through Condition 15, "Notices".</p>
<p><b>MATURITY OF THE SECURITISATION BONDS</b></p>	<p>31 May 2023</p>
<p><b>INTEREST RATE OF SECURITISATION BONDS</b></p>	<p>10%</p>
<p><b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b></p>	<p>GBP</p>
<p><b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b></p>	<p>The Collateral Obligor's main customers are active in the property development market. Typically the customers buy land for between £300,000.00 and £3m with planning permission for residential apartments, houses or student units. These units are sold off plan by specialist sales companies. The buyers pay</p>

	<p>sizable deposits up front (often 50% of the purchase price) to the developer (our customer) and these funds can be used to re-pay the Collateral Obligor's loans which are provided to acquire the site or they can be used to help fund the building of the units. The Collateral Obligor will not loan at a loan to value (LTV) ratio of more than 80%.</p> <p>This is a rapidly expanding market and the Collateral Obligor's management team have managed to secure a number of large scale deals but would like to provide more loans as annual returns can be between 20-30% per annum.</p> <p>The business strategy of the Collateral Obligor is to ensure that its assets and security for its loan portfolio are considerably higher than the value from time-to-time of the outstanding Securitization Bonds, and to generate sufficient income from its loan portfolio to make the interest repayments under the Securitization Bonds.</p> <p>The Collateral Obligor will take security for its own loan portfolio against the underlying real estate assets of the borrowers. This will include debentures, fixed charges and personal director guarantees from the borrowers where appropriate. The Collateral Obligor also requires personal director guarantees from the borrowers where appropriate. No monies are released until security of the loan (at an LTV less than 80%) is provided, and only then to the account of the solicitor responsible for completing the relevant property purchase.</p> <p>The returns under the Securitization Bonds will be independent of the repayment of the Collateral Obligor's loan portfolio, from time-to-time. However, the Collateral Obligor's business model is that Securitization Bonds should be at all times indirectly backed by assets and security in an amount considerably greater than the redemption value of the Securitization Bonds then issued.</p> <p>In the event that the Collateral Obligor's net assets fall below the amount outstanding under the Securitization Bonds, this would comprise an actionable default under the Securitization Bonds.</p>
<p><b>RISK FACTORS IN RELATION TO THE SECURITIZATION BONDS</b></p>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated trading objectives. The value of the Collateral Obligor's assets and loan book may go down as well as up. The Issuer may therefore realise less than its original investment in the event that the Collateral Obligor has insufficient assets to repay the Securitization Bonds, and therefore the Noteholders will receive less than the principal value of the Notes.</p> <p>The Collateral Obligor is a special purpose vehicle established for the purposes of making this investment opportunity available and utilising the experience and contacts of its directors to build a valuable and substantial portfolio. The Collateral Obligor does not have a detailed trading history on which investors can evaluate its potential future profitability from past performance,</p>



although the Issuer has seen evidence that the directors of the Collateral Obligor have a experienced asset managers for a bridging loan portfolio of this nature, having managed such a business successfully for the past six years (through CBFS).

## **2. Availability of suitable properties**

The Collateral Obligor may not be able to source or acquire suitable borrowers in the timescales matching the issue of the Notes or at all (in which case funds will be returned to the Issuer, and the Notes will be redeemed, but the Collateral Obligor may not be able to meet interest accrued).

## **3. Execution and costs risks**

The Collateral Obligor may find that the costs or other risks associated with financing the purchase of one or more properties are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available.

## **4. Development risk**

Development of any property carries execution risk. Unanticipated situations may arise on site or may affect builders or contractors (which may include unforeseen circumstances such as the presence of protected wildlife, indecent weather, insolvency affecting contractors, unforeseen ground conditions etc.) each of which may cause increased cost or delay or cause the project to fail (in extreme circumstances). This could affect borrowers' ability to repay the Collateral Obligor and also the value of the Collateral Obligor's security for its loan book.

This is particularly relevant where a buyer under bridging finance acquires a partially developed property, and further issues materialise following which the value of the property is substantially decreased.

## **5. Value of the properties**

The borrower under bridging finance is dependent upon the rental income of the properties and / or the realisation of the value of the properties in order to repay its debts, which comprise the Collateral Obligor's income and return of capital. In the event that the borrowers are unable to pay their debts as they fall due, the Collateral Obligor's own ability to pay its debts may be similarly affected.

Despite the Collateral Obligor's mitigation strategy described above, if the value of the underlying Properties significantly deteriorates, the decreased value of the secured assets could indirectly affect the Collateral Obligor's ability to repay the Securitization Bonds at maturity, or the interest in any given period. A downturn in the real estate market is likely in any event to have an adverse effect on the overall returns to the Noteholders, as a result of the negative impact on the worth of the Collateral Obligor's loan book.

The Collateral Obligor may not always be able to obtain priority security over any potential acquirer of the properties, and accordingly there is no guaranteed exit route to recover the investment on sale of the properties (or otherwise).

#### **6. Hidden defects**

Whilst the Collateral Obligor will take steps to ensure that the properties over which it has security are adequate direct and indirect security in order to enable it to repay the Securitization Bonds, there may be hidden defects which were not apparent or identified and which may later affect the properties' rental income and ultimate sale price.

#### **6. Risk on exit and lack of interest and / or capital return**

The Collateral Obligor may, depending upon market conditions, find it difficult or impossible to enforce its security and sell the properties in the timescales or at the prices currently envisaged, if its loan book defaults.

The funds to pay the interest due under the Securitization Bonds will be generated in the main form incoming interest payments received, as well as from rental income (where applicable) that the Collateral Obligor receives as interest under its loan book. The principal is likely to be repaid by a sale of the property or refinancing. Whilst the Collateral Obligor will seek to ensure that each borrower will provide a strong covenant for its interest or repayment obligations through, amongst other things, detailed due diligence, a collapse of that covenant may temporarily reduce cash flow such that cash flow strain could be placed on the Collateral Obligor which could delay interest payments and / or other recurring payments. This may also affect the ability of the Collateral Obligor to trade in extreme circumstances.

#### **7. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the director, in particular could damage the Collateral Obligor's business.

#### **8. Government and legislative change and threat of litigation**

Changes in Government policy (and in particular changes (namely increases) in taxation and stamp duty) could affect the return on any investment in real estate, which may affect the ability of borrowers to repay the Collateral Obligor.

There may be changes in future government policy in relation to real estate, or landlords, which may have an indirect adverse effect on the Collateral Obligor's loan book. The property sector is a highly regulated environment and there is therefore an inherent risk of the threat of further regulation and / or litigation against property owners. In such circumstances, there is a risk that the Collateral Obligor may incur time and costs and its

	business may be adversely affected in relation to any such claims.
<b>MATURITY OF THE SERIES</b>	31 May 2023
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	9%
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP

1.4 Nao People Limited (formerly WSC (International) Limited)

<b>NAME OF THE COLLATERAL OBLIGOR</b>	Nao People Limited (formerly WSC (International) Limited)
<b>JURISDICTION OF INCORPORATION</b>	Gibraltar
<b>REGISTERED ADDRESS</b>	13/1 Line Wall Road Gibraltar GX11 1AA
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	Companies Act 2014 of the laws of Gibraltar
<b>LEGAL FORM</b>	Private company limited by shares
<b>DATE OF INCORPORATION</b>	7 June 2017
<b>REGISTERED NUMBER</b>	115816
<b>SHARE CAPITAL</b>	GBP 2,000 comprised in 2,000 ordinary shares of GBP 1 each
<b>SHAREHOLDERS</b>	Mr Panayiotis Lawrence
<b>DIRECTORS</b>	Mr Panayiotis Lawrence
<b>FINANCIAL YEAR END</b>	31 December
<b>AUDITORS</b>	Khokhar McAdam Chartered Accountants 1 Eagle Street, Glasgow, United Kingdom, G4 9XA
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	The company was newly incorporated as a special purpose vehicle for the purposes of the Notes. As such, it is bankruptcy remote as regards the use of funds as described below. It has produced no statutory financial statements since incorporation and it has not yet been required to produce such statements. Management accounts dated 30 June 2019 are open for inspection in physical form at the registered office of the Issuer. No issues arise as the Collateral Obligor has only recently received investment under the Series, and prior to that did not trade.
<b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b>	The Collateral Obligor's business is to provide commercial loans to, and to act as a holding company of, developers and managers of commercial property and co-living properties in the UK and internationally. The underlying monies from the on-lending of the Collateral to the Collateral Obligor's corporate group will be utilized to buy or invest into real estate properties in the United Kingdom, with a view to expanding internationally. The Collateral Obligor will also seek to acquire serviced office operators and property developers within the real estate industry to service the group's buildings. The international strategy is designed to mitigate risk to the funds of the Issuer - with the non-UK or non-EU properties being leased (not

purchased), which will lessen exposure to countries outside of UK or EU.

The management team of the Collateral Obligor have identified a pipeline of property and commercially viable opportunities within the co-living, serviced office and property sectors through their network so as to ensure that, once funds have been raised, the properties are ready to acquire or develop through wholly-owned special purpose vehicles.

The primary objective of the Collateral Obligor is fund its group companies and enable them to own property across the UK and develop a 30-building strategy globally to become a major provider of shared office space and to operate all of the group's own buildings. To ensure security for the Collateral Obligor (and, indirectly, the Issuer), all the purchased buildings will be owned by separate SPVs (special purpose vehicles) formed by the Collateral Obligor as subsidiaries. All properties will have an operator's agreement in place with experienced operators within the sector of shared office space or co-living. The main contractor to operate the properties will be a service company wholly owned by the Collateral Obligor. This could make available to the Collateral Obligor, through its group, a fixed income relating to each property with a profit share, which will together enable the Collateral Obligor to discharge its obligations under the Securitization Bonds. This will also limit risk of non-payment of the Securitization Bonds in relation to any one or more properties.

The Collateral Obligor reserves the right to levy an annual management fee against the Collateral.

The Collateral Obligor's primary business focus is on the following activities:

**1. Property Acquisition in the UK through special purpose vehicles:**

The Company has identified property opportunities through its extensive network of family offices and leading UK property developers. Finding property opportunities, and conducting appropriate due diligence on all properties is imperative to ensure both the property and the operational benefits are commercially viable. The Collateral Obligor will look to acquire (indirectly through its special purpose vehicles) properties at prices in the range 3M GBP – 20M GBP, including properties to be purchased at auction from receivers or liquidators.

The Company will also provide development and operational finance as part of its model to develop its own portfolio.

**2. Competitor Acquisition:**

The Collateral Obligor's network of agents and advisors will enable the Collateral Obligor to identify competitors that cannot expand or have commercially viable offerings, such as prime property locations or profitable lease agreements that could be assigned to the Collateral Obligor (or the relevant special purpose vehicle if appropriate) to further develop. In these

	<p>cases, the Collateral Obligor will take the opportunity to invest where the properties of a competitor or its business are available at a significant discount to normal market value.</p> <p><b>3. International Expansion:</b></p> <p>The Collateral Obligor already has interests internationally, however international expansion is part of its strategy, with the main focus on the EU and APAC regions. To ensure the Collateral Obligor is not over-exposed to political or regulatory risks in markets outside the UK, the Collateral Obligor will follow a global leasing strategy in major cities, rather than purchasing properties throughout the territories (as will happen in the UK). This will not expose the company to significant financing and capex costs and international operations can be the primary focus of the expansion. The Collateral Obligor will continue to operate as a UK company with all properties being evaluated by international asset management companies and specialist legal support will be utilised in the countries concerned. As part of the Collateral Obligor's due diligence process, the Collateral Obligor will commission independent valuations on the purchase price, the cost specification works and the end value.</p>
<b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b>	<p>This Collateral Obligor has confirmed that there is no material adverse change in the financial position or prospects of the Collateral Obligor since incorporation and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and / or group's financial position or profitability.</p>
<b>CONFLICTS OF INTEREST</b>	<p>There is no conflict of interest between Mr Lawrence and the Issuer or its directors as at the date of issue of the Series.</p>
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	<p>Gibraltar</p>
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	<p>The date when the secured liabilities of the Collateral Obligor are repaid in full.</p>
<b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b>	<p>The Collateral Obligor has granted a first ranking floating charge to the Issuer over its entire assets and undertaking. The charge is first-ranking at the date of issue, subject to registration with the Registrar of Companies in Gibraltar.</p> <p>The owner of the Collateral Obligor has also undertaken to pledge 100% of the shares in the Collateral Obligor in favour of the Issuer by way of further security.</p> <p>The subscription proceeds for Notes will broadly be attributable to a transaction for real estate property as described above - to be owned or leased by subsidiary special purpose vehicles - for which indirect security may be available to Noteholders.</p>

	<p>However, no direct security will be given to Noteholders in relation to the Notes generally, or any particular subscription of them.</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its loan book and security on a quarterly basis. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.</p>
<b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b>	<p>The Collateral is typically comprised in a loan agreement, secured on the assets of the underlying SPV borrower and the asset acquired by the SPV.</p> <p>The legal documentation of the loan agreement and security is standardised and produced under expert legal advice. The various property transactions conducted by the special purpose vehicles will also be conducted under expert legal advice using standardised documentation (subject to negotiation for the transaction in question).</p> <p>The Collateral Obligor has undertaken to provide to the Issuer a summary of its loan book and / or list of properties acquired on a quarterly basis. Noteholders are not generally entitled to this information, although the Noteholders of a Series are to be notified in the event of a default existing from time-to-time under the Securitization Bonds, and about any actions taken from time-to-time by the Issuer to enforce the terms of the Securitization Bonds.</p>
<b>MATURITY OF THE SERIES</b>	31 December 2023, subject to early redemption prior to the Redemption Valuation Day
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	<p>8.25 % in respect of GBP-denominated Series and USD-denominated Series (as stated in the relevant Pricing Supplement)</p> <p>7% in respect of EUR-denominated Series (as stated in the relevant Pricing Supplement)</p>
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP / EUR / USD (as stated in the relevant Pricing Supplement)
<b>MATURITY OF THE SECURITISATION BONDS</b>	31 December 2023
<b>INTEREST RATE OF SECURITISATION BONDS</b>	9.2 % in respect of GBP-denominated Series and USD-denominated Series

	8% in respect of EUR-denominated Series
<b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b>	GBP / EUR / USD (according to the primary currency of the Series)
<b>REDEMPTION VALUATIONS DAYS</b>	31 December 2021
<b>REDEMPTION NOTICE PERIOD</b>	The Redemption Notice Period shall be one calendar quarter prior to the Redemption Valuation Day. Except where the Issuer and any Noteholder agree otherwise in writing, any request for redemption received in the Redemption Notice Period shall be held over until the following Redemption Valuation Day or the Final Maturity Date, as applicable.
<b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b>	<p>The business strategy of the Collateral Obligor is to ensure that its assets and services add value to the company's growth. Having a strategy of 30 properties within its portfolio that produces a considerably higher return to generate sufficient income from its portfolio to make the interest repayments under the Securitization Bonds. The long-term target of the Company is an IPO or similar public offering.</p> <p>The Collateral Obligor will take security for its own portfolio against the underlying real estate assets of the SPVs by way of a debenture (preferably a fixed charge over the property and a floating charge over the business undertakings, where available). The returns under the Securitization Bonds will be independent of the repayment of the Collateral Obligor's property and operating portfolio, from time-to-time. However, the Collateral Obligor's business model is that Securitization Bonds should be at all times backed by assets and security.</p> <p>In the event that the Collateral Obligor's net assets fall below the amount outstanding under the Securitization Bonds, this would comprise an actionable default under the Securitization Bonds.</p>
<b>RISK FACTORS OF THE SECURITIZATION BONDS</b>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated trading objectives. The value of the Collateral Obligor's assets may go down as well as up. The Issuer may therefore realise less than its original investment in the event that the Collateral Obligor has insufficient assets, and therefore the Noteholders will receive less than the principal value of the Notes.</p> <p>The Collateral Obligor is a recently formed company established primarily for the purposes of making this investment opportunity available and utilise the experience and contacts of its director to build a valuable and substantial portfolio. The Collateral Obligor does not have a detailed trading history on which investors can evaluate its potential future profitability from past performance, although the Issuer has seen evidence that the director of the Collateral Obligor is an experienced real</p>



estate developer and serviced office operator in the London, United Kingdom.

## **2. Availability of suitable properties**

The Collateral Obligor may not be able to source or acquire suitable properties in the timescales matching the issue of the Notes or at all (in which case funds will be returned to the Issuer, and the Notes will be redeemed, but the Collateral Obligor may not be able to meet interest accrued).

## **3. Execution and costs risks**

The Collateral Obligor may find that the costs or other risks associated with buying one or more properties are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available.

## **4. Development risk**

Development of any property carries execution risk. Unanticipated situations may arise on site or may affect builders or contractors (which may include unforeseen circumstances such as the presence of protected wildlife, indecent weather, insolvency affecting contractors, unforeseen ground conditions etc.) each of which may cause increased cost or delay or cause the project to fail (in extreme circumstances). This could affect the ability of a borrower SPV to repay its loan, or affect the value of security.

This is particularly relevant where a buyer acquires a partially developed property, and further issues materialise following which the value of the property is substantially decreased.

## **5. Value of the properties**

The Collateral Obligor may be dependent upon the rental income due to its subsidiaries in relation to one or more the properties and / or the realisation of the value of the properties in order to repay its debts, which comprise the Collateral Obligor's income and return of capital. In the event that one or more of the borrower SPVs are unable to pay their debts as they fall due, the Collateral Obligor's own ability to pay its debts may be similarly affected.

Despite the Collateral Obligor's mitigation strategy described above, if the value of the underlying Properties significantly deteriorates, the decreased value of the secured assets could adversely affect the Collateral Obligor's ability to repay the Securitization Bonds at maturity, or the interest in any given period. A downturn in the real estate market is likely in any event to have an adverse effect on the overall returns to the Noteholders.

The Collateral Obligor may not always be able to obtain priority security over any potential acquirer of the properties, and accordingly there is no guaranteed exit route to recover the investment on sale of the properties (or otherwise).

## **6. Hidden defects**

Whilst the Collateral Obligor will take steps to ensure that the Properties are adequate direct and indirect security for the Securitization Bonds, there may be hidden defects which were not apparent or identified and which may later affect the properties' rental income and ultimate sale price. Again, this could affect the value of any security given.

## **7. Risk on exit and lack of interest and / or capital return**

The Collateral Obligor may, depending upon market conditions, find it difficult or impossible to enforce its security and sell the properties in the timescales or at the prices currently envisaged.

The funds to pay the interest due under the Securitization Bonds will be generated in the main from interest that the Collateral Obligor receives under its bridging finance, and the repayment of principal may be achieved through refinancing or capital sales of real estate. Whilst the Collateral Obligor will seek to ensure that each of its borrowers will provide a strong covenant for its loan obligations through, amongst other things, detailed due diligence, a borrower default may temporarily reduce cash flow of the Collateral Obligor which could delay interest payments and / or other recurring payments to the Issuer. This may also affect the ability of the Collateral Obligor to trade in extreme circumstances.

## **8. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the director, in particular could damage the Collateral Obligor's business.

## **9. Government and legislative change and threat of litigation**

Changes in Government policy (and in particular changes (namely increases) in taxation and stamp duty) could affect the return on any investment in real estate, which may affect the ability of borrowers to repay the Collateral Obligor.

There may be changes in future government policy in relation to real estate, or landlords, which may have an indirect adverse effect on the Collateral Obligor's loan book. The property sector is a highly regulated environment and there is therefore an inherent risk of the threat of further regulation and / or litigation against property owners. In such circumstances, there is a risk that the Collateral Obligor may incur time and costs and its business may be adversely affected in relation to any such claims.

## **10. Exchange rate risk**

The Collateral Obligor may be exposed to currency fluctuations which may affect the value of its international assets, increase

	operating costs, generally and as against the primary currency of the Securitization Bonds.
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1.5 Brite Advisors (Insurance) Limited

<b>NAME OF THE COLLATERAL OBLIGOR</b>	Brite Advisors (Insurance) Limited
<b>JURISDICTION OF INCORPORATION</b>	Hong Kong
<b>REGISTERED ADDRESS</b>	Unit , 16/F Connaught Harbourfront House 35-36 Connaught Road West Sheung Wan Hong Kong
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	The Companies Ordinance of Hong Kong
<b>LEGAL FORM</b>	Private company limited by shares
<b>DATE OF INCORPORATION</b>	16 March 2001 (then Ever Time Limited), having changed its name on 28 January 2002 to Dixon Phillips Limited and subsequently on 29 November 2002 to Grosvenor Financial Services Limited, on 11 October 2007 to Absolute Consulting Financial Limited and on 9 July 2018 to Brite Advisors (Insurance) Limited.
<b>REGISTERED NUMBER</b>	750641
<b>SHARE CAPITAL</b>	100,000 ordinary shares of HKD 1 each
<b>SHAREHOLDERS</b>	Brite Advisory Group Limited (a company established in Hong Kong with registered number 220650), a company wholly owned by John Lymer
<b>DIRECTORS</b>	Gordon Couch
<b>FINANCIAL YEAR END</b>	31 December
<b>AUDITORS</b>	S.L. Lam & Company Chartered Accountants Rooms 2001-2004, 20/F, 69 Jervois Street, Sheung Wan, Hong Kong
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	The Company has historically carried on a business as a licensed broker for insurance underwriters. The below-listed documents are hereby incorporated by reference. <ul style="list-style-type: none"> <li>i) Audited Financial Statements of the Collateral Obligor for the year ended 31 December 2016;</li> <li>ii) Audited Financial Statements of the Collateral Obligor for the year ended 31 December 2017; and</li> </ul>

	<p>iii) Audited Financial Statements of the Company Collateral Obligor for the year ended 31 December 2018.</p> <p>The Audited Financial Statements of the Collateral Obligor for the years ended 31 December 2016, 2017 and 2018 are published and available for review at the registered office of the Issuer.</p> <p>The current owners of the company acquired it in February 2018. The financial statements of the company demonstrate that it is a long-standing organisation with a net retained profit and a positive net asset position notwithstanding the loans under the Securitization Bonds.</p> <p>The Issuer has seen the consolidated financial statements of the holding company, Brite Advisory Group Limited, which demonstrate a substantial net asset value and continued consolidated profits for the year ended 31 December 2018..</p>
<p><b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b></p>	<p>The Collateral Obligor is part of the Brite Advisory Group, which is a next generation pensions group that helps people all over the world reconnect with and maximise their UK pension. The business of the group is a regulated business. The group specialises in consolidating and transferring pensions for clients and giving international pension advice for anyone with a UK pension. The group has offices in Hong Kong, Dubai and Australia and hold several regulatory licences including ASIC in Australia, SFC in Hong Kong and FCA approval in the UK is also anticipated by the Collateral Obligor's management in due course.</p> <p>The group has developed specific technology to integrate into the technologies of its key business partners.</p> <p>The Collateral Obligor is a regulated Hong Kong company, which is capable of conducting such business of the group has may be required in the jurisdiction of Hong Kong. The Collateral Obligor is also a financing company providing funds to grow the assets under management of the entire group.</p>
<p><b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b></p>	<p>The Collateral Obligor has confirmed that there has been no material adverse change in the financial position or prospects of the Collateral Obligor or the wider group since the date of the Collateral Obligor's last audited financial statements (31 December 2018).</p> <p>There has been no significant change in the financial or trading position of the group since the end of the last financial period for which audited financial information has been published.</p> <p>Further, the Collateral Obligor's director is not aware of any governmental, legal or arbitration proceedings during a period covering at least the previous 12 months, which may have, or have had in the recent past, any effects on the Collateral Obligor and / or the wider group's financial position or profitability.</p>

<b>CONFLICTS OF INTEREST</b>	There is no conflict of interest between the Collateral Obligor, its officers, affiliates their officers and the Issuer or the Issuer's directors as at the date of issue of the Series.
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	Hong Kong
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	Date on which the liabilities of the Collateral Obligor to the Issuer are repaid in full.
<b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b>	<p>The Company has granted a first ranking floating charge to the Issuer over its entire assets and undertaking. The charge is first-ranking at the date of issue, subject to registration with the Registrar of Companies in Hong Kong.</p> <p>The owner of the Collateral Obligor, Brite Advisory Group Limited, has also undertaken to pledge 100% of the shares in the Company in favour of the Issuer by way of further security.</p> <p>The subscription proceeds for Notes will broadly be attributable directly to a loan portfolio to other members of the Brite Advisory Group - which loans will be unsecured and unguaranteed.</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its loan book and security (if any) on a quarterly basis. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.</p>
<b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b>	The Collateral is comprised in cash, the assets and undertaking of the Collateral Obligor's separate business as an insurance broker, as well as the rights arising under loans to Brite Advisory Group Limited and its subsidiaries from time-to-time.
<b>MATURITY OF THE SERIES</b>	31 December 2021
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	8%
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP/USD (as disclosed in the applicable Pricing Supplement)
<b>MATURITY OF THE SECURITISATION BONDS</b>	31 December 2021

<b>INTEREST RATE OF SECURITISATION BONDS</b>	8.8%
<b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b>	GBP
<b>REDEMPTION VALUATIONS DAYS</b>	Not applicable
<b>REDEMPTION NOTICE PERIOD</b>	Not applicable
<b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b>	The strategy of the Collateral Obligor is to finance and to procure assets under management (AUM) for Brite Advisory Group Limited and its subsidiaries from time-to-time, by way of acquisition or by way of organic growth, and to continue to invest in technology, marketing, sales, and distribution capabilities of the wider group. Investment will primarily provide funding for strategic acquisitions and working capital.
<b>RISK FACTORS OF THE SECURITIZATION BONDS</b>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated trading objectives, or that the growth of AUM of the wider group will lead to greater profits or creditworthiness in the repayment of the Securitization Bonds.</p> <p>The value of the Collateral Obligor's assets may go down as well as up, independently from or together with its affiliated companies in the Brite Advisory Group. The Issuer may therefore realise less than its original investment in the event that the Collateral Obligor has insufficient assets, and therefore the Noteholders will receive less than the principal value of the Notes.</p> <p>Where one of the Collateral Obligor's affiliated debtors defaults, this may affect the Collateral Obligor's ability to meet its obligations under the Securitization bonds notwithstanding that the other debtors are meeting their obligations.</p> <p><b>2. Regulatory risk</b></p> <p>The business of the wider group is a regulated business. Regulations may change, and interpretations of existing rules may change, sometimes on a retro-active basis, in a manner adverse to the Collateral Obligor such that the Securitization Bonds cannot be repaid on time and in full.</p> <p>In any event, the Issuer has taken no steps to verify that the correct regulatory permissions have been obtained for the Collateral Obligor's business, or the wider borrower group's business. It may be that the Collateral Obligor's business and / or one or more of the borrower affiliates' business is depleted, shut down, subject to formal investigations, or otherwise materially adversely affected by the actions of a financial regulator in one or more jurisdictions, or suspended in order to</p>

pay claims to the underlying clients. This could affect the ability of the Collateral Obligor to repay the Securitization Bonds.

### **3. Execution and costs risks**

The Collateral Obligor may find that the costs or other risks associated with investing in one or more aspects of the wider group's business are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available.

### **4. Operational risks**

Carrying on a business imports an inherent risk of failure of that business for many reasons. Unanticipated situations may arise on site or may affect cash-flow or the net assets of any given target company each of which may cause increased cost or delay or cause the project to fail (in extreme circumstances).

In the technology sector, the loan from the Collateral Obligor may be insufficient to grow the borrower company to a sufficient level to allow it to repay the principal under the loan. As such, this Series should be considered as a high-risk investment in so far as it depends on technology for the repayment of principal or interest under the onward loans.

### **5. Advisory risks**

The business of the Collateral Obligor and its affiliates may involve relationships with clients and the giving of and reliance on advice. Were any advice to prove incorrect, this could have a material impact on the ability of the relevant entity to repay its loans on time and in full.

### **6. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the directors, in particular could damage the Collateral Obligor's business.

The Collateral Obligor maintains key man insurance in this respect, to mitigate the costs of finding suitable replacements, but this is not necessarily up to the full value of the Securitization Bonds.

### **7. Government and legislative change and threat of litigation**

Changes in the law or regulation generally could create a cost burden which adversely affects the return on any investment in the Collateral Obligor.



1.6 William John (LV) Limited

<b>NAME OF THE COLLATERAL OBLIGOR</b>	William John (LV) Limited
<b>JURISDICTION OF INCORPORATION</b>	England & Wales
<b>REGISTERED ADDRESS</b>	71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	England & Wales
<b>LEGAL FORM</b>	Private company limited by shares
<b>DATE OF INCORPORATION</b>	11 January 2019
<b>REGISTERED NUMBER</b>	11762761
<b>SHARE CAPITAL</b>	GBP 1, divided into 1 ordinary share of GBP 1.
<b>SHAREHOLDERS</b>	William John Holdings Limited, a company established and registered in England & Wales (registered number: 10695012) with its registered office at 71-75 Shelton Street, Covent Garden, London, England WC2H 9JQ
<b>DIRECTORS</b>	Trevor William Inch with business address at 71-75 Shelton Street, Covent Garden, London, England WC2H 9JQ
<b>FINANCIAL YEAR END</b>	31 January (in the process of being changed to 31 August)
<b>AUDITORS</b>	Charles Lovell & Co., 8 Church Green East, Redditch, Worcs, B98 8BP, United Kingdom (a member of the Association of Chartered Certified Accountants of England & Wales with registration number 0717147)
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	<p>The Collateral Obligor was specifically incorporated as a special purpose vehicle for this Series. It has undertaken no business since incorporation and has, therefore, no financial statements to date.</p> <p>Its sole shareholder, William John Holdings Limited (details above), was incorporated on 17 March 2017. Its first accounting period was extended to 31 August 2018, with its first accounts published on 21 December 2018. The Issuer has seen the management accounts of the company as at 31 January 2019 which demonstrate investments having a value as at that date of more than GBP 1 million as at 31 January 2019, and representing a net asset value of more than GBP 500,000 all generated over an 18-month period - and therefore an appropriate track record in the trading environment described below. The accounts are open to inspection at the registered</p>

	<p>office of the Issuer upon reasonable request until publication of the holding company's next annual financial statements.</p> <p>The Collateral Obligor will primarily lend to the proceeds received under the Securitization Bonds (and therefore indirectly the Notes) to another wholly-owned subsidiary of William John Holdings Limited, William John (CC) Limited - a company established and registered in England &amp; Wales (registered number: 11762758) and with its registered office at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ. Like the Collateral Obligor, William John (CC) Limited was freshly incorporated as an SPV for the purpose of the Series, and to hold the trading account with a reputable corporate broker.</p>
<p><b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b></p>	<p>The Collateral Obligor will lend the proceeds received from the Securitization Bonds to the subsidiaries from time-to-time of William John Holdings Limited (the "<b>William John Group</b>"), the sole shareholder of the Collateral Obligor, in order to form part of its general working capital to further the wider business of the group.</p> <p>In particular, without limitation, it is proposed that the proceeds of the Securitization Bonds will be on-lent to the affiliate company William John (CC) Limited (details above), also a wholly-owned SPV subsidiary of William John Holdings Limited, for placing trades with a regulated broking account. William John (CC) Limited was, like the Collateral Obligor, incorporated specifically as an SPV for the Series on 19 January 2019. It therefore has no trading history. However, the broking account with CMC Markets UK plc, a company established and registered in England &amp; Wales (registered number: 2448409) with its registered office at 133 Houndsditch, London, England, EC3A 7BX, has already been put in place in anticipation of Series funding and to manage the pre-existing requirements of the William John Group.</p> <p>The loan to William John (CC) Limited will be by way of subscription for a series of tradeable bonds in the company, which may also at some stage be listed. There will be other third party subscribers and investors for such bonds. All trading accounts at CMC Markets UK plc (details above), and therefore, the standing balance from time-to-time, in all investments made by the company will be held as trustee for the bondholders in William John (CC) Limited, of which the Collateral Obligor will be one such subscriber using the proceeds of the Securitization Bonds. There will also be a floating charge over the assets of William John (CC) Limited in favour of the trustee for the holders of the bonds in William John (CC) Limited from time-to-time.</p> <p>The group's primary business is foreign currency trading. For funds cleared as profit from the forex business, further investments may be made in other projects of any nature, including venture and debt capital into private companies, or investments via the same broking account or separately into other listed bonds or listed equity instruments on recognised markets. Such investments may be held through other vehicles</p>

	<p>within the William John Group. In any event, the activities of William John (CC) Limited will be based upon a strategy developed and implemented by trader, Neil Parfremment, whose resumé is available for inspection in physical form at the registered office of the Issuer on reasonable request.</p>
<b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b>	<p>The Collateral Obligor has confirmed that there has been no material adverse change in the financial position or prospects of the Collateral Obligor since its incorporation or the wider group since 31 December 2018. Further, the Collateral Obligor's director is not aware of any governmental, legal or arbitration proceedings during a period covering at least the previous 12 months, which may have, or have had in the recent past, any effects on the Collateral Obligor and / or the wider group's financial position or profitability.</p>
<b>CONFLICTS OF INTEREST</b>	<p>There is no conflict of interest between the Collateral Obligor, its officers, affiliates their officers and the Issuer or the Issuer's directors as at the date of issue of the Series.</p>
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	<p>England &amp; Wales</p>
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	<p>Date on which the liabilities of the Collateral Obligor to the Issuer are repaid in full.</p>
<b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b>	<p>The Collateral Obligor has granted a first ranking floating charge to the Issuer over its entire assets and undertaking. The charge is first-ranking at the date of issue, subject to registration with the Registrar of Companies in England &amp; Wales.</p> <p>The owner of the Collateral Obligor, William John Holdings Limited, has also undertaken to pledge 100% of the shares in the Company in favour of the Issuer by way of further security.</p> <p>The subscription proceeds for Notes will broadly be attributable directly to a loan portfolio to other members of the William John Group - which loans may be unsecured and unguaranteed, except as regards William John (CC) Limited, for which the security will be as described above in favour of all holders of the bonds issued by that company (of which the Collateral Obligor will be one such holder).</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its loan book, ongoing use of funds and security (if any) on a quarterly basis, including information into the underlying use of funds within the William John Group. Noteholders are not entitled to review such documentation, although the Issuer shall make an</p>

	<p>announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.</p>
<b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b>	The Collateral is comprised in cash, the assets and undertaking of the Collateral Obligor's business as a special purpose vehicle for the William John Group, as well as the rights arising under loans to William John Holdings Limited and its subsidiaries from time-to-time.
<b>MATURITY OF THE SERIES</b>	31 December 2022
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	7.5 %. The Collateral Obligor reserves the right to pay additional interest over and above the target rate, by way of discretionary bonus from time-to-time.
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP
<b>MATURITY OF THE SECURITISATION BONDS</b>	31 December 2022
<b>INTEREST RATE OF SECURITISATION BONDS</b>	8.45%
<b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b>	GBP
<b>REDEMPTION VALUATIONS DAYS</b>	Not applicable
<b>REDEMPTION NOTICE PERIOD</b>	Not applicable
<b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b>	The purpose of the Securitization Bonds is primary to provide working capital to the William John Group, which in turn is to be used to cover the operational costs of the William John Group, and to be directly applied for its primary business as described above.
<b>RISK FACTORS OF THE SECURITIZATION BONDS</b>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated trading objectives, or that the growth of the investments held by or the trades placed by the William John Group companies will lead to greater profits or creditworthiness as regards the repayment of the Securitization Bonds. There can be no guarantee that William John (CC) Limited or other group members will have sufficient assets to repay the Collateral Obligor as at the date on which the Collateral Obligor is required to repay the Securitization Bonds. There can be no guarantee that the trading activities or strategy of William John</p>

(CC) Limited is successful, or that Mr Parfremment's track record is continued or positive at any given time - or that Mr Parfremment will remain engaged by the William John Group.

The value of the Collateral Obligor's assets may generally go down as well as up, independently from or together with the valuation from time-to-time of its affiliated companies in the William John Group. The Issuer may therefore realise less than its original investment in the event that the Collateral Obligor has insufficient assets, and therefore the Noteholders will receive less than the principal value of the Notes.

Where one of the Collateral Obligor's affiliated debtors defaults or one or more investments of the William John Group fails to return the amounts invested, this may affect the Collateral Obligor's ability to meet its obligations under the Securitization bonds notwithstanding that other debtors are meeting their obligations.

## **2. Volatility**

The assets of the William John Group are inherently volatile. Any asset relied upon for liquidity may not become liquid in the amount so relied upon, when it comes to repaying interest or principal or any other amounts accruing under the Securitization Bonds. Further, assets which may appear liquid now may later become illiquid, such that they cannot be realised in the timescales needed to repay principal or interest under the Securitization Bonds.

## **3. Regulatory risk**

The business of the wider William John Group relies on cooperation with one or more regulated businesses. Regulations may change, and interpretations of existing rules may change, sometimes on a retro-active basis, in a manner which may be adverse to the Collateral Obligor. Should that occur, the Securitization Bonds may not be repaid on time and in full.

Further, accounts with regulated brokers and / or custodians may need to be closed, which may affect liquidity and, therefore, by consequence repayments of principal and interest under the Securitization Bonds may be delayed or impeded.

In any event, the Issuer has taken no steps to verify that the correct regulatory permissions have been respected for the William John Group's activities or for those of its business partners and service providers. Separately and in any event, it may be that the Collateral Obligor's business and / or one or more of the borrower affiliates' business is or becomes depleted, shut down, denied brokerage or banking or custodian accounts, placed subject to formal investigations, or otherwise materially adversely affected by the actions of a financial regulator in one or more jurisdictions, or suspended in order to pay claims to the underlying clients. This could affect the ability of the Collateral Obligor to repay the Securitization Bonds.

#### **4. Execution and costs risks**

The Collateral Obligor may find that the costs or other risks associated with investing in one or more aspects of the wider group's business are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available. The costs of execution may also affect liquidity of the assets of the Collateral Obligor. Brokerage costs for example accrue irrespective of whether the trade is a profitable trade.

#### **5. Operational risks**

Carrying on a forex trading business imports an inherent risk of failure of that business for many reasons. Unanticipated situations may arise on site or may affect cash-flow or the net assets of any given investment, any of which may cause increased cost at the company or in relation to realisation of the investment, or delay.

All investments, whether in currency or other assets, can go down as well as up over time and the true value of the investment, as at any date on which it has to become liquid, may be insufficient to discharge the Collateral Obligor's operational debts as they fall due on that date, including but not only payments of interest and principal under the Securitization Bonds.

Currency held at any given moment as an investment may fall in value as compared with the currency for which the Collateral Obligor has a liability. This may hinder or delay the ability of the Collateral Obligor to pay its debts, and it may occur suddenly and through no fault of the Collateral Obligor or the wider William John Group.

#### **6. Advisory risks**

The business of the Collateral Obligor and its affiliates may involve relationships with clients and the giving of and reliance on advice. Were any advice to prove incorrect, this could have a material impact on the ability of the relevant entity to repay its loans on time and in full. We have made no steps to verify whether any actions of the William John Group were recommended or advised, and we will not be doing so.

#### **7. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the directors, in particular could damage the Collateral Obligor's business.

The Collateral Obligor does not as at the date of this document carry key man insurance in this respect, to mitigate the costs of finding suitable replacements, but it is reviewing whether to take out such cover. In any event, any key man cover taken out

	<p>(should the William John Group decide to do so) may not necessarily represent the full value of the Securitization Bonds.</p> <p>The board of directors of the Issuers has inspected the resumes of key persons, Trevor William Inch and Neil Parfremment, in respect of their ability to manage the business of the William John Group. Such documents are open to inspection in physical form at the registered office of the Issuer upon reasonable request.</p> <p><b>8. Government and legislative change and threat of litigation</b></p> <p>Changes in the law or regulation generally could create a cost burden which adversely affects the return on any investment in the Collateral Obligor.</p>
<p><b>DOCUMENTS ON DISPLAY IN RELATION TO THIS COLLATERAL OBLIGOR</b></p>	<p>The following documents are available for inspection in physical form at the registered office of the Issuer upon reasonable request in relation to this Collateral Obligor, for so long as Notes are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market:</p> <ol style="list-style-type: none"> <li>1 A certified copy of the memorandum of association and articles of the Collateral Obligor;</li> <li>2 A certified copy of the memorandum of association and articles of William John Holding Limited, the sole shareholder of the Collateral Obligor;</li> <li>3 The financial statements of William John Holding Limited for the financial year ended 31 August 2018;</li> <li>4 The management accounts for William John Holding Limited for the period ended 31 January 2019; and</li> <li>5 Resumés of Trevor William Inch and Neil Parfremment.</li> </ol>

5.1 ACF Acquisitions 11 Limited

<b>NAME OF THE COLLATERAL OBLIGOR</b>	ACF Acquisitions 11 Limited
<b>JURISDICTION OF INCORPORATION</b>	England & Wales
<b>REGISTERED ADDRESS</b>	Peek House 4th Floor, 20 Eastcheap, London, United Kingdom, EC3M 1EB
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	England & Wales
<b>LEGAL FORM</b>	Private company limited by shares
<b>DATE OF INCORPORATION</b>	1 June 2016
<b>REGISTERED NUMBER</b>	10209429
<b>SHARE CAPITAL</b>	GBP 1,000, divided into 1,000 ordinary shares of GBP 1.
<b>SHAREHOLDERS</b>	<p>Alternative Commercial Finance Limited (a company registered in England &amp; Wales with registered number 08547499 and with its registered office at 12 Tentercroft Street, Lincoln, LN5 7FB, United Kingdom) ("<b>ACF</b>").</p> <p>ACF is controlled by Richard David Coles (47.5%) and Sophie Jane Coles (23.75%). The directors of ACF are Richard David Coles and Sophie Jane Coles (address below).</p>
<b>DIRECTORS</b>	<p>Richard David Coles, and Sophie Jane Coles</p> <p>The correspondence address for both directors is Peek House 4th Floor, 20 Eastcheap, London, United Kingdom, EC3M 1EB.</p>
<b>FINANCIAL YEAR END</b>	31 May
<b>AUDITORS</b>	<p>Atkinson Saul Fairholm Limited</p> <p>Chartered Accountants, of 12 Tentercroft Street, Lincoln, LN5 7DB, registered with the Institute of Chartered Accountants of England &amp; Wales (ICAEW).</p>
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	<p>The Issuer has seen unaudited financial statements for the following companies for the years ended 31 May 2017 and 2018, and quarterly management accounts for the period ended 31 October 2018 and 28 February 2019 (the companies together forming the "<b>ACF Group</b>"): </p> <ol style="list-style-type: none"> <li>1 ACF, as sole shareholder of the Collateral Obligor;</li> <li>2 The Collateral Obligor; and</li> <li>3 Room Twelve Limited ("<b>Room Twelve</b>"), the other wholly owned subsidiary of ACF.</li> </ol>



	<p>As anticipated in the business plan (which is available for inspection at the registered office of the Issuer upon reasonable request), the assets acquired by the ACF Group have substantially depreciated (more than 25%) due to their use under the existing leases.</p> <p>The Collateral Obligor should be treated a special purpose vehicle with regard to the business activities described below, save that it has borrowed funds under an existing publicly traded bond instrument, which is being refinanced by the first subscription proceeds of the Series. Upon such refinancing becoming effective, the Collateral Obligor will be a special purpose vehicle for the purposes of the Series.</p> <p>The business plan provided demonstrates that the assets are depreciated on a straight-line basis for the initial 3-year term of the equipment leases down to their anticipated future value (residual value), although the leases can (and are likely to) be extended beyond their initial term by the relevant institutions. The rental income received , and / or sale of the assets at fair value after the leases terminate substantially provides for recovery of the initial cost of the assets together with interest and profit, which forms the financial model for the group and provides the revenues for recovery of the amounts necessary to discharge the Securitization Bonds in full. Rental income to the Collateral Obligor will be the basis for payments of interest under the Securitization Bonds.</p> <p>Notwithstanding that, the Collateral Obligor held a negative net asset position of GBP 236,737 as at 31 October 2018, following losses of GBP 18,947 as at 31 October 2018. It is noted that since 31st October the Collateral Obligor has been trading at a profit having reached a level of maturity whereby there is a match between the availability of finance and deals to finance that did not exist in the early days of the Collateral Obligor and that imbalance led to the early losses. The balance sheet shows investments in equipment resulting in rented assets of more than GBP 5.4 million, with booked depreciation of more than GBP 1.4 million against the assets. The Collateral Obligor has also GBP 5.1 million in other short-term investments, primarily a GBP 3.6 million loan to Leicester Properties of GBP 3.6 million secured against the relevant properties.</p>
<p><b>OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COLLATERAL OBLIGOR</b></p>	<p>The activities of the ACF Group relate to the acquisition of business-critical equipment for rental predominantly for good quality SME and corporate business but within the education market in the UK and Ireland. The assets are owned by ACF wholly-owned subsidiary, Room Twelve, which concludes the lease with the customer (the educational institution). The receivables under the various leases are then sold to the Collateral Obligor at the asset price. The Collateral Obligor is therefore the funding vehicle for the ACF Group's strategy. By virtue of the assignment, the Collateral Obligor will then receive rental payments under the leases in order to service the Securitization Bonds for the Series, and ultimately to repay the</p>

	<p>Series upon maturity or redemption. There is also in some cases a residual value to the leased equipment, which can be realised upon expiry or termination of the relevant lease, although the customer has the option to continue with the rental potentially to the full life of the item.</p> <p>The customer leases are professionally advised by City of London solicitors, Addleshaw Goddard, and the form of the leases is also endorsed by the UK Department of Education.</p> <p>The average lease size is currently £18,000 and that reflects the average customer being a primary or small secondary school. With the proceeds of the Series, it is proposed to refinance the Collateral Obligor's pre-existing debt (see below), 4 and to increase the average sale value by working with larger customers such as multi-academy trusts, further and higher education and school cluster/buying groups. The Issuer has seen the business plan of the Collateral Obligor, which is available for inspection upon reasonable request at the registered office of the Company.</p> <p>The following types of equipment are suitable for the ACF Group's business model:</p> <p><b>Education</b></p> <p>Teaching aids such as interactive flat panels and associated software including smartboards; Servers; PC, laptop and chromebooks; Printers; Wireless infrastructure; Classroom furniture; Heating and ventilation equipment in buildings; gym equipment; and Temporary classrooms.</p> <p><b>Health</b></p> <p>Specialist equipment (e.g. probes, x-ray equipment and scanners); Servers; PC, laptop and chromebooks; Printers; Wireless infrastructure; Hospital furniture (e.g. beds); Heating and ventilation equipment; Temporary rooms; Transportation; and Display boards.</p> <p><b>Local Authority</b></p> <p>Specialist equipment (e.g. refuse lorries, road sweepers and snow ploughs); Servers; PC, laptop and chromebooks; Printers; Wireless infrastructure; Heating and ventilation equipment; and Display boards.</p> <p>With significant government support through the BECTA and BSF programmes technology within schools proliferated in the late 1900's but that came to a halt in the government cut backs from 2017 onwards. The result is a market that needs change due to the age of its inventory but a market that lacks the capital to invest. A minimum of £480m a year has to be found just to manage obsolescence in the classroom yet over 30% of all schools are running at a deficit. The Collateral Obligor's research shows that the market demand is only hampered by funding constraints and demand will continue to grow if the</p>
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	financial constraints can be overcome. It is the objective of the ACF Group to resolve this obstacle.
<b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b>	The Collateral Obligor has confirmed that there has been no material adverse change in the financial position or prospects of the Collateral Obligor since its end-of-year financial statements as at 31 May 2018 and also its management accounts dated 28 February 2019. Further, the Collateral Obligor's directors are not aware of any governmental, legal or arbitration proceedings during a period covering at least the previous 12 months, which may have, or have had in the recent past, any effects on the Collateral Obligor and / or the wider ACF Group's financial position or profitability.
<b>CONFLICTS OF INTEREST</b>	There is no conflict of interest between the Collateral Obligor, its officers, affiliates their officers and the Issuer or the Issuer's directors as at the date of issue of the Series.
<b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b>	England & Wales
<b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b>	Date on which the liabilities of the Collateral Obligor to the Issuer are repaid in full.
<b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b>	<p>The Collateral Obligor has entered into a securitisation arrangement with Esher Marwick plc, whereby investors hold bonds in a protected cell of Esher Marwick plc, on-lent to the Collateral Obligor via EM Acquisitions 11 Limited in the amount of more than GBP 10 million. The Collateral Obligor has given EM Acquisitions 11 Limited full security in this respect.</p> <p>Upon refinancing the Esher Marwick plc bond issue into the Series, the Collateral Obligor has undertaken to grant a first ranking floating charge to the Issuer over its entire assets and undertaking. The charge will be first-ranking upon its grant, subject to registration with the Registrar of Companies in England &amp; Wales.</p> <p>The owner of the Collateral Obligor, ACF has also undertaken to pledge 100% of the shares in the Collateral Obligor in favour of the Issuer by way of further security, again upon refinancing of the Esher Marwick plc bond issue into the Series.</p> <p>The subscription proceeds for Notes will be attributable exclusively to the refinancing of the Esher Marwick plc bonds of more than GBP 10 million, whereupon the subscription proceeds of the Notes will be applied to the business plan of the ACF Group.</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time-to-time. The Collateral Obligor should also provide a summary of its leasing book, ongoing use</p>

	<p>of funds and security (if any) on a quarterly basis, including information into the underlying use of funds within the ACF Group. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a retention policy of 8% of the subscription proceeds remaining with the Issuer in cash and liquid assets in order to provide a minimum level of liquidity for the Series.</p>
<b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b>	The Collateral is comprised in cash or other liquid assets, the Securitization Bonds and the assets and undertaking of the Collateral Obligor's business as a funding vehicle for the ACF Group and counterparty entitled to receive rental payments under the equipment leases to the educational institutions (i.e. the customers).
<b>MATURITY OF THE SERIES</b>	31 December 2022
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	4.5 %
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP
<b>MATURITY OF THE SECURITISATION BONDS</b>	31 December 2025
<b>INTEREST RATE OF SECURITISATION BONDS</b>	5%
<b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b>	GBP
<b>REDEMPTION VALUATIONS DAYS</b>	31 March, 30 June, 30 September and 31 December for so long as the Notes are issued.
<b>REDEMPTION NOTICE PERIOD</b>	90 days
<b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b>	The purpose of the Securitization Bonds is primary to provide working capital to the ACF Group, which in turn is to be used to acquire rights under leases for equipment, as described above.
<b>RISK FACTORS OF THE SECURITIZATION BONDS</b>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated objectives, or that the revenue or residual value of the assets of the ACF Group companies will lead to sufficient profits or creditworthiness as regards the repayment of the Securitization Bonds. There can be no guarantee that the Collateral Obligor will have sufficient assets to repay the</p>

amounts arising under the Securitization Bonds as they fall due. There can be no guarantee that the leasing activities or strategy of the ACF Group will be successful.

Where one of the Collateral Obligor's customers defaults or one or more investments of the ACF Group fails to return the amounts invested, this may affect the Collateral Obligor's ability to meet its obligations under the Securitization bonds notwithstanding that other debtors are meeting their obligations or that other assets can realise their residual value.

## **2. Residual value**

The underlying assets and leased equipment of the ACF Group have a reliable residual value. However, any such asset relied upon for liquidity may not become liquid in the amount so relied upon, when it comes to repaying interest or principal or any other amounts accruing under the Securitization Bonds. Further, assets which may appear liquid now may later become illiquid, such that they cannot be realised in the timescales needed to repay principal or interest under the Securitization Bonds.

## **3. Regulatory risk within the education sector**

The business of the wider ACF Group relies on cooperation with one or more State or quasi-state institutions. Rules and regulations may change, and interpretations of existing rules may change, sometimes on a retro-active basis, in a manner which may be adverse to the Collateral Obligor. Should that occur, the Securitization Bonds may not be repaid on time and in full. For example, contracts in State-funded education in the United Kingdom cannot be construed as borrowing, or they risk being held ultra vires and, therefore, void, crystallising an immediate loss in value to the underlying leased assets, without the possibility to recover it under the rental payments.

In any event, the Issuer has taken no steps to inspect or verify the terms of the specific book of existing lease contracts for the ACF Group, which has relied on expert independent advice in their preparation.

## **4. Execution and costs risks**

The Collateral Obligor may find that the costs or other risks associated with investing in one or more aspects of the wider group's business are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available. The costs of execution and / or breach of any given equipment lease arrangement may also affect liquidity of the assets of the Collateral Obligor.

## **5. Operational risks**

Carrying on a leasing business imports an inherent risk of failure of that business for many reasons. Unanticipated situations may arise on site or may affect cash-flow or the net assets of any given arrangement, any of which may cause increased cost

at the company or in relation to realisation of the underlying residual value of the assets or incoming rental payments, or may cause a delay.

#### **6. Investment risk**

The ACF Group has made short-term investments to increase the return on the assets of the group. As with all investments, their value can go up or down and the investor may not get back the sums invested or the returns anticipated at the outset. This may affect the ability of the Collateral Obligor to repay the Securitization Bonds. The Issuer has made no steps to verify the short-term investment portfolio of the ACF Group, or the basis on which the short-term investments will be realised in order to invest in the primary business of the ACF Group.

#### **7. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance of its directors and senior management. The loss of the services of the directors, in particular could damage the Collateral Obligor's business.

The Collateral Obligor does not as at the date of this document carry key man insurance in this respect, to mitigate the costs of finding suitable replacements, but it is reviewing whether to take out such cover. In any event, any key man cover taken out (should the ACF Group decide to do so) may not necessarily represent the full value of the Securitization Bonds.

The board of directors of the Issuer has inspected the resumes of key persons (and also the controlling shareholders of the ACF Group), Richard David Coles and Sophie Jane Coles, , among others, in respect of their ability to manage the business of the ACF Group. Such documents are contained within the business plan, which is open to inspection at the registered office of the Issuer upon reasonable request.

#### **8. Refinancing risk**

The primary use of subscription proceeds for this Series will be to refinance the existing bonds issued by Esher Marwick plc under a securitisation arrangement whereby EM Acquisitions 11 Limited on-lends to the Collateral Obligor. Should there be insufficient subscriptions to the Series, the Collateral Obligor will not be able to discharge its obligations to EM Acquisitions 11 Limited, and consequently the Issuer will not be able to take security over the assets and undertaking by way of a floating charge, or a pledge over the shares of the Collateral Obligor. Accordingly, unless and until EM Acquisitions 11 Limited is repaid in full, the Issuer will be an unsecured creditor of the Collateral Obligor in relation to all sums owing under the Securitization Bonds.

#### **9. Government and legislative change and threat of litigation**

	Changes in the law or regulation generally could create a cost burden which adversely affects the return on any investment in the Collateral Obligor.
<b>DOCUMENTS ON DISPLAY IN RELATION TO THIS COLLATERAL OBLIGOR</b>	<p>The following documents are open to inspection at the registered office of the Issuer in relation to this Collateral Obligor:</p> <ol style="list-style-type: none"> <li>1 Business Plan for the ACF Group (Project: Subscription 360) dated on or about 31 January 2019, attaching among other matters: <ol style="list-style-type: none"> <li>(a) the biographies of Richard David Coles;</li> <li>(b) management accounts of the Collateral Obligor, ACF and Room Twelve as at 28 February 2019;</li> <li>(c) cashflow projections and forecast balance sheets and profits and losses for the Collateral Obligor, ACF, and Room Twelve to 31 December 2021; and</li> <li>(d) graphical representations of the ACF Group structure, fund flows and contractual relationships under the business model;</li> </ol> </li> <li>2 Financial statements (profit and loss account and balance sheet) for ACF, the Collateral Obligor and Room Twelve for the financial year ended 31 May 2018;</li> <li>3 Management accounts (profit and loss account) for ACF, the Collateral Obligor and Room Twelve for the period ended 28 February 2018; and</li> <li>4 Memorandum and articles of association of the Collateral Obligor.</li> </ol>

4.1 Green IS Ventures Limited

<b>NAME OF THE COLLATERAL OBLIGOR</b>	Green IS Ventures Limited
<b>JURISDICTION OF INCORPORATION</b>	England & Wales
<b>REGISTERED ADDRESS</b>	Blackwell House, Guildhall Yard, London, EC2V 5AE, United Kingdom
<b>LEGISLATION UNDER WHICH THIS OBLIGOR OPERATES</b>	England & Wales
<b>LEGAL FORM</b>	Private company limited by shares
<b>DATE OF INCORPORATION</b>	20 June 2019
<b>REGISTERED NUMBER</b>	12060678
<b>SHARE CAPITAL</b>	GBP 10,000, divided into 1,000,000 ordinary shares of GBP 0.01.
<b>SHAREHOLDERS</b>	<p>Green IS Group Limited, a company established and registered in England &amp; Wales (registered number: 09502803) whose registered office is at Blackwell House, Guildhall Yard, London, EC2V 5AE, United Kingdom ("<b>Group Limited</b>")</p> <p>The company shares of Group Limited are registered in the names of James Ward (50%) and Cheryl Williams (50%). The correspondence address of James Ward and Cheryl Williams is Blackwell House, Guildhall Yard, London, EC2V 5AE, United Kingdom. The directors of Group Limited are Gary Williamson (address below) and Guy Conroy (address below)</p>
<b>DIRECTORS</b>	<p>Gary Williamson and Guy Conroy</p> <p>The correspondence address for both directors is Blackwell House, Guildhall Yard, London, EC2V 5AE, United Kingdom</p>
<b>FINANCIAL YEAR END</b>	30 June
<b>AUDITORS</b>	<p>Bright Grahame Murray, Chartered Accountants</p> <p>Emperor's Gate</p> <p>114a Cromwell Road</p> <p>Kensington</p> <p>London SW7 4AG</p> <p>United Kingdom</p>



	(Chartered according to the Institute of Chartered Accountants of England & Wales)
<b>HISTORICAL FINANCIAL INFORMATION / FINANCIAL STATEMENTS</b>	<p>The Issuer has seen the following financial statements for the companies listed below for the period indicated (the companies together forming the "<b>Green IS Group</b>"): </p> <ol style="list-style-type: none"> <li>1. <b>Group Limited</b> - the sole shareholder of the Collateral Obligor – for which the Issuer has seen financial statements for the financial years ended 31 August 2016, 2017 and 2018, and management accounts for the period ended 31 May 2019;</li> <li>2. <b>The Collateral Obligor</b> – None. This is a newly incorporated special purpose vehicle for which no accounts have been prepared and it has not traded;</li> <li>3. <b>GIS Forestry Limited (“GIS Forestry”)</b> – a company established and registered in England &amp; Wales on 5 March 2014 (registered number: 08923733) with its registered office at Blackwell House, Guildhall Yard, London, EC2V 5AE, United Kingdom – for which the Issuer has seen financial statements for the financial years ended 31 August 2016, 2017 and 2018, and management accounts for the period ended 31 May 2019.</li> <li>4. <b>BR&amp;UK Florestal Ltda (“BR&amp;UK”)</b>, a company established and registered in Brazil on 13 April 2016, registered number 24.583.799/0001-54 with its registered office at Av Padre Adolpho Rohl, 941, Setor 02, Jarú, RO, CEP 76890000, Brasil, which is owned by Gary Williamson (25%), Guy Conroy (50%), and Cleilton Leite (25%) – and for which the Issuer has seen financial statements for the years ended 31 March 2017, 2018, and 2019, and management accounts for the period ended 31 May 2019.</li> </ol> <p>The overall net asset value of the Green IS Group taken as a whole is approx. GBP 15 million as at 31 May 2019. The Green IS Group has pre-existing borrowings of GBP 8 million under four separate series of unlisted bonds. The pre-existing bond borrowings are secured on the 35,000-tree plantation known as Marmoset (see below). Therefore, there remain substantial assets (over and above the unlisted bond borrowings) within the Green IS Group to which Bondholders of the Series may have indirect recourse, comprised in the current GBP 15 million net asset position. GIS Forestry owns four other plantations in this respect, which are currently booked at land and standing tree value, and not at harvest value which is substantially higher.</p> <p>The BR&amp;UK mill land and warehouse and head office for the Brazil operations are valued at USD 1.5 million, and are also potentially available as indirect recourse for the bondholders in the event that the Collateral Obligor on-lends the proceeds of the Securitization Bonds to BR&amp;UK.</p>

**OVERVIEW OF THE PRINCIPAL ACTIVITIES OF THE COMPANY**

**Corporate information**

The Green IS Group specialises in the harvesting, milling and export of a wide range of tropical hardwoods.

The wider business was founded in 2013, by Guy Conroy and Gary Williamson, who are both highly experienced in the forestry and export of timber, whose resumes are open to inspection in physical form at the registered office of the Issuer. The resume of Cleilton Leite of BR&UK is also available for inspection in physical form at the registered office of the Issuer.

Group Limited is a holding company.

Where the Green IS Group owns legal title to plantations directly (see below), this is held through GIS Forestry. The local operations, purchase of rights to extract and harvest trees, and title to the timber stocks so harvested vests in BR&UK which owns the title to the Green IS Group's warehouse and mill in Jarú, Brazil.

BR&UK employs the local staff, holds the regulatory licences in Brazil and holds the contractual rights for the off-take of products. The government of Brazil in early 2018 approached BR&UK to bid for further projects, due to its high standing in the marketplace. Hence the issue of the Series specifically to exploit the opportunities offered to the Green IS Group.

The Collateral Obligor is to be a financing vehicle for the Green IS Group as a whole.

A structure chart for the Green IS Group is open to inspection in physical form at the registered office of the Issuer.

**Business summary**

The business generally is anticipated to grow on a project-by-project basis by acquiring the appropriate licences (see below), and establishing the local facilities to process the timber, which constitute the principal costs of the business opportunity. The business derives its profit by harvesting and processing trees. There is an income stream from the harvesting activities, albeit there are also incumbent costs for doing so. There are also ongoing returns from the value of the residual land, the potential for further harvesting activities on pre-existing and new plantation opportunities, and there are economies of scale.

The Green IS Group has already in place certain State-issued forestry licences for forestry activities at its existing plantations and permitting its companies to export timber around the world. Future licencing occurs

on a project-by-project basis. The Green IS Group is already a substantial business and holds FSC certification through BR&UK on its plantations and specific products (see the financial section above).

The Series is to be used to permit the Green IS Group to obtain further licences to extend the group's facilities in Brazil and grow its business.

The Collateral Obligor is a special purpose vehicle established in England & Wales for the sole purpose of providing funds to the Green IS Group for the growth of its licensed forestry business in Brazil, and generally. As such, the Collateral Obligor is to on-lend proceeds of the Securitization Bonds to other members of the Green IS Group for the furtherance of the business plan for 'Managed Projects' (see below) in Brazil.

The world's rainforests are under threat, and any extraction of timber must be both sustainable and ethical. The Green IS Group is an environmentally-focussed business based on the following premises:

The Green IS Group considers that tropical hardwoods will continue to become increasingly scarce, therefore that it is reasonable to conclude that tropical hardwood prices, and the profitability of tropical hardwood plantations, will continue to rise.

It is the Green IS business proposition that the cost/reward ratio of growing tropical hardwood trees is very attractive; relatively low labour and land costs coupled with the long-term upward price trend for tropical hardwoods, make, in the opinion of the Green IS Group, a profitable opportunity.

Each tree has a raw material value that can be realised by harvesting and processing the wood, for sale into the local and international timber markets. There are three main sections of a teak tree that must be considered when determining its value:

Canopy - sold to local markets for processing into biofuel and other by-products.

Upper Trunk and main branches - sold to local markets for processing into fence posts.

Main Trunk - Sold to international markets for use as either round logs or milled into boards.

**Industry certifications and governmental licensing**

The Forestry Stewardship Council is an independent organisation based in Bonn, Germany, dedicated to the promotion of forestry and good practice around the

world. An FSC Certificate certifies to a timber merchant that the wood they are buying was produced according to a number of internationally agreed criteria. Many countries prohibit the importation of wood, or wood products, unless it is proven to be FSC Certified. The affiliate of Green IS Group, BR&UK, which owns the trees and timber stocks of the Green IS Group, is FSC certified with a chain of custody for its operations in Brazil. As a Brazilian company, BR&UK is required to have a local Brazilian partner holding a certain percentage of the shares of the company, and a Brazilian national acting as a director. Hence the participation of Mr Cleilton Leite on the board of directors and as a shareholder of the Brazilian companies – which cannot by law comprise wholly owned subsidiaries of Group Limited.

Further, any lawful forestry business in Brazil requires a licence from the Brazilian Department of the Environment (IBDMA), the associated costs of which are incorporated in the business plan of the Green IS Group.

According to the IBDMA licensing criteria, there are a number of different categories of 'ownership' of the forest; broadly 50% of the forest is in officially protected areas, and 50% is private land (in either case, the Forest Code requires a minimum of 80% of the property to be forest cover). The natural resources on the land will therefore belong to either the State, or will have been inherited by native Amazonians as Indigenous Land rights.

The applicant, in this case BR&UK, applies to IBAMA for a 'Managed Projects' licence, which is designed to allow the extraction of approximately 8% of the standing trees. Under the terms of the licence the applicant contracts to a sustainable replanting programme, which is monitored and enforced by IBAMA.

The tracts of land under the IBDMA's supervision are vast, and IBAMA uses a satellite monitoring system to ensure compliance with the terms of the licence.

The section of rainforest under the terms of the licence is extensively surveyed. The individual trees are classified by species and, typically, a project will contain over 75 different species of native trees. The surveyors will carry out a tree selection process based on a number of criteria, with an emphasis on harvesting and extraction with minimum damage to the surrounding forest. Only nominated trees can be harvested and are subject to the replanting of that species. The survey will also include an estimate of the volume of timber that each tree will yield, which allows the Green IS Group to make a financial projection for the project.

**Title to existing plantations**

The Green IS Group, separate from its Managed Projects (and contemplated managed projects), holds certain freehold plantations. These are not subject to the Managed Projects regime but are subject to their own separate licensing and management requirements.

With the exception of the Marmoset project, these plantations are potentially available indirectly as security to the Issuer for the Series by virtue of its arrangements against the Collateral Obligor:

<u>Plantation</u>	<u>Trees</u>	<u>Status</u>
Puma	7,500	young
Marmoset	36,000	harvestable
Golden Frog	46,000+	harvestable
Armadillo	130,000	seedlings

**Products**

Once processed, depending on the nature of the timber, there are three forms of processing:

Green: for the highest quality wood, the lowest processing costs since the timber is merely cut. Due to the low processing costs, this is the most profitable form of timber, although this will not be applicable to the whole tree.

Kiln-dried: where a further drying process is required in order for the wood to be saleable.

Profiled: for lower quality wood, the wood is fully profiled, for example, into flooring, to render the wood saleable on the international market. While flooring will be distributed for a substantially higher profit than green timber, there are significantly higher production costs for the profiling process.

Timber is valued according to a quality grading, and all trees will produce different ratios of the various grades. Timber with no visible defects is A grade; a low percentage of defects on one side or edge is B grade; visible defects on both sides or edges is C grade; and a high degree of visible defects or sap wood is D grade. Processing will typically achieve a ratio of 40% A grade.

The Issuer has seen the business plan of the Green IS Group with respect to various projected levels of funding into the Series, and its proposed profits from export of the typical spread of all three categories described above. The projected costs model as part of the

	<p>business plan is open to inspection in physical form at the registered office of the Issuer.</p>
<p><b>MATERIAL ADVERSE CHANGE / LEGAL AND ARBITRATION</b></p>	<p>The Collateral Obligor has confirmed that there has been no material adverse change in the financial position or prospects of the Collateral Obligor or the Green IS Group as a whole since its incorporation. Further, the Collateral Obligor's directors are not aware of any governmental, legal or arbitration proceedings during a period covering at least the previous 12 months, which may have, or have had in the recent past, any effects on the Collateral Obligor and/or the wider Green IS Group's financial position or profitability.</p>
<p><b>CONFLICTS OF INTEREST</b></p>	<p>There is no conflict of interest between the Collateral Obligor, its officers, affiliates their officers and the Issuer or the Issuer's directors as at the date of issue of the Series.</p>
<p><b>LEGAL JURISDICTION OF THE COLLATERAL BEING PROVIDED</b></p>	<p>England &amp; Wales</p>
<p><b>MATURITY DATE OF THE COLLATERAL BEING PROVIDED</b></p>	<p>Date on which the liabilities of the Collateral Obligor to the Issuer are repaid in full.</p>
<p><b>INDICATION OF SIGNIFICANT REPRESENTATIONS AND COLLATERALS GIVEN TO THE ISSUER RELATING TO THE COLLATERAL</b></p>	<p>The Collateral Obligor has undertaken to grant a first ranking floating charge to the Issuer over its entire assets and undertaking. The charge will be first-ranking upon its grant, subject to registration with the Registrar of Companies in England &amp; Wales.</p> <p>The owner of the Collateral Obligor, Green IS Group Limited has also undertaken to pledge 100% of the shares in the Collateral Obligor in favour of the Issuer by way of further security.</p> <p>The subscription proceeds for Notes will be attributable exclusively for the business plan of the Green IS Group for its managed projects in Brazil and thereafter</p>

	<p>generally for the furtherance of the business of the Green IS Group by way of working capital.</p> <p>The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time to time. The Collateral Obligor should also provide a summary of its loan book to the Green IS Group, ongoing use of funds and security (if any) on a quarterly basis, including information into the underlying use of funds within the Green IS Group. Noteholders are not entitled to review such documentation, although the Issuer shall make an announcement in case there is any actual or threatened default of the Series.</p> <p>Securitization Bonds are subscribed by the Issuer subject to a retention policy of 8% of the subscription proceeds remaining with the Issuer in cash and liquid assets in order to provide a minimum level of liquidity for the Series. .</p>
<b>OVERVIEW OF THE TERMS AND CONDITIONS OF THE COLLATERAL AND SALE</b>	The Collateral is comprised in cash or other liquid assets, the Securitization Bonds and the assets and undertaking of the Collateral Obligor's business as a funding vehicle for the Green IS Group.
<b>MATURITY OF THE SERIES</b>	31 December 2024
<b>TARGET RATE OF INTEREST (OF THE SERIES)</b>	7.5 %
<b>PRIMARY CURRENCY OF THE SERIES</b>	GBP
<b>MATURITY OF THE SECURITISATION BONDS</b>	31 December 2024
<b>INTEREST RATE OF SECURITISATION BONDS</b>	8.2 %
<b>PRIMARY CURRENCY OF THE SECURITIZATION BONDS</b>	GBP
<b>REDEMPTION VALUATIONS DAYS</b>	Not applicable prior to maturity of the Series.
<b>REDEMPTION NOTICE PERIOD</b>	Not applicable.

<p><b>COMPANY STRATEGY AND PURPOSE OF SECURITISATION BONDS</b></p>	<p>The purpose of the Securitization Bonds is primary to provide working capital to the Green IS Group, which in turn is to be used to further the Brazil Project and thereafter for general working capital, as described above.</p>
<p><b>RISK FACTORS OF THE SECURITIZATION BONDS</b></p>	<p><b>1. General</b></p> <p>There can be no guarantee that the Collateral Obligor will achieve its stated objectives, or that the revenue or residual value of the assets of the Green IS Group companies will lead to sufficient profits or creditworthiness as regards the repayment of the Securitization Bonds. There can be no guarantee that the Collateral Obligor will have sufficient assets to repay the amounts arising under the Securitization Bonds as they fall due. There can be no guarantee that the business strategy of or its implementation by the Green IS Group will be successful.</p> <p>Where one of the Green IS Group’s customers defaults or one or more investments of the IS Green Group fails to return the amounts invested, this may affect the Collateral Obligor’s ability to meet its obligations under the Securitization bonds notwithstanding that other debtors are meeting their obligations or that other assets can realise their residual value.</p> <p>Other parts of the Green IS Group may also affect its cashflow and ability to repay the Collateral Obligor, which will affect the Collateral Obligor’s ability to repay the Issuer under the Securitization Bonds.</p> <p><b>2. Residual value</b></p> <p>The underlying assets and leased equipment of the Green IS Group have a reliable residual value. However, any such asset relied upon for liquidity may not become liquid in the amount so relied upon, when it comes to repaying interest or principal or any other amounts accruing under the Securitization Bonds. Further, assets which may appear liquid now may later become illiquid, such that they cannot be realised in the timescales needed to repay principal or interest under the Securitization Bonds.</p> <p><b>3. Regulatory risk</b></p> <p>The business of the wider Green IS Group relies on cooperation with one or more State or quasi-state institutions, licensing bodies and trade associations. Rules and regulations may change, and interpretations of existing rules may change, sometimes on a retro-active basis, in a manner which may be adverse to the Collateral Obligor. Should that occur, the Securitization Bonds may not be repaid on time and in full. For</p>



example, a license to harvest pre-existing plantations could be withdrawn or revoked, rendering a mature and available income stream incapable of realisation.

In any event, the Issuer has taken no steps to inspect or verify the terms or status of the specific assets of the Green IS Group, and its fulfilment or any conditionality or other terms of its licenses with the IBDMA (Brazilian Ministry of the Environment) or the FSC (international certification body for the timber harvested by the Green IS Group).

#### **4. Execution and costs risks**

The Collateral Obligor may find that the costs or other risks associated with investing in one or more aspects of the wider group's business are in excess of the sums set aside for doing so, or are in excess of the amounts required to provide the returns identified in this document as being available. The costs of execution and/or breach of any given customer arrangement or service provider arrangement due to a cash shortage within the Green IS Group may also (directly or indirectly) affect the liquidity of the assets of the Collateral Obligor.

#### **5. Operational risks**

Carrying on a forestry business imports an inherent risk of failure of that business for many reasons. Unanticipated situations may arise on any plantation or site or may affect cash-flow or the net assets of any given arrangement, any of which may cause increased cost at the relevant company or in relation to realisation of the underlying residual value of the assets or the anticipated income streams, or such situations may cause a delay.

#### **6. Investment risk**

The Green IS Group has made investments in plantations and holds stocks of timber. As with all investments, their value can go up or down and the investor may not get back the sums invested or the returns anticipated at the outset. This may affect the ability of the Collateral Obligor to repay the Securitization Bonds. The Issuer has made no steps to value or assess any form of volatility in the assets and stocks of the Green IS Group, or the basis on which they may be realised in order to service the obligations under the Securitization Bonds.

#### **7. Dependence on key executives and personnel**

The Collateral Obligor's future success is substantially dependent on the continued services and performance

of its directors and senior management. The loss of the services of the directors, in particular could damage the Collateral Obligor's business.

The Collateral Obligor does not as at the date of this document carry key man insurance in this respect, to mitigate the costs of finding suitable replacements, but it is reviewing whether to take out such cover. In any event, any key man cover taken out (should the Green IS Group decide to do so) may not necessarily represent the full value of the Securitization Bonds.

The board of directors of the Issuer has inspected the resumes of key persons, Gary Williamson and Guy Conroy, among others, in respect of their ability to manage the business of the Green IS Group. Such documents are open to inspection at the registered office of the Issuer upon reasonable request.

#### **8. Joint venture partner risk**

The day-to-day operations of the Green IS Group in Brazil are conducted by BR&UK, a legal requirement in Brazil. The directors and senior management of the Green IS Group supervise the relationship with BR&UK and its local management. In any event, if that relationship deteriorates for any reason, or if BR&UK itself is subject to any financial difficulties, distress, insolvency, change in labour laws, unionisation, or other local or international dispute, this may affect the ability of BR&UK to realise income from the assets under the day-to-day management of BR&UK. It may not be feasible to liquidate the Green IS Group's participation in BR&UK or any part of its portfolio in order, if required, to repay the Securitization Bonds on a timely basis or in full. The Series may, therefore, be affected.

Further, even in the current status of the relationship with BR&UK, the dependence on key executives and personal risk described at paragraph 7 above is also applicable to the key personnel and executives of BR&UK.

#### **9. Government and legislative change and threat of litigation**

Changes in the law or regulation generally could create a cost burden which adversely affects the return on any investment in the Collateral Obligor.

#### **10. Act of God and environmental risk**

It may be that one or more plantations are subjected to unusual weather or other environmental factors which render the economic proposals of the business plan temporarily or permanently uneconomic or unviable.

	The repay of the Securitization Bonds could be affected by this.
<b>INSPECTION DOCUMENTS</b>	<p>The following documents are open to inspection at the registered office of the Issuer in relation to this Collateral Obligor:</p> <ol style="list-style-type: none"> <li>1. Business Plan for the Green IS Group dated on or about 01 July 2019, attaching among other matters: <ol style="list-style-type: none"> <li>(a) the biographies of Gary Williamson, Guy Conroy and Cleiton Leite;</li> <li>(b) annual financial statements of Group Limited, and GIS Forestry for the periods ended 31 August 2016, 2017 and 2018 and for BR&amp;UK for the periods ended 31 March 217, 2018 and 2019;</li> <li>(c) management accounts of Group Limited, GIS Forestry, BR&amp;UK for the period ended 31 May 2019;</li> <li>(d) five-year cashflow projections and forecast balance sheets and profits and losses for the Green IS Group; and</li> <li>(e) graphical representations of the Green IS Group plantations, corporate structure, fund flows and contractual relationships under the business model;</li> </ol> </li> <li>2. the financial statements referred to above; and</li> <li>3. Memorandum and articles of association of the Collateral Obligor.</li> </ol>

### Documents generally on display

The following documents are available for inspection in physical form at the registered office of the Issuer upon reasonable request for so long as Notes are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market:

- 1 a certified copy of the memorandum of association and articles of association of the Issuer; and
- 2 any documents set out in the Collateral Annex as being available for any Collateral Obligor for which Notes are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market.

### 3 APPENDIX 2 – FORM OF THE PRICING SUPPLEMENT

#### AUDACIA CAPITAL (IRELAND) PLC

*(Incorporated with limited liability in Ireland under registered number 622442)*

**EUR €150,000,000**

**Note Programme**

**Pricing Supplement dated [       ]**

Terms used herein shall have the meanings ascribed to them in the terms and conditions of the Notes set forth in the Listing Particulars dated [       ]. This document constitutes the Pricing Supplement of the Notes described herein. This Pricing Supplement must be read in conjunction with the Listing Particulars and the relevant Note Purchase Agreement. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Listing Particulars and the relevant Note Purchase Agreement. The Listing Particulars is available for viewing at the offices of the Issuer during normal office hours.

By subscribing to the Notes or otherwise acquiring the Notes, the investor expressly acknowledges and accepts that the Issuer: (i) acts in compliance with Irish law and any other applicable law; and (ii) has created a specific Series in respect of the Notes to which all assets, rights, claims and agreements relating to the Notes will be allocated.

Furthermore, the investor acknowledges and accepts that it only has recourse to the claims, assets and rights of the Issuer as against the Collateral Obligor of this Series entitled "[●]" and not to the claims, assets and rights of the Issuer against any other Collateral Obligor or any other assets allocated to any other series created by the Issuer or to any other assets of the Issuer generally. The investor accordingly acknowledges and accepts that once all the claims, assets and rights of the Issuer as against the Collateral Obligor of this Series entitled "[●]" have been realised or the assets of the relevant Collateral Obligor have been exhausted, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished.

The investor hereby accepts not to attach or otherwise seize the assets of the Issuer allocated to Series entitled "[●]" or to other Series of the Issuer or other assets of the Issuer. In particular, the investor shall not be entitled to petition or take any other step for the winding-up, liquidation or bankruptcy of the Issuer, or any similar insolvency related proceedings.

The Series, the Notes to be issued under it, and the related Securitization Bonds and Collateral shall have the following particulars:

#### THE SERIES

- |   |                                   |  |
|---|-----------------------------------|--|
| 1 | Issuer:                           | Audacia Capital (Ireland) plc                |
| 2 | Series Name and Number:           | [       ]                                    |
| 3 | Tranche Number:                   | [       ]                                    |
| 4 | Collateral Obligor of the Series: | [** To be stated for the relevant Series **] |
| 5 | Specified Currency:               | [EUR]/[USD]/[GBP]                            |

- 6 Aggregate Nominal Amount of Notes being issued: [EUR]/[USD]/[GBP] [ ]
- Series: [ ] or [Up to [ ]] The aggregate nominal amounts of the Notes to be issued will depend, among other things, on the amount of the Notes for which offers to subscribe are received during the Offer Period and will be specified in an announcement to be published on the website of Euronext Dublin(www.ise.ie) after the expiration of the Offer Period.]
- [ ]
- Tranche:
- 7 Issue Date of the Notes :
- 8 8.1 Minimum Denomination: [ ] /GBP[ ] /USD [ ]
- 8.2 Minimum Trading Amount: Within the offering period €100,000. On the secondary market they are freely transferable, tradeable and can be offered without any minimum.
- 9 Issue Price of the Notes under this Tranche: [ ] per Security
- 10 Maturity Date of the Notes : [ ] or such earlier date as determined by the Issuer and notified to the Noteholders.
- 11 In Specie Subscription: [Not Applicable]/[Applicable by way of off-market subscription only, where a specific break-down of the assets to be subscribed is appended to the Subscription Form, together with such evidence as to the valuation of the assets as the Issuer may in its absolute discretion require.]
- 12 Governing law: Irish
- 13 Form of Notes: Registered

**PROVISIONS RELATING TO INTEREST PAYABLE FOR THE SERIES (ALL NOTES IN THE SERIES RANKING PARI PASSU)**

- 14 Target Rate of Interest: [•]
- On each Payment Date, interest is payable on an available funds basis calculated in accordance with the Priorities of Payments.

- 15 Calculation Date(s):  
The last Business Day of every calendar month or such other Business Day as the Issuer may from time-to-time in its absolute discretion notify to the Noteholders.
- 16 Payment Dates  
Within 15 Business Days of each of 31 March, 30 June, 30 September, 31 December in each year of the notes until Maturity Date, and then on the Maturity Date or the date of prior redemption (if applicable) of Notes within this Series.
- 17 Redemption Valuation Day:  
[ ] / [31 December 2025 unless redeemed earlier in accordance with the terms of the Series, in which case the Redemption Valuation Day shall be the last Business Day before the proposed redemption.]
- 18 Redemption Notice Period:  
[...] [5 Business Days prior to a Redemption Valuation Day]

#### PROVISIONS RELATING TO OPTIONAL EARLY REDEMPTION (IF ANY)

- 19 Optional Early Redemption Event:  
[●] [N/A][The Series may be redeemed in the discretion of the Issuer, pro rata to the holders of all Notes within this Series, or in relation to Notes held by any holder of such Notes, in the Issuer's discretion. Redemption may also occur upon request of any Noteholder or under the Issuer's own initiative, or in the event of a default of the terms of the Series.]
- 20 Exercise of Early Redemption Option:  
[details where applicable]/[Not applicable. There is no right to require early redemption of the Notes, although a Noteholder may at any time request early redemption.]

#### PROVISIONS RELATING TO UNDERLYING LINKED COLLATERAL

- 21 Collateral:  
The assets, rights and undertaking of the Collateral Obligor of the Series, from time-to-time.
- 22 Currency of the Securitization Bonds:  
The Collateral is denominated in [●]
- 23 General Description of Collateral Obligor (full legal name, registered address and, as applicable, the economic environment as well as global statistical data referred to the Collateral):  
[Insert details from the Collateral Annex or supplement to the Listing Particulars as the case may be]  
*Information disclosed herein about a Collateral Obligor which is not involved in the issue of Notes has been accurately*

*reproduced from information published by the Collateral Obligor. So far as the Issuer is aware and is able to ascertain from information published by the Collateral Obligor, no facts have been omitted which would render the reproduced information misleading.*

- 24 Rating of the Securitization Bonds: [●] [not rated]
- 25 Country of incorporation of the Collateral Obligor: [Insert details from the Collateral Annex or supplement to the Listing Particulars as the case may be]
- 26 Nature of Business of the Collateral Obligor: Nature of Business: [Insert details from the Collateral Annex or supplement to the Listing Particulars as the case may be]
- 27 Market on which the Collateral Obligor has securities admitted to trading: [The Collateral Obligor has issued securities admitted to trading on [●] insert name, address, country of incorporation, nature of business and name of the market in which the securities are admitted]/[The Collateral Obligor has not issued securities admitted to trading on a regulated market]
- 28 Legal nature of the Securitization Bonds and Collateral: [The Securitization Bonds [ISIN: ([●])] will comprise [Securitisation Bonds] [Instruments]
- [The Securitization Bonds are in [registered] [book entry] form]
- [The Securitization Bonds are a [senior] [secured] [unsecured] [subordinated] [unsubordinated] obligation of the Collateral Obligor]
- 29 Significant Representations and collaterals given to the Issuer in connection with the Collateral: [●] [N/A] [to be transposed from the Collateral Annex]
- 30 Regular Payments on the Securitization Bonds: [Interest on the Collateral is [●] per annum payable by the Collateral Obligor on [[●], [●], [●] and [●]]
- The Collateral shall be repaid by the Collateral Obligor on [the maturity date] [●] of the Collateral at [its nominal amount] [●]
- 31 Details of any relationship that is material to the issue of Notes: [●]
- 32 Method and date of the Issuer's acquisition of the Collateral: [●]

33	Collateral:	<p>The assets, rights and undertaking of the Collateral Obligor of the Series, from time-to-time.</p> <p>The Collateral Obligor may upon the terms of the Securitization Bonds (as summarised above) subscribe to the Issuer to borrow up to 92% of the proceeds of subscriptions for the Notes of this Series. The proceeds of subscriptions of the Notes of this Series are exclusively to be available from time-to-time to the Collateral Obligor of this Series (subject to the Issuer's right to reject any subscription for Securitization Bonds from time-to-time).</p>
34	Manner and time period in which the proceeds from the issue of Notes will be invested by the Issuer:	<p>[In particular whether there is a specific investment target or project for the Series, or whether this forms part of the general pre-disclosed strategy going forward] / [If there is to be a non-cash subscription for the Notes, the following provisions 34-42 should be included in order to set out the nature of the Collateral acquired under the subscription for Notes. Otherwise, provisions 34-42 are not required.]</p>
35	Issue Date of the Securitization Bonds:	[●]
36	Maturity Date or Expiry Date of the Securitization Bonds:	[●]
37	Amount of Securitization Bonds:	A nominal amount equal to the Aggregate Nominal Amount of the Notes] [●]
38	Date of transfer of the Collateral:	<p>[Date of the sale, transfer, novation or assignment of the Collateral or of any rights and / or obligations in the Collateral to the Issuer or, where applicable, the time period in which the proceeds from the issue of Notes will be fully invested by the Issuer]</p>
39	Method of creation of the underlying Collateral:	<p>[The Collateral was issued by the Collateral Obligor in the normal course of its business]</p> <p>[●]</p>
40	Manner of collection of payments in respect of the Collateral:	[●]
41	Description of principal terms and conditions of obligations comprised in the Collateral and which are not	<p>[The principal terms and conditions are reproduced in Annex A to this Pricing Supplement] [N/A, the Collateral does not</p>



- 42 admitted to trading on a regulated or equivalent market: [●] comprise obligations that are not admitted to trading on a regulated or equivalent market]
- 43 Governing law of the Collateral: [●]
- 43 Jurisdiction for proceedings in relation to the Collateral: [●]

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on Global Exchange Market of Euronext Dublin of the Notes described herein pursuant to the Listing Particulars.

The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Listing Particulars referred to above, contains all information that is material to the issue of the Notes.

Signed on behalf of the Issuer:

By: \_\_\_\_\_  
Duly authorised

## OPERATIONAL INFORMATION

44	ISIN Code:	[ ]
45	Delivery:	As agreed with investors
46	The Agents appointed in respect of the Notes are:	<b>PAYING AGENT:</b> [Computershare investor Services (Ireland) Limited] / [●] <b>REGISTRAR:</b> [Computershare investor Services (Ireland) Limited] / [●] <b>CALCULATION AGENT:</b> [Apex Fund Services (Ireland) Limited] / [●] <b>CREST SETTLEMENT AGENT:</b> [ ] <b>CASH MANAGER:</b> [Apex Fund Services (Ireland) Limited] / [●] <b>TRUSTEE:</b> [DMS Governance Risk and Compliance Services Limited] / [●] <b>CORPORATE SERVICES PROVIDER:</b> [Apex Fund Services (Ireland) Limited] / [●]
47	Relevant Clearing System	[●]/[CREST] / [N/A]
48	Banks with which the main accounts relating to the transaction are held:	[●]
	<b>Listing and admission to trading</b>	
49	Listing:	[Ireland] [Unlisted]
50	Admission to trading:	Listing of the Series of Notes on the Global Exchange Market of Euronext Dublin is expected to occur on [●].
51	Rating and Rating Agency:	[●] [The Notes to be issued have not been rated]

## TERMS AND CONDITIONS OF THE OFFER

52	Offer Price:	Issue Price
53	Total amount of the issue:	[●] [If the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer]

- 54 Minimum Subscription: [●]
- 55 Maximum subscription amount/number of Notes: [●]
- 56 Conditions to which the offer is subject: [Offers of the Notes are conditional on their issue] [●]
- 57 Description of the application process: Applications for Notes should be made directly to the Issuer.
- 58 Offering Period  
The Offering Period shall run on and from the [●] and shall end on the [●]. Applications to subscribe for Notes may be made on a Business Day prior to the lapse of the Offering Period.  
The Issuer reserves the right for any reason to reduce the number of Notes offered.
- 59 Cancellation of the issuance of Notes: [The Issuer reserves the right for any reason to cancel the issuance of Notes] [The issuance of Notes is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Notes amounting to [an aggregate subscription value of at least [●]] [an aggregate number of at least €10,000,000] during the Offering Period. In the event that this condition is not satisfied, the Issuer may cancel the issuance of the Notes.] [●] In any such case, investors or prospective investors who have already paid or delivered subscription monies for Notes will be entitled to reimbursement of such amounts, but will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and such reimbursement.
- 60 Early closing of the subscription of the Notes or reduction in the number of Notes offered: The Issuer reserves the right for any reason to close the Offering Period early or reduce the number of Notes offered. If the aggregate subscription of the Notes at any time on any Business Day prior to the lapse of the Offering Period reaches €10,000,000, the Issuer will close the subscription of the Notes at such time on such Business Day, without prior notification] In any such case, investors or prospective investors who have already paid or delivered subscription monies for Notes will be entitled to reimbursement of such amounts, but will not

receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and such reimbursement.

- 61 Details of the method and time limits for paying up and delivering the Notes: The Notes will be registered through CREST following the Issue Date against payment to the Issuer of the subscription monies.

**ANNEX A – DISCLOSURE REQUIREMENTS IN RESPECT OF OBLIGATIONS  
COMPRISED IN THE COLLATERAL**

[Terms and Conditions of Securitisation Bonds]

**ANNEX B – REDEMPTION NOTICE [●]**