

SERIES PROSPECTUS



Single Platform Investment Repackaging Entity SA

(a public limited liability company (société anonyme) incorporated under the laws of Luxembourg with registered office at 51, avenue John F. Kennedy, L-1855 Luxembourg, having a share capital of EUR 31,000, and duly registered with the Registre de Commerce et des Sociétés, Luxembourg with number B206430) ("SPIRE")

acting in respect of its Compartment 2019-125

Issue of Series 2019-125 EUR 19,700,000 Fixed to Floating Rate Secured Notes due 2030

under the Secured Note Programme

This document is a series prospectus (the "**Series Prospectus**"), which contains information relating to the above notes (the "**Notes**") issued by SPIRE acting in respect of its Compartment 2019-125 (the "**Issuer**"). This Series Prospectus should be read in conjunction with all documents which are incorporated by reference in the "*Documents Incorporated by Reference*" section herein, including the relevant sections of the base prospectus dated 3 April 2019 and the supplemental base prospectus dated 2 August 2019 (together, the "**Base Prospectus**") relating to the Secured Note Programme (the "**Programme**") of SPIRE. Unless defined herein, terms defined in the Base Prospectus have the same meanings in this Series Prospectus.

This Series Prospectus constitutes a prospectus for the purposes of Regulation (EU) 2017/1129 (the "Prospectus Regulation").

This Series Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Regulation. The Central Bank only approves this Series Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Series Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to The Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") for the Notes to be admitted to the Official List of Euronext Dublin (the "**Official List**") and to trading on its regulated market (the "**Regulated Market**"). There can be no assurance that any such listing will be obtained, or if obtained, will be maintained.

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

The Notes are not rated.

This Series Prospectus will be valid for admissions to trading on a regulated market by or with the consent of the Issuer for 12 months from its date. The obligation to supplement it in the event of significant new factors, material mistakes or material inaccuracies will not apply after the earlier of (i) the date 12 months from the date of this Series Prospectus and (ii) the date on which the Notes are admitted to trading on a regulated market.

Prospective purchasers should have regard to the risk factors described and referred to under the section of this Series Prospectus titled "*Risk Factors*" and, in particular, to the limited recourse nature of the Notes and the fact that the Issuer is a special purpose vehicle.

Dealer

Crédit Agricole Corporate and Investment Bank

This Series Prospectus comprises a prospectus for the purposes of the Prospectus Regulation and for the purpose of giving necessary information with regard to the Issuer and the Notes which, according to the particular nature and circumstances of the Issuer and type of Notes, is material to prospective purchasers for making an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer, the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer.

The Issuer accepts responsibility for the information contained in this Series Prospectus. To the best of the Issuer's knowledge the information contained in this Series Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

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

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor (and, for the avoidance of doubt, this means any retail investor within or outside the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a "Retail client" as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation.

No key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

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

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

The information on any websites referred to herein does not form part of this Series Prospectus, unless that information is incorporated by reference into this Series Prospectus.

The distribution of this Series Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Series Prospectus comes are required by the Issuer and the Dealer to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933 (the “**Securities Act**”). Notes may not at any time be offered, sold or, where relevant, delivered within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S under the Securities Act); (b) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) or (c) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons).

Any purchasers of the Notes (including purchasers following the issue date of such Notes) shall be deemed to give the representations, agreements and acknowledgments specified in the Conditions of such Notes, including a representation that it is not, nor is it acting for the account or benefit of, a person who is (a) a U.S. person (as defined in Regulation S under the Securities Act); (b) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934) or (c) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons).

For a description of certain restrictions on offers and sales of Notes and on distribution of this Series Prospectus, see the section headed “*Subscription and Sale*” in this Series Prospectus.

SPIRE has not been, and will not be, registered under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”).

Capitalised terms used but not otherwise defined herein or in the Base Prospectus have the meaning given to them in the Pricing Terms contained in this Series Prospectus.

DISCLAIMERS

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

Neither the Dealer nor the Swap Counterparty has separately verified the information contained in this Series Prospectus. The Dealer makes no representation, express or implied, or, to the fullest extent permitted by law, accepts no responsibility, with respect to (i) the Notes, (ii) the Transaction Documents (including the effectiveness thereof) or (iii) the accuracy or completeness of any of the information in this Series Prospectus or for any other statement made or purported to be made by the Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of the Notes, the Transaction Documents or this Series Prospectus or any such statement.

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

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

in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Series Prospectus and the merits and risks of investing in the Notes in the context of their financial position and circumstances. The Dealer does not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Series Prospectus or the term of any Notes issued or to advise any purchaser or prospective purchaser in the Notes of any information coming to the attention of the Dealer. The Dealer disclaims any responsibility to advise purchasers of Notes of the risks and investment considerations associated therewith as they may exist at the date hereof or as they may from time to time alter.

The Notes are complex instruments that involve substantial risks and are suitable only for sophisticated investors that:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes (including, without limitation, the tax, accounting, credit, legal, regulatory and financial implications for them of such an investment) and the information contained or incorporated by reference in this Series Prospectus or the Base Prospectus or any applicable supplement;
- (ii) have considered the suitability of the Notes in light of their own circumstances and financial condition;
- (iii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of their particular financial situation, an investment in the Notes and the impact the Notes will have on their overall investment portfolio;
- (iv) understand thoroughly the terms of the Notes and are familiar with the behaviour of any relevant indices and financial markets; and
- (v) are able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect their investment and their ability to bear the applicable risks.

Owing to the structured nature of the Notes, their price may be more volatile than that of unstructured securities.

Investors: Each prospective investor in Notes should have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where principal and interest may reduce as a result of the occurrence of different events whether related to the creditworthiness of any entity or otherwise or changes in particular rates, prices, values or indices, or where the currency for principal or interest payments is different from the prospective investor's currency.

Investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should therefore consult its professional advisers to determine whether and to what extent (i) the Notes are legal investments for it and/or (ii) other restrictions apply to its purchase of any Notes. Financial institutions should consult their professional advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

No fiduciary role: None of the Issuer, the Dealer or any of the other Transaction Parties or any of their respective affiliates is acting as an investment adviser or as an adviser in any other capacity, and none of them (other than the Trustee to the extent set out in the Trust Deed) assumes any fiduciary obligation to any purchaser of Notes or any other party, including the Issuer.

None of the Issuer, the Dealer or any of the other Transaction Parties assumes any responsibility for (i) conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any issuer or obligor of the Collateral or the terms thereof or of the Swap Counterparty or the terms of the Swap Agreement or (ii) monitoring such issuer or obligor of the Collateral or Swap Counterparty during the term of the Notes.

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

No reliance: A prospective purchaser may not rely on the Issuer, the Dealer or any of the other Transaction Parties or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to any of the other matters referred to above.

No representations: None of the Issuer, the Dealer or any of the other Transaction Parties makes any representation or warranty, express or implied, in respect of any:

- (i) Collateral or in respect of any information contained in any documents prepared, provided or filed in respect of such Collateral with any exchange, governmental, supervisory or self-regulatory authority or any other person;
- (ii) issuer or obligor of the Collateral or in respect of any information contained in any documents prepared, provided or filed by or on behalf of such issuer or obligor with any exchange, governmental, supervisory or self-regulatory authority or any other person;
- (iii) Swap Counterparty or in respect of any information contained in any documents prepared, provided or filed by or on behalf of such party with any exchange, governmental, supervisory or self-regulatory authority or any other person; or
- (iv) Swap Agreement or in respect of any information contained in any documents prepared, provided or filed in respect of such agreement with any exchange, governmental, supervisory or self-regulatory authority or any other person,

save that this is not intended to limit the responsibility of the Issuer for the information in respect of the Swap Counterparty in the section of the base prospectus dated 3 April 2019 titled "*Description of the Programme Swap Counterparties and the Programme Repo Counterparties*".

None of the Dealer or any of the other Transaction Parties makes any representation or warranty, express or implied, in respect of the Issuer or in respect of any information contained in any documents prepared, provided or filed by or on behalf of the Issuer.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NO PERSON HAS REGISTERED NOR WILL REGISTER AS A COMMODITY POOL OPERATOR OF THE ISSUER UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936 AS AMENDED AND THE RULES OF THE COMMODITY FUTURES TRADING COMMISSION ("**CFTC**") THEREUNDER. THE NOTES MAY NOT AT ANY TIME BE OFFERED, SOLD OR, WHERE RELEVANT, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER).

CONSEQUENTLY, THE NOTES MAY NOT AT ANY TIME BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION (AS SUCH TERM IS DEFINED UNDER REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) AND (B) TO PERSONS THAT ARE (I) NOT U.S. PERSONS (AS DEFINED IN REGULATION S), (II) NOT U.S. PERSONS (AS DEFINED IN THE CREDIT RISK RETENTION REGULATIONS ISSUED UNDER SECTION 15G OF THE U.S. SECURITIES EXCHANGE ACT OF 1934) AND (III) NON-UNITED STATES PERSONS (AS DEFINED IN RULE 4.7 UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, BUT EXCLUDING FOR PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION TO THE EXTENT THAT IT WOULD APPLY TO PERSONS WHO ARE NOT NON-UNITED STATES PERSONS) (ANY PERSON SATISFYING EACH OF (I) TO (III) IMMEDIATELY ABOVE, A "**PERMITTED PURCHASER**"). IF A PERMITTED PURCHASER ACQUIRING NOTES IS DOING SO FOR THE ACCOUNT OR BENEFIT OF ANOTHER PERSON, SUCH OTHER PERSON MUST ALSO BE A PERMITTED PURCHASER.

THIS SERIES PROSPECTUS HAS BEEN PREPARED BY THE ISSUER (A) FOR USE IN CONNECTION WITH THE OFFER AND SALE OF THE NOTES OUTSIDE OF THE UNITED STATES TO PERMITTED PURCHASERS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S AND (B) FOR THE LISTING AND ADMISSION TO TRADING OF THE NOTES ON THE REGULATED MARKET OF EURONEXT DUBLIN.

IN MAKING AN INVESTMENT DECISION, PROSPECTIVE PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER REGULATORY AUTHORITY IN THE UNITED STATES, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF ANY SECURITIES PURSUANT TO THIS PROGRAMME OR THE ACCURACY OR THE ADEQUACY OF THIS SERIES PROSPECTUS OR ANY OTHER AUTHORISED OFFERING DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

TABLE OF CONTENTS

RISK FACTORS.....	7
DOCUMENTS INCORPORATED BY REFERENCE	8
PRICING TERMS.....	9
AMENDMENTS AND SUPPLEMENTS TO THE TRANSACTION DOCUMENTS	25
FORM OF CONFIRMATION OF SWAP TRANSACTION	30
DESCRIPTION OF THE SWAP COUNTERPARTY	36
TAXATION	37
SUBSCRIPTION AND SALE	38
GENERAL INFORMATION.....	39

RISK FACTORS

The risk factor below should be read in addition to those set out in pages 4 to 37 of the supplemental base prospectus dated 2 August 2019 and, in the event of any inconsistency, the risk factor set out below will prevail. The risk factor is material to the Notes in order to assess the market risk associated with them or which may affect the Issuer's ability to fulfil its obligations under them.

Risks relating to the Notes

Security taken over JGBs posted by the Swap Counterparty under the Credit Support Annex may be unenforceable

Pursuant to the terms of the CSA, the Swap Counterparty is entitled to post as Eligible Credit Support (VM) negotiable debt obligations issued by the Japanese Government which are held in the Bank of Japan book-entry system (*furikae-kokusai*) ("**JGBs**"). Once posted, JGBs will form part of the assets of the Issuer and the Trustee will take an English law security interest over such JGBs by means of an assignment by the Issuer in favour of the Trustee of the Issuer's rights against the Custodian under the Custody Agreement. Any such English law security interest over JGBs may not be recognised under Japanese law and Noteholders should be aware that any such JGBs may consequently not form part of the secured property for the Notes.

Cancellation and Unwind

For so long as the Notes are held through a clearing system, an investor in the Notes may not be able to sell a principal amount of the Notes which is not a multiple of EUR 788,000 (the "**Minimum Trading Amount**"). If a price is provided for a principal amount which is not a multiple of the Minimum Trading Amount, it may be substantially lower than otherwise.

DOCUMENTS INCORPORATED BY REFERENCE

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

- 1 The Base Prospectus which, except for the following sections of the base prospectus dated 3 April 2019 (the “**Original Base Prospectus**”), shall be deemed to be incorporated in, and form part of, this Series Prospectus:
 - (i) Appendix 1 – Form of Final Terms (pages 236 to 246 inclusive); and
 - (ii) Appendix 2 – Form of Pricing Terms (pages 247 to 261 inclusive).

The sections of the Original Base Prospectus which are not incorporated by reference are either not relevant for purchasers in the Notes or are covered elsewhere in this Series Prospectus. A copy of the Original Base Prospectus can be found at <https://www.spiresea.com/media/1021/spire-base-prospectus-dated-03042019.pdf> and a copy of the supplemental base prospectus dated 2 August 2019 (the “**Supplemental Base Prospectus**”) can be found at <https://www.spiresea.com/media/1025/spire-2019-supplemental-base-prospectus.pdf>.

For the purposes of this Series Prospectus, references in the Base Prospectus to the applicable Pricing Terms or Accessory Conditions (including, for the avoidance of doubt, within the sections thereof incorporated by reference and forming part of this Series Prospectus) shall be to the provisions set out below under “Pricing Terms”.

In the event of any inconsistency between (a) the Pricing Terms and this Series Prospectus and (b) the Conditions and the Base Prospectus, the Pricing Terms and this Series Prospectus will prevail.

- 2 The up-to-date articles of association (*statuts*) of SPIRE dated 26 May 2016 (the “**Articles**”). A copy of the Articles can be found at www.spiresea.com/documents.
- 3 The audited financial statements of the Issuer for the financial year ended 31 December 2017 (the “**2017 Accounts**”). A copy of the 2017 Accounts can be found at <http://www.spiresea.com/media/1013/spire-sa-financial-statement-final-signed-by-ocl.pdf>.
- 4 The audited financial statements of the Issuer for the financial year ended 31 December 2018 (the “**2018 Accounts**”). A copy of the 2018 Accounts can be found at <https://www.spiresea.com/media/1024/spire-sa-signed-2018-financial-statements.pdf>.

Each document above shall be incorporated in, and form part of this Series Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Series Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Series Prospectus. The documents incorporated by reference above have been filed with the Central Bank of Ireland and Euronext Dublin.

PRICING TERMS

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Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, "MiFID II"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor (and, for the avoidance of doubt, this means any retail investor within or outside the European Economic Area ("EEA")). For these purposes, a retail investor means a person who is one (or more) of: (i) a "Retail client" as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129.

No key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Pricing Terms dated 31 October 2019

Single Platform Investment Repackaging Entity SA

(a public limited liability company (société anonyme) incorporated under the laws of Luxembourg with registered office at 51, avenue John F. Kennedy, L-1855 Luxembourg, having a share capital of EUR 31,000, and duly registered with the Registre de Commerce et des Sociétés, Luxembourg with number B206430) ("SPIRE")

acting in respect of its Compartment 2019-125

Legal Entity Identifier (LEI): 635400AXHEAFQKFFNO47

Issue of Series 2019-125 EUR 19,700,000 Fixed to Floating Rate Secured Notes due 2030

under the Secured Note Programme

PART A – CONTRACTUAL TERMS

Terms used and not defined herein shall have the meaning given to such terms in the Master Conditions set forth in the base prospectus dated 3 April 2019 and the supplemental base prospectus dated 2 August 2019 (together, the "**Base Prospectus**") which together constitute a base prospectus for the purposes of Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**"). For the purpose of these Pricing Terms, references to Accessory Conditions in the Base Prospectus shall be read and construed as references to Pricing Terms in respect of the Notes. This document constitutes the Pricing Terms of the Notes described herein. These Pricing Terms **do not** constitute Final Terms of the Notes for the purposes of Article 5.4 of the Prospectus Directive or Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The Base Prospectus has been published on the website of the Central Bank of Ireland (www.centralbank.ie) and Euronext Dublin (www.ise.ie).

By purchasing the Notes, the Noteholders hereby ratify the selection of each member of the board of directors of SPIRE, as identified in the Base Prospectus, and confirm that such ratification is being made without selection or control by Crédit Agricole Corporate and Investment Bank or any of its affiliates.

The Notes issued by the Issuer will be subject to the Master Conditions and also to the following terms (such terms, together with any schedules or annexes hereto, the “**Pricing Terms**”) in relation to the Notes.

Amounts payable under the Notes may be calculated by reference to EURIBOR, which is provided by the European Money Markets Institute (the “**EMMI**”). As at the date of these Pricing Terms, the EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**BMR**”).

GENERAL

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| 1 | Issuer: | Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125 |
| 2 | (i) Series Number: | 2019-125
A separate compartment has been created by the Board in respect of the Notes (“ Compartment 2019-125 ”). Compartment 2019-125 is a separate part of SPIRE’s assets and liabilities. The Collateral (relating to the Notes) is exclusively available to satisfy the rights of the Noteholders (in accordance with the terms and conditions set out in these Pricing Terms) and the rights of the other Secured Creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of Compartment 2019-125, as contemplated by the articles of association (<i>statuts</i>) of SPIRE dated 26 May 2016. |
| | (ii) Tranche Number: | 1 |
| 3 | Specified Currency: | Euro (“ EUR ”) |
| 4 | Aggregate principal amount of Notes: | |
| | (i) Series: | EUR 19,700,000 |
| | (ii) Tranche: | EUR 19,700,000 |
| 5 | Issue price: | 100 per cent. of the aggregate principal amount of the Notes |
| 6 | (i) Specified Denominations: | EUR 157,600 |
| | (ii) Calculation Amount: | EUR 788,000 |
| 7 | (i) Issue Date: | 31 October 2019 |
| | (ii) Interest Commencement Date: | Issue Date |
| 8 | Maturity Date: | 5 December 2030, subject to adjustment in accordance with the Modified Following Business Day Convention |
| 9 | Business Days applicable to Maturity Date: | TARGET |
| 10 | Standard Terms: | Applicable |
| 11 | Interest Basis: | In respect of the period beginning on (and including) the Issue Date and ending on (but excluding) 5 December 2021 (“ Interest Period 1 ”), Fixed Rate. |

In respect of the period beginning on (and including) 5 December 2021 and ending on (but excluding) the Maturity Date ("**Interest Period 2**"), Floating Rate.
(Further particulars specified, as applicable, in paragraphs 21 and 22 of these Pricing Terms)

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|----|--|---|
| 12 | Talons for future Coupons to be attached to Definitive Bearer Notes (and dates on which such Talons mature): | Not Applicable |
| 13 | Redemption/Payment Basis: | Redemption at Final Redemption Amount, subject to the other provisions herein |
| 14 | Date Board approval for issuance of Notes obtained: | 29 October 2019 |
| 15 | Transaction Documents: | As per Master Conditions |
| 16 | Transaction Parties: | As per Master Conditions |

MORTGAGED PROPERTY

- | | | |
|----|--------------------------|---|
| 17 | Mortgaged Property: | |
| | (i) Original Collateral: | <p>The Original Collateral shall comprise:</p> <p>(a) EUR 10,000,000 in principal amount of an issue of Portigon Finance Curaçao N.V. floating rate subordinated notes due 19 September 2030 identified below:</p> <p>Original Collateral Obligor: Portigon Finance Curaçao N.V.</p> <p>Address: Kaya WFG Jombi Mensing 14
2nd Floor
Willemstad, Curaçao</p> <p>Country of Incorporation: Curaçao</p> <p>Business Activities: Banking and Financial Services</p> <p>Listed on the following stock exchanges/Admitted to trading on the following regulated market, or equivalent third country market or SME growth market</p> <p>The regulated market of the Luxembourg Stock Exchange</p> <p>Asset:</p> <p>ISIN: XS0117509157</p> <p>Bloomberg Ticker: PORTIG Float 09/19/30 Corp</p> <p>Coupon: 6-month EURIBOR plus 0.30 per cent. per annum</p> <p>Maturity: 19 September 2030</p> <p>Currency: EUR</p> <p>Governing Law: German law</p> |

Senior/Subordinated: Subordinated
Listed on the following regulated market: The regulated market of the Luxembourg Stock Exchange
Documentation: <https://www.bourse.lu/security/XS0117509157/43816>

(b) EUR 10,000,000 in principal amount of an issue of Landesbank Baden-Württemberg floating rate subordinated notes due 4 October 2030 identified below:

Original Collateral Obligor: Landesbank Baden-Württemberg
Address: Am Hauptbahnhof 2
Stuttgart, 70173
Germany
Country of Incorporation: Federal Republic of Germany
Business Activities: Banking and Financial Services
Listed on the following stock exchanges/Admitted to trading on the following regulated market, or equivalent third country market or SME growth market: The regulated market of the Luxembourg Stock Exchange

Asset:

ISIN: XS0118304392
Bloomberg Ticker: LBBW Float 10/04/30 Corp
Coupon: 6-month EURIBOR plus 0.29 per cent. per annum
Maturity: 4 October 2030
Currency: EUR
Governing Law: English law
Senior/Subordinated: Subordinated
Listed on the following regulated market: The regulated market of the Luxembourg Stock Exchange
Documentation: <https://www.bourse.lu/security/XS0118304392/44024>

(c) EUR 2,500,000 in principal amount of an issue of Hamburgische Landesbank Girozentrale floating rate subordinated notes due 8 November 2030 identified below:

Original Collateral Obligor: Hamburgische Landesbank Girozentrale
Address: Gerhart Hauptmann Platz 50
Hamburg, 20095
Germany
Country of Incorporation: Federal Republic of Germany
Business Activities: Banking and Financial Services

Listed on the following stock exchanges/Admitted to trading on the following regulated market, or equivalent third country market or SME growth market

The regulated market of the Luxembourg Stock Exchange

Asset:

ISIN: XS0120017974

Bloomberg Ticker: HCOB Float 11/08/30 Corp

Coupon: 6-month EURIBOR plus 0.39 per cent. per annum

Maturity: 8 November 2030

Currency: EUR

Governing Law: English law

Senior/Subordinated: Subordinated

Listed on the following regulated market: The regulated market of the Luxembourg Stock Exchange

Documentation: <https://www.bourse.lu/security/XS0120017974/44835>

- (ii) Original Collateral Obligor Reference Date: 8 October 2019
- (iii) Purchase of Original Collateral: The Issuer will purchase the Original Collateral from the Vendor on the Issue Date pursuant to the Collateral Sale Agreement
- (iv) Substitution of Original Collateral: Not Applicable
- (v) Swap Agreement: Applicable
- (vi) Swap Counterparty: Crédit Agricole Corporate and Investment Bank
- (vii) Swap Guarantor: Not Applicable
- (viii) Credit Support Annex: Applicable - Payable by Issuer and Swap Counterparty
- (ix) Replacement Swap Counterparty Mechanics: Applicable
- (x) Repo Agreement: Not Applicable

	(xi) Repo Counterparty:	Not Applicable
18	Additional Security Documents:	Not Applicable
19	Security:	As per Master Conditions
20	Application of Available Proceeds:	As per Master Conditions

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

21	Fixed Rate Note Provisions:	Applicable in respect of Interest Period 1
	(i) Rate of Interest:	2.00 per cent. per annum payable annually in arrear
	(ii) Interest Payment Dates:	5 December in each year, with the first such date being 5 December 2020 and the last such date being 5 December 2021
	(iii) Interest Period End Dates:	5 December in each year, with the first such date being 5 December 2020 and the last such date being 5 December 2021
	(iv) Business Days applicable to Interest Payment Dates and Interest Period End Dates:	TARGET
	(v) Business Day Convention applicable to Interest Payment Dates:	Modified Following Business Day Convention
	(vi) Business Day Convention applicable to Interest Period End Dates:	No Adjustment
	(vii) Day Count Fraction:	30/360
	(viii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
22	Floating Rate Note Provisions:	Applicable in respect of Interest Period 2
	(i) Interest Payment Dates:	5 December in each year, with the first such date being 5 December 2022 and the last such date being the Maturity Date.

- (ii) Interest Period End Dates: 5 December in each year, with the first such date being 5 December 2022 and the last such date being the Maturity Date.
- (iii) Business Days applicable to Interest Payment Dates and Interest Period End Dates: TARGET
- (iv) Business Day Convention applicable to Interest Payment Dates: Modified Following Business Day Convention
- (v) Business Day Convention applicable to Interest Period End Dates: Modified Following Business Day Convention
- (vi) Manner in which the Rate(s) of Interest is/are determined: In respect of an Interest Period, a rate expressed as a percentage equal to:

$$(CMS10y10y) + \text{Margin}$$
provided that:
 - (i) if the Rate of Interest in respect of an Interest Period is determined to be less than 0.00 per cent. per annum, such Rate of Interest for such Interest Period shall be 0.00 per cent. per annum; and
 - (ii) if the Rate of Interest in respect of an Interest Period is determined to be more than 5.00 per cent. per annum, such Rate of Interest for such Interest Period shall be 5.00 per cent. per annum.

Where:

“**CMS10y10y**” is determined in accordance with the following formula (and expressed as a percentage):

$$CMS10y10y = \frac{\text{Level}(20y) * EURCMS20Y - \text{Level}(10y) * EURCMS10Y}{\text{Level}(20y) - \text{Level}(10y)}$$

“**Level**_(10y)” is determined in accordance with the following formula (and expressed as a percentage):

If EURCMS10Y = 0: **Level**_(10y) = 10

otherwise: **Level**_(10y) = $\frac{1 - (1 + EURCMS10Y)^{-10}}{EURCMS10Y}$

“**Level**_(20y)” is determined in accordance with the following formula (and expressed as a percentage):

If EURCMS20Y = 0: **Level**_(20y) = 20

otherwise: **Level**_(20y) = $Max\left[\frac{1 - (1 + EURCMS20Y)^{-20}}{EURCMS20Y}; 1.25 \times \text{Level}(10y)\right]$

“EURCMS20Y” and “EURCMS10Y” shall each constitute an “ISDA Rate” for the purposes of the Master Conditions subject to the elections and amendments set out below.

- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): Calculation Agent, as per Master Conditions
- (viii) ISDA Rate:
- (a) EURCMS20Y:
- Floating Rate Option: EUR-ISDA-EURIBOR Swap Rate-11:00, provided that:
- (i) references to “Reuters Screen ISDAFIX2 Page” shall be to “Reuters Screen ICESWAP2 Page”;
 - (ii) if (a) such rate does not appear on the Reuters Screen ICESWAP2 Page, (b) the Calculation Agent has determined that no Reference Rate Event has occurred and (c) the Calculation Agent is unable to determine a rate pursuant to the fallbacks specified in the ISDA Definitions (provided that, where the ISDA Definitions require the Calculation Agent to request quotes from Reference Banks or major banks, the Calculation Agent may determine such rate by reference to quotations or tradeable market prices which are made available by such Reference Banks or major banks through electronic data providers or electric trading platforms (as selected by the Calculation Agent)), then the rate for that Reset Date will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner; and
 - (iii) references to (a) “TARGET Settlement Days” shall be construed as references to “TARGET Business Days”, (b) “Reset Date” shall have the same meaning as set out in this paragraph 22(viii)(a), (c) “Reference Banks” shall be construed as references to four major banks in the Euro-zone interbank market as selected by the Calculation Agent and (d) “Calculation Agent” shall be construed as references to the Calculation Agent in respect of the Notes.
- Designated Maturity: 20 years
- Reset Date: The first day of each Interest Period
- ISDA Definitions: As defined in the Master Conditions
- (b) EURCMS10Y:
- Floating Rate Option: EUR-ISDA-EURIBOR Swap Rate-11:00, provided that:
- (i) references to “Reuters Screen ISDAFIX2 Page” shall be to “Reuters Screen ICESWAP2 Page”;

- (ii) if (a) such rate does not appear on the Reuters Screen ICESWAP2 Page, (b) the Calculation Agent has determined that no Reference Rate Event has occurred and (c) the Calculation Agent is unable to determine a rate pursuant to the fallbacks specified in the ISDA Definitions (provided that, where the ISDA Definitions require the Calculation Agent to request quotes from Reference Banks or major banks, the Calculation Agent may determine such rate by reference to quotations or tradeable market prices which are made available by such Reference Banks or major banks through electronic data providers or electric trading platforms (as selected by the Calculation Agent)), then the rate for that Reset Date will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner; and
- (iii) references to (a) "TARGET Settlement Days" shall be construed as references to "TARGET Business Days", (b) "Reset Date" shall have the same meaning as set out in this paragraph 22(viii)(b), (c) "Reference Banks" shall be construed as references to four major banks in the Euro-zone interbank market as selected by the Calculation Agent and (d) "Calculation Agent" shall be construed as references to the Calculation Agent in respect of the Notes.

– Designated	10 years
Maturity:	
– Reset	The first day of each Interest Period
Date:	
– ISDA	As defined in the Master Conditions
Definitions:	
(ix) Reference Rate Trade Date:	8 October 2019
(x) Alternative Pre-nominated Reference Rate	Not Applicable
(xi) Linear Interpolation:	Not Applicable
(xii) Margin(s):	Plus 0.65 per cent. per annum
(xiii) Day Count Fraction:	30/360
(xiv) Interest Determination Date:	With respect to an Interest Period, the day falling two Business Days prior to the first day of such Interest Period
(xv) Other terms relating to the method of calculating interest for Floating Rate Notes:	Not Applicable

23	Variable-linked Interest Rate Note Provisions:	Not Applicable
24	Default Interest:	As per Master Conditions
25	U.S. Withholding Note/U.S. tax form collection required:	No

PROVISIONS RELATING TO REDEMPTION

26	Specified Redemption Amount of each Note:	Final 100 per cent. of the Specified Denomination
27	Early Redemption Amount of each Note:	As defined in the Master Conditions
28	Liquidation:	As per Master Conditions

FURTHER TERMS

29	Further terms:	Not Applicable
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FORM OF NOTES AND AGENTS

30	Form of Notes:	Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Bearer Notes in the limited circumstances specified in the Conditions
31	Applicable exemption:	TEFRA TEFRA D
32	New Global Note:	No
33	Reference Business Day:	TARGET
34	Trustee, Agents, Custodian, Vendor:	
	(i) Trustee:	HSBC Corporate Trustee Company (UK) Limited 8 Canada Square London E14 5HQ United Kingdom
	(ii) Calculation Agent:	Crédit Agricole Corporate and Investment Bank 12, place des Etats-Unis CS 70052 92547 Montrouge Cedex France
	(iii) Custodian:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom
	(iv) Disposal Agent:	Crédit Agricole Corporate and Investment Bank 12, place des Etats-Unis

CS 70052
 92547 Montrouge Cedex
 France

- (v) Issuing and Paying Agent: HSBC Bank plc
 8 Canada Square
 London E14 5HQ
 United Kingdom
- (vi) Registrar: Not Applicable
- (vii) Transfer Agent(s): Not Applicable
- (viii) Additional Paying Agent(s): Not Applicable
- (ix) Vendor: Crédit Agricole Corporate and Investment Bank

DETAILS RELATING TO THE CREDIT SUPPORT ANNEX

- 35 Eligible Currency: Euro (EUR)
 Japanese Yen (JPY)
 United States Dollars (USD)
- 36 Delivery Cap: Applicable
- 37 Eligible Credit Support (VM): Subject to Paragraph 9(e) of the Credit Support Annex, if applicable, and each Credit Support Eligibility Condition (VM) applicable to it specified in Paragraph 11 of the Credit Support Annex, the Eligible Credit Support (VM) for the party specified (as the Transferor) shall be:

Eligible Credit Support (VM) for the Swap Counterparty	
<i>Description:</i>	<i>Valuation Percentage:</i>
Cash in an Eligible Currency	100%
The assets or property specified in these Pricing Terms as forming part of the Original Collateral	As specified in the Ratings Table below
Negotiable debt obligations issued by the Government of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Japan and the United Kingdom and denominated in the lawful currency of the relevant country	As specified in the Ratings Table below
Negotiable debt obligations issued by (i) any obligor with at least an equivalent rating as the Original Collateral Obligor, (ii) incorporated in Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Japan and the United Kingdom and (iii) denominated in the lawful currency of the relevant country	As specified in the Ratings Table below

Eligible Credit Support (VM) for the Issuer	
<i>Description:</i>	<i>Valuation Percentage:</i>
Cash in an Eligible Currency	100%
The assets or property specified in these Pricing Terms as forming part of the Original Collateral	As specified in the Ratings Table below
Any other asset or property notified by the Swap Counterparty to the Issuer in writing from time to time, provided such assets are available to the Issuer in respect of the relevant Series	Such percentage as is notified by the Swap Counterparty to the Issuer in writing from time to time

Ratings Table:

<i>Description:</i>	<i>Rating (in each case, the lowest rating shall prevail):</i>	<i>Residual Maturity:</i>	<i>Valuation Percentage:</i>
(A) The assets or property in these Pricing Terms as forming part of the Original Collateral and (B) the negotiable debt obligations (i) issued by any obligor with at least an equivalent rating as the Original Collateral Obligor (ii) incorporated in Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Japan and the United Kingdom and (iii) denominated in the lawful currency of the relevant country	AA- or above (S&P, Fitch) or Aa3 or above (Moody's)	Less than or equal to 1 year	98%
		Greater than 1 year but less than or equal to 5 years	95%
		Greater than 5 years	95%
	BBB- /BBB/BBB+ (S&P, Fitch) or Baa3-Baa1 (Moody's)	Less than or equal to 1 year	96%
		Greater than 1 year but less than or equal to 5 years	94%
		Greater than 5 years	93%
	A-/A/A+ (S&P, Fitch) or A1/A2/A3 (Moody's)	Less than or equal to 1 year	80%
		Greater than 1 year but less than or equal to 5 years	80%
	BB+ or below (S&P, Fitch) or Baa1 (Moody's)	Less than or equal to 1 year	80%
		Greater than 1 year but less than or equal to 5 years	80%

		Greater than 5 years	80%
Negotiable debt obligations issued by the Government of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Japan and the United Kingdom and denominated in the lawful currency of the relevant country	AA- or above (S&P, Fitch) or Aa3 or above (Moody's)	Less than or equal to 1 year	99.5%
		Greater than 1 year but less than or equal to 5 years	98%
		Greater than 5 years	96%
	BBB- /BBB/BBB+ (S&P, Fitch) or Baa3-Baa1 (Moody's) to A-/A/A+ (S&P, Fitch) or A1/A2/A3 (Moody's)	Less than or equal to 1 year	99%
		Greater than 1 year but less than or equal to 5 years	97%
		Greater than 5 years	94%
	BB+ or below (S&P, Fitch) or Baa1 (Moody's)	Less than or equal to 1 year	85%
		Greater than 1 year but less than or equal to 5 years	85%
		Greater than 5 years	85%

38 Credit Support Eligibility Conditions (VM): Not Applicable

39 Minimum Transfer Amount for the Issuer: EUR 250,000

40 Minimum Transfer Amount for the Swap Counterparty: EUR 250,000

41 Valuation Date: Daily, provided that if commercial banks are not open for business (including dealings in foreign exchange and foreign currency deposits) in each Valuation Date Location for Party A and each Valuation Date Location for Party B (a day meeting such criteria, a "Valid Valuation Date") on any such day, the Valuation Date shall be the immediately following Valid Valuation Date.

42	Valuation Date Location:	London and TARGET. In addition, New York (in respect of USD denominated Eligible Credit Support) and Tokyo (in respect of JPY denominated Eligible Credit Support).
43	Interest Rate (VM) for cash forming part of the Swap Counterparty's Credit Support Balance (VM):	Custodian's prevailing rate
44	Interest Rate (VM) for cash forming part of the Issuer's Credit Support Balance (VM):	Custodian's prevailing rate

DISTRIBUTION

45	Dealer:	Crédit Agricole Corporate and Investment Bank
46	Additional selling restrictions:	<p>Applicable</p> <p>Prohibition of Sales to Retail Investors</p> <p>The Dealer will represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor. For the purposes of this provision:</p> <p>(i) the expression "retail investor" means a person who is one (or more) of the following:</p> <p>(a) a "Retail client" as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II");</p> <p>(b) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or</p> <p>(c) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "Prospectus Regulation"); and</p> <p>(ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.</p>
47	Method of distribution:	Non-syndicated

PART B – OTHER INFORMATION

1 LISTING:

- (i) Listing and admission to trading: Application has been made for the Notes to be admitted to the Official List of Euronext Dublin and for the Notes to be admitted to trading on its Regulated Market.
- (ii) Estimate of total expenses related to admission to trading: EUR 3,290

2 RATINGS:

	Ratings:	The Notes are not rated.
3	USE OF PROCEEDS:	
	Use of proceeds:	As per Base Prospectus
	Estimated net proceeds	EUR 19,700,000
	Use of initial payment due from any Swap Counterparty under the Swap Agreement and any Repo Counterparty under the Repo Agreement:	As per Base Prospectus
4	OPERATIONAL INFORMATION:	
	ISIN:	XS2066372850
	Common Code:	206637285
	FISN:	SPIRE/2 MTN 20301205
	CFI:	DTFXFB
	Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	Not Applicable
	Delivery:	Delivery against payment

AMENDMENTS AND SUPPLEMENTS TO THE TRANSACTION DOCUMENTS

Pursuant to the issue deed entered into between, amongst others, the Issuer and the Trustee, on or before the Issue Date, in respect of this Series, the following amendments have been made to the Transaction Documents.

1 Amendments and Supplements to the Master Swap Terms

1.1 The following elections shall apply (unless otherwise specified, section references are to sections in the ISDA Master Agreement and part and paragraph references are to parts and paragraphs in the ISDA Schedule):

1.1.1 For the purpose of Section 3(f) of the Agreement, Party A makes the following representations:

- (i) it is a “foreign person” (as that term is used in Section 1.6041-4(a)(4) of the United States Treasury Regulations) for United States federal income tax purposes; and
- (ii) it is a “non-US branch of a foreign person” (as that term is used in Section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for United States federal income tax purposes.

1.1.2 For the purpose of Section 4(a)(i) of the Agreement, each party agrees to deliver the following documents, as applicable:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party B	A correct, complete and executed U.S. Internal Revenue Service Form W-8BEN-E, or any successor thereto, together with appropriate attachments.	(i) Prior to the first scheduled payment date under this Agreement; (ii) promptly upon reasonable demand by Party A; and (iii) promptly upon learning that any such form, document or certificate previously provided by Party B has become obsolete or incorrect.
Party A and Party B	Any other form or document, accurately completed and in a manner reasonably satisfactory to the other party, that may be required or reasonably requested in order for such party to comply with information reporting requirements under applicable law.	Promptly upon the reasonable demand by the other party.

1.1.3 Party A is not a Multibranch Party.

1.1.4 Credit Support Document: Not Applicable.

1.1.5 Credit Support Provider: Not Applicable.

Part B – Credit Support Annex

1.2 The following elections shall apply (unless otherwise specified, paragraph references are to paragraphs in the Credit Support Annex):

1.2.1 The account details of Party A shall be separately provided by Party A to Party B from time to time.

1.2.2 The account details of Party B shall be:

CSA Cash Account (USD)

HSBC Bank USA, New York

Swift: MRMDUS33

For further credit to: HSBC Bank plc, London

Swift: MIDLGB22

Account Number: 000023868

For further credit to: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125

A/C No: 85108460

Ref: SPIRE Series 2019-125

XS2066372850

CSA Cash Account (EUR)

Correspondent Bank: HSBC France S.A.

Correspondent Bank Swift Code: CCFRFRPP

Beneficiary Bank: HSBC Bank plc, London

Beneficiary Bank Swift Code: MIDLGB22

For further credit to: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125

A/C No: 85108452

Ref: SPIRE Series 2019-125

XS2066372850

CSA Cash Account (JPY)

HSBC Bank, Tokyo

Swift: HSBCJPJT

For further credit to: HSBC Bank plc, London

Swift: MIDLGB22

Account Number: 009-000233-026

A/C of: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125

A/C No: 85108479

Ref: SPIRE Series 2019-125

XS2066372850

CSA Custody Account

HSBC Bank plc

A/C of: Single Platform Investment Repackaging Entity SA, acting in respect of its
Compartment 2019-125

A/C No: 354950

Ref: SPIRE Series 2019-125

XS2066372850

- 1.3** The definition of “EONIA” in paragraph 11(g)(i)(A) shall be deleted in its entirety and replaced with the following:

“**EONIA**” means, in respect of any day, the level of the euro overnight index average provided by the European Money Markets Institute as administrator of the benchmark (or a successor administrator) in respect of that day, if that day is a TARGET Business Day, or in respect of the TARGET Business Day immediately preceding that day, if that day is not a TARGET Business Day.”.

2 Amendments and Supplements to the Master Dealer Terms

The following elections shall apply:

- 2.1** For the purposes of Clause 17 (*Manufacturing Obligations*) of the Master Dealer Terms, the following shall apply:

“17 Manufacturing Obligations

On 3 January 2018, Directive 2014/65/EU (the “MiFID II Directive”) and Regulation 600/2014/EU on markets in financial instruments, including all implementing measures (together “**MiFID II**”) came into force introducing new rules as well as enhancements to current regulatory requirements. MiFID II, amongst other things, introduced obligations for firms that create, develop, issue and/or design financial instruments (the “Manufacturer Obligations”). Article 9 of Delegated Directive (EU) 2017/593 (the “MiFID II Delegated Directive”) lays down the specific Manufacturer Obligations.

The Dealer informs the Issuer, and the Issuer acknowledges, that, unless otherwise agreed in writing with the Issuer, the Dealer assumes responsibility for all Manufacturer Obligations for the Notes as follows. The Dealer, as the manufacturer, declares that it is subject to the obligations as set out in Articles 16(3) and 24(2) of MiFID II Directive, Article 9 of the MiFID II Delegated Directive and as further articulated in ESMA’s Final Report of 2 June 2017. Pursuant to this, the Dealer is required, at a time and in a format to be agreed between the Dealer and the distributors (if any) of the Notes (each, a “Distributor”), to provide each Distributor with (i) a potential target market assessment for the Notes; and (ii) any group(s) of clients for whose needs, characteristics and objectives the Notes are not compatible.”.

- 2.2** Clause 6.8 (*Prospectus*) shall be deleted in its entirety and replaced with the following:

“6.8 Prospectus:

- 6.8.1 the Prospectus contains all information with respect to the Issuer, the Notes and any related contract entered into by the Issuer that is material in the context of the issue and offering of the Notes (including all information required by applicable laws and the information that, according to the particular nature and circumstances of the Issuer and the Notes, is material to investors for making an informed assessment of the assets and liabilities, financial position, profits

and losses, and prospects of the Issuer, the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer);

- 6.8.2 the statements contained in it relating to the Issuer and SPIRE are in every material particular true and accurate and not misleading;
- 6.8.3 there are no other facts in relation to the Issuer or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and
- 6.8.4 all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements;”.

2.3 Clause 8.11 (*Passporting*) shall be amended by deleting the words “Article 18” and replacing them with the words “Article 25”.

2.4 Paragraph 4(i)(b) of Schedule 1 (*Selling Restrictions – Prohibition of Sales to Retail Investors*) shall be amended by deleting the words “Directive 2002/92/EC” and replacing them with the words “Directive (EU) 2016/97”.

3 Amendments and Supplements to the Master Collateral Sale Terms

3.1 The following elections shall apply:

3.1.1 “Original Collateral Sale Date” means 31 October 2019.

3.1.2 “Original Collateral Sale Price” means EUR 19,700,000.

4 Amendments and Supplements to the Master Definitions

4.1 Each reference to “Prospectus Directive” shall be deleted and replaced with a reference to “Prospectus Regulation”.

4.2 The definition of “Competent Authority” in Clause 1 (*Definitions*) shall be amended by replacing the words “Article 21(1)” with the words “Article 31(1)”.

4.3 The definition of “Final Terms” in Clause 1 (*Definitions*) shall be amended by deleting the words “Article 5.4 of” following the words “any final terms for the purposes of”.

4.4 The definition of “Prospectus Directive” in Clause 1 (*Definitions*) shall be deleted in its entirety and replaced with the following:

“**Prospectus Regulation**” means Regulation (EU) 2017/1129 of the European Parliament and of the Council.”.

5 Amendments and Supplements to the Programme Deed

5.1 Clause 6(i)(b) (*Undertakings to Programme Dealers*) shall be deleted in its entirety and replaced with the following:

“(b) SPIRE shall ensure that it prepares and publishes an amendment or supplement to the Base Prospectus if at any time during the duration of the Programme a significant new factor, material mistake or material inaccuracy arises or is noted relating to the information included in the Base Prospectus which may affect the assessment by investors of the assets and liabilities, financial position, profits and losses, and prospects of SPIRE, the rights attaching to the Notes and/or the reasons for the issuance and its impact on SPIRE; and”.

5.2 Clause 7 (*Listing*) shall be amended by deleting the words “Article 5(2) of” following the words “as a “base prospectus” for purposes of”.

6 Amendments and Supplements to all Transaction Documents

6.1 Each Transaction Document shall be amended such that (i) each reference therein to “article 98 of the Companies Act 1915” should be deleted and replaced with a reference to “article 470-21 of the Companies Act 1915” and (ii) each reference therein to “Prospectus Directive” should be deleted and replaced with a reference to “Prospectus Regulation”.

FORM OF CONFIRMATION OF SWAP TRANSACTION

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Swap Confirmation

Date: 31 October 2019

To: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125 (“**SPIRE**”)

From: Crédit Agricole Corporate and Investment Bank (“**CACIB**”)

Re: Swap Transaction relating to SPIRE Series 2019-125 EUR 19,700,000 Fixed to Floating Rate Secured Notes due 2030 (the “**Notes**”)

Dear Sirs,

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the Transaction entered into between us on the first day on which this Confirmation has been signed by both Party A and Party B (the “**Transaction**” and such date the “**Signing Date**”). This Confirmation constitutes a “Confirmation” as referred to in the ISDA 2002 Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the “**2006 Definitions**”), as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”), are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of and is subject to, the ISDA 2002 Master Agreement dated the Issue Date (the “**Agreement**”) entered into between CACIB (“**Party A**”) and SPIRE (“**Party B**”) in relation to the Notes. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Capitalised terms used but not defined herein will have the meanings given to such terms in the Conditions of the Notes. In this Confirmation, references to the “**Conditions**” have the meaning given in the terms and conditions of the Notes.

In the event of any inconsistency in defined terms, the term defined in the document appearing first in the following list shall govern: (1) the Conditions and (2) this Confirmation.

The terms of the Transaction to which this Confirmation relates are as follows:

1 General Terms

Trade Date:	8 October 2019
	Notwithstanding Section 3.7 of the 2006 Definitions, the parties agree that they have entered into the Transaction to which this Confirmation relates on the Signing Date.
Effective Date:	31 October 2019
Termination Date:	Maturity Date of the Notes
Calculation Agent:	CACIB
Business Days:	TARGET (unless otherwise specified)
Business Day Convention:	Modified Following Business Day Convention (unless otherwise specified)

2 Party A Floating Amounts

Floating Rate Payer:	Party A
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Party A Payment Date(s): Each Interest Payment Date on which an Interest Amount is due and payable to a holder in respect of the Notes.

Floating Amount: An amount equal to the aggregate of each Interest Amount that is payable by Party B on the Interest Payment Date to which the Party A Payment Date relates in respect of the Notes then outstanding.

3 Party B Floating Amounts

Floating Rate Payer: Party B

Party B Payment Date(s): Each date on which a scheduled payment of an interest amount is due to a holder of the Original Collateral in the period from and including the Effective Date to and including the Termination Date.

For the purposes of determining a Party B Payment Date and the corresponding Floating Amount, whether a payment date or amount is “scheduled” is to be determined by reference to the terms of the Original Collateral as at the Trade Date and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice or grace period in respect thereof. For the avoidance of doubt, a payment made in accordance with the application of any fallback following the occurrence of a disruption event in respect of a benchmark shall not constitute such a non-payment, deferral or adjustment.

Floating Amount: In respect of a Party B Payment Date, an amount equal to the aggregate scheduled interest amounts due on the Original Collateral that Party B has agreed to purchase on or around the Issue Date in respect of the Notes, in each case assuming no deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatever nature imposed by any authority of any jurisdiction.

4 Party A Interim Exchange Amounts

Party A hereby agrees to pay to Party B, on each periodic date agreed between the parties (each a “**Party A Interim Exchange Date**”), an amount agreed between the parties to be equal to the ongoing periodic Transaction Specific Costs of Party B in connection with the Notes (each a “**Party A Interim Exchange Amount**”).

5 Final Exchange

Party A Final Exchange Date: The Maturity Date.

Party A Final Exchange Amount: An amount equal to the aggregate of each Final Redemption Amount that is payable by Party B on the Maturity Date in respect of the Notes then outstanding.

Party B Final Exchange Date:

Each date on which a scheduled payment of principal is due to a holder of the Original Collateral in the period from and including the Effective Date to and including the Termination Date.

For the purposes of determining a Party B Final Exchange Date and the corresponding Party B Final Exchange Amount, whether a payment date or amount is "scheduled" is to be determined by reference to the terms of the Original Collateral as at the Trade Date and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice or grace period in respect thereof. For the avoidance of doubt, a payment made in accordance with the application of any fallback following the occurrence of a disruption event in respect of a benchmark shall not constitute such a non-payment, deferral or adjustment.

Party B Final Exchange Amount:

In respect of a Party B Final Exchange Date, an amount equal to any aggregate scheduled principal amounts due on the Original Collateral that Party B has agreed to purchase on or around the Issue Date in respect of the Notes, in each case assuming no deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatever nature imposed by any authority of any jurisdiction.

6 Termination Amounts

Where an Early Termination Amount is to be calculated in respect of this Transaction in accordance with Section 6 of the Agreement, notwithstanding any other provision of the Agreement, such calculation shall:

- (a) not take into account the related early redemption of the Notes in calculating the Floating Amounts or the Party A Final Exchange Amount;
- (b) take into account the Party A Interim Exchange Amounts up to and including the Early Termination Date, but shall not take into account any Party A Interim Exchange Amounts that may arise following the Early Termination Date;
- (c) assume that interest and principal, as applicable, will be payable in respect of the Notes until (and including) the Maturity Date of the Notes;
- (d) assume that scheduled interest and principal, as applicable, will be payable on the Collateral until the scheduled maturity date of the Collateral; and
- (e) not take into account any interest payable pursuant to Section 9(h)(ii)(1) of the Agreement in relation to any amount that would, but for Section 2(a)(iii), have become payable under this Transaction on or after an Early Redemption Trigger Date and on or prior to the Early Termination Date.

7 Account Details

EUR Account details of Party A:

TARGET2 Direct
RIB: 31489000100018461554147

(in respect of Floating Amounts and Party B Final Exchange Amount)

Swift Code: BSUIFRPP Direct
A/C of: Crédit Agricole Corporate and Investment Bank
A/C No: FR7631489000100018461554147
Ref: SPIRE Series 2019-125
XS2066372850

EUR Account details of Party B:

(in respect of Floating Amounts and Party A Final Exchange Amount)

Correspondent Bank: HSBC France S.A.
Correspondent Bank Swift Code: CCFRFRPP
Beneficiary Bank: HSBC Bank plc
Beneficiary Bank Swift Code: MIDLGB22
A/C of: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125
A/C No: 85110577
Ref: SPIRE Series 2019-125
XS2066372850

EUR Account details of Party B:

(in respect of Party A Interim Exchange Amounts)

Correspondent Bank: HSBC France S.A.
Correspondent Bank Swift Code: CCFRFRPP
Beneficiary Bank: HSBC Bank plc
Beneficiary Bank Swift Code: MIDLGB22
A/C of: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2019-125
A/C No: 85110373
Ref: SPIRE Series 2019-125
XS2066372850

This Confirmation and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us by facsimile.

Yours faithfully

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By:

Name:

Title:

Confirmed on the date first above written:

**SINGLE PLATFORM INVESTMENT REPACKAGING ENTITY SA, ACTING IN RESPECT OF ITS
COMPARTMENT 2019-125**

By:

Name:

DESCRIPTION OF THE SWAP COUNTERPARTY

Prospective purchasers of Notes should read the section of the Base Prospectus set out in page 195 of the Original Base Prospectus in conjunction with the below section which, for the purpose of this Series Prospectus only, shall replace the corresponding section set out in page 195 of the Original Base Prospectus titled "*Admission to trading of securities*".

Admission to trading of securities

Crédit Agricole Corporate and Investment Bank has securities admitted to trading on the regulated market of the Luxembourg Stock Exchange.

TAXATION

Prospective purchasers of Notes should read the corresponding section of the Base Prospectus set out in pages 224 to 228 of the Original Base Prospectus titled “*Taxation*” in conjunction with the below section, which shall, in respect of this Series only, replace the corresponding section set out in pages 224 and 225 of the Original Base Prospectus titled “*Taxation of the Issuer*”.

Taxation of the Issuer

SPIRE will be considered a fiscal resident of Luxembourg from a Luxembourg tax law perspective and should therefore be able to obtain a residence certificate from the Luxembourg tax authorities.

SPIRE will be liable for Luxembourg corporate taxes. The current standard combined applicable rate in the City of Luxembourg, including corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) and solidarity taxes, is 24.94 per cent. Liability for such corporate taxes extends to SPIRE’s worldwide profits including capital gains, subject to the provisions of any relevant double taxation treaty. The taxable income of SPIRE is computed by application of all rules of the Luxembourg income tax law of 4 December 1967, as amended (*loi concernant l’impôt sur le revenu*), as commented and currently applied by the Luxembourg tax authorities.

Under certain conditions, dividends received by SPIRE from qualifying participations and capital gains realised by SPIRE on the sale of qualifying participations may be exempt from Luxembourg corporate taxes under the Luxembourg participation exemption. SPIRE may further deduct from its taxable profits interest payments made to Noteholders.

A fixed registration duty (*droit fixe spécifique d’enregistrement*) of EUR 75 is payable at the moment of the amendment of the Articles. The transfer or sale of securities of the Issuer or SPIRE (as appropriate) will not be subject to Luxembourg registration or stamp duty.

SPIRE will be exempt from wealth tax (*impôt sur la fortune*), save for the minimum annual net wealth tax ranging between EUR 535 and EUR 32,100. SPIRE will be subject to a minimum annual net wealth tax of EUR 4,815 if the sum of the financial assets, the amounts owed by affiliated undertakings and undertakings linked by virtue of participating interest, the transferable securities, the cash in postal cheque accounts, the cheques for collection, the bills for collection, the cash in hand and the cash at bank of the company exceeds 90 per cent. of its total balance sheet total and EUR 350,000.

SUBSCRIPTION AND SALE

Prospective purchasers of Notes should read the corresponding section of the Base Prospectus set out in pages 229 to 233 of the Original Base Prospectus in conjunction with the below section, which shall, in respect of this Series only, replace the corresponding section set out in pages 231 to 232 of the Original Base Prospectus titled "*Prohibition of Sales to Retail Investors*".

Prohibition of Sales to Retail Investors

The Dealer for the relevant Tranche will represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor. For the purposes of this provision:

- (i) the expression "retail investor" means a person who is one (or more) of the following:
 - a. a "Retail client" as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**");
 - b. a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - c. not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"); and
- (ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

GENERAL INFORMATION

- 1 The issue of the Notes was authorised by a resolution of the Board on 29 October 2019.
- 2 Maples and Calder has been appointed by the Issuer to act as its listing agent in Ireland.
- 3 The base prospectus dated 3 April 2019 is available on the following website: <https://www.spiresea.com/media/1021/spire-base-prospectus-dated-03042019.pdf>.
- 4 The supplemental base prospectus dated 2 August 2019 forming part of the Base Prospectus is available on the following website: <https://www.spiresea.com/media/1025/spire-2019-supplemental-base-prospectus.pdf>.
- 5 The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg under Common Code 206637285. The International Securities Identification Number for the Notes is XS2066372850.
- 6 The Issuer does not intend to provide post-issuance information in relation to the Notes or the Collateral (as described in the Conditions of the Notes).
- 7 The website of the Issuer is <https://www.spiresea.com>.
- 8 Any websites included in the Base Prospectus or this Series Prospectus are for information purposes only and do not form part of the Base Prospectus or this Series Prospectus, unless incorporated by reference into the Base Prospectus or this Series Prospectus.
- 9 The Issuer has appointed Sanne Group (UK) Limited of 21 Palmer Street, London, SW1H 0AD to receive, for it and on its behalf, service of process in any proceedings relating to the Notes in England pursuant to an appointment letter dated on or around 31 October 2019.
- 10 SPIRE is not involved in any governmental, legal or arbitration proceedings that may have, or have had in the past 12 months, a significant effect on its financial position or profitability nor is SPIRE aware that any such proceedings are pending or threatened.
- 11 There has been no significant or material adverse change in the financial position or prospects of SPIRE since 31 December 2018 (such date being the date of SPIRE's latest audited financial statements).
- 12 For so long as any Notes remain outstanding, copies of the following documents can be found at <https://www.spiresea.com/documents>:
 - (a) up-to-date articles of association (*statuts*) of SPIRE dated 26 May 2016;
 - (b) the Master Trust Terms; and
 - (c) a list of the amendments, if any, made to the Master Trust Terms in respect of the Notes.

Issuer

**Single Platform Investment Repackaging Entity SA
(acting in respect of its Compartment 2019-125)**

51, avenue John F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

Trustee

HSBC Corporate Trustee Company (UK) Limited

8 Canada Square
London E14 5HQ
United Kingdom

Custodian and Issuing and Paying Agent

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

Calculation Agent, Dealer, Disposal Agent and Swap Counterparty

Crédit Agricole Corporate and Investment Bank

12, place des Etats-Unis
CS 70052
92547 Montrouge Cedex
France

Legal Advisers

*to the Dealer
in respect of English law*

Linklaters LLP

One Silk Street
London
EC2Y 8HQ
United Kingdom

*to the Issuer
in respect of Luxembourg law*

Allen & Overy SCS

inscrite au Barreau de Luxembourg

33 avenue John F. Kennedy
1855 Luxembourg
Grand Duchy of Luxembourg

Listing Agent

Maples and Calder

75 St. Stephen's Green
Dublin 2
Ireland

A40255749