

Base Prospectus dated 27 May, 2016.

In respect of an **Offering Programme**  
**of up to 252,000,000,000 (252 billion) Euros**  
**for the issuance of**  
**(ASSET BACKED) EXCHANGE TRADED INSTRUMENTS**

by

**iSTRUCTURE PCC PLC**

A PUBLIC LIMITED LIABILITY COMPANY INCORPORATED UNDER THE LAWS OF  
GIBRALTAR WITH COMPANY REGISTRATION NUMBER 114345

## IMPORTANT INFORMATION

This document constitutes a Base Prospectus within the terms of Directive 2003/71/EC of the European Parliament and of the Council on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (as amended by Directive 2010/73/EU of the European Parliament and of the Council and Commission).

This Base Prospectus contains information in respect of iStructure PCC plc (the “**Issuer**”) and it has been prepared in accordance with the requirements of Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (as amended by Directive 2010/73/EU of the European Parliament and of the Council and Commission delegated Regulation (EU) No. 486/2012 of 30 March 2012, Commission Delegated Regulation (EU) No. 862/2012 of 4 June, 2012, Commission Delegated Regulation (EU) No. 759/2013 of 30 April 2013 and Commission delegated Regulation (EU) No. 382/2014 of 7 March 2014).

This Base Prospectus is valid for one (1) year and may be supplemented from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

This Base Prospectus relates to an offering programme (the “**Programme**”) of the Issuer for the issue of asset backed securities (the “**Securities**”) over the course of and in the context of securitisation transactions to be undertaken by the Issuer as the same are defined 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.

This Base Prospectus contains all information which is necessary to enable Investors to make an informed decision regarding the financial position and prospects of the Issuer and the rights attaching to the Securities. Some of this information is incorporated by reference from other publicly available documents and some of this information is completed in an issue-specific document called the “**Final Terms**”. You should read the documents incorporated by reference, as well as the Final Terms in respect of such Securities, together with this Base Prospectus. Documents will be made available at the registered office of the Issuer and at <http://www.argentarius-group.com>.

Certain information regarding the Collateral and the Collateral Obligors is contained in this Base Prospectus. Such information has been extracted from information published by the relevant Collateral Obligor, as applicable. The Issuer confirms that such information has been accurately reproduced and, 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 other information contained in this Base Prospectus has been sourced from a third party.

The Issuer has obtained all necessary consents, approvals and authorisations (if any) which are necessary in Gibraltar as at the date of this Base Prospectus in connection with the issue of the Securities. The establishment of the Programme was authorised by a resolution of the Directors approved on 27 May, 2016. The issue of this Base Prospectus was authorised by a resolution of the Directors approved on 27 May, 2016.

The contractual terms of any particular issuance of Securities will be comprised of the terms and conditions set out in this Base Prospectus in the section entitled “**General Terms & Conditions**” (the “**General Conditions**”) as completed by a separate Final Terms document, which is specific to that issuance of Securities. Wherever the General Conditions provide optional provisions, the Final Terms will specify which of those provisions apply to a specific issuance of Securities.

The Final Terms shall be prepared in terms and for the purposes of Article 5(4) of the abovementioned Directive 2003/71/EC. The Final Terms shall take the form and shall contain the information reproduced in Annex II of this Base Prospectus. **In order to get full information as regards any issue of Securities by the Issuer, both the Base Prospectus and the relevant Final Terms must be read in conjunction.**

The Issuer accepts responsibility for the information contained in this Base Prospectus and any Final Terms. The Issuer confirms that, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus and any Final Terms is in accordance with the facts and contains no omission likely to affect the import of such information.

The Issuer does not accept responsibility for any information not contained in this Base Prospectus or any Final Terms.

Neither this Base Prospectus nor any Final Terms is or purports to represent investment advice.

**The amount payable or deliverable on redemption of the Securities may be less than the original invested amount (and in some cases may be zero) in which case investors may lose some or all of their original investment. If the Issuer becomes insolvent, bankrupt, or otherwise defaults in making any payment on the Securities, investors will lose some or all of their original investment. Investing in the Securities involves certain risks and investors should fully understand these before they invest. See the section entitled "Risk Factors" herein for an elaboration of certain factors to be considered in connection with an investment in the Securities.**

Unless otherwise specifically provided in the relevant Final Terms, no Broker, dealer, salesman or other person has been authorised by the Issuer to publish or issue any advertisement or to give any information or to make any representations in connection with the sale of the Securities. Any such information given or representation made must not be relied upon as having been authorised by the Issuer.

This Base Prospectus has been submitted to, and approved by, the Gibraltar Financial Services Commission (the "FSC", in its capacity as the competent authority in terms and for the purposes of the Prospectus Directive) as a base prospectus issued in compliance with the Prospectus Directive for the purpose of giving information with regard to the issue of Securities under the Programme on, and during the period of twelve (12) months after, the date hereof.

The contents of this Base Prospectus have not been reviewed or approved by any regulatory authority other than the FSC.

This Base Prospectus does not constitute and may not be used for purposes of an offer or invitation to subscribe for the Securities by any person in any jurisdiction: (i) in which such offer or invitation is not authorised; or (ii) in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or invitation.

It is the responsibility of any person in possession of this Base Prospectus or any document issued in connection herewith to inform themselves of, and to observe and comply with all applicable laws and regulations of any relevant jurisdiction. Prospective Investors should inform themselves as to the legal requirements of applying for any such Securities and any applicable exchange control restrictions or requirements and taxes in their country of residence, domicile and/or nationality.

The Securities have not been and will not be approved by the US Securities and Exchange Commission, any State securities commission in the US or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Securities or the accuracy or adequacy hereof. Any representation to the contrary is a criminal offence in the United States.

The US Foreign Account Tax Compliance Act, 2010 (“**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 Securities.

**Statements made in this Base Prospectus are, except where otherwise stated, based on the law and practice currently in force in Gibraltar and are subject to changes therein.**

Neither the delivery of this Base Prospectus or any Final Terms, nor any sale of Securities pursuant thereto shall create any impression that information therein relating to the Issuer is correct at any time subsequent to the date thereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same (the foregoing being without prejudice to the Issuer's obligations under applicable rules and regulations).

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus and which is capable of affecting any prospective Investor's assessment of the Securities, prepare a supplement to this Base Prospectus in accordance with Article 16 of the Prospectus Directive or publish a new Base Prospectus for use in connection with any subsequent issue of Securities.

All and any advisors to the Issuer have acted and are acting exclusively for the Issuer in relation to this Base Prospectus and any Final Terms, and such advisors have no contractual, fiduciary or other obligation or responsibility towards any Investor or any other person generally and will accordingly not be responsible to any Investor or any other person whomsoever in relation to any transactions contemplated or proposed in this Base Prospectus and any Final Terms.

All capitalised terms used will be defined in this Base Prospectus or the Final Terms.

## **GENERAL DESCRIPTION OF THE PROGRAMME**

### **ISSUER**

iStructure PCC plc

The Issuer was established as a special purpose vehicle for the purpose of issuing asset backed securities in the context of Securitisation Transactions.

The Issuer does not currently require a domestic license or other authorisation to conduct business as a securitisation vehicle in or from Gibraltar.

### **SECURITIES**

The Securities will be issued in one or more Series of asset backed Exchange Traded Instrument certificates. The Securities constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally amongst themselves.

The value or yield of Securities issued in any Series shall be linked to the securitized Collateral comprised in a specific and segregated Cell. The Securities 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 in the Cell. The Securities shall represent debt obligations incumbent upon the Issuer. **Payment of principal under the Securities would be subject to the Issuer having**

**received payments from the Collateral comprised in the relevant Cell.**

The Securities are not insured or guaranteed by any government or government agency.

<b>ISSUE PRICE</b>	The Issue Price shall be fixed in the Final Terms but shall not be less than €1,000 per Security, or its equivalent in any other currency as shall be specified in the relevant Final Terms.
<b>LOCK-IN PERIOD (IF ANY)</b>	The Lock-In Period, if any, shall be fixed in the Final Terms.
<b>CURRENCY</b>	Subject to compliance with all applicable laws and regulations, Securities may be issued in any currency as shall be specified in the relevant Final Terms.
<b>LISTING</b>	Application shall be made to admit the Securities for listing on the GSX.  Application may also be made to admit the Securities for listing on any other Regulated Market and/or a Multilateral Trading Facility as shall be specified in the relevant Final Terms.
<b>ARRANGER</b>	Argentarius ETI Management Ltd.
<b>CALCULATION AGENT</b>	Argentarius ETI Management Ltd.
<b>PAYING AGENT</b>	To be identified in the Final Terms.
<b>SELLING RESTRICTIONS</b>	The offer and sale of Securities may be restricted in certain jurisdictions.
<b>GOVERNING LAW</b>	The Issuer shall be subject to the applicable Gibraltar law.  All Securities issued under this Base Prospectus shall be governed by the laws of Malta, Luxembourg, or the United Kingdom as shall be specified in the Final Terms.
<b>GSX</b>	The Gibraltar Stock Exchange.

## SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These Elements are numbered in Sections A – E (A.1– E.7) of Annex XXII of the Prospectus Regulation. This summary ("**Summary**") contains all the Elements required in light of the nature of the Issuer and the Securities – but not all Elements enumerated in Annex XXII of the Prospectus Regulation. As such, there are gaps in the numbering sequence of the Elements herein in view that some Elements fall outside the scope of this Base Prospectus. In addition, when information in respect of an Element is required herein but no such information is applicable in the given circumstances, the relevant Element shall be designated 'Not Applicable'.

This Summary should be read in conjunction with the summary of each individual issue of Securities as shall be annexed to the relevant Final Terms in respect of such Securities.

	<b>SECTION A – INTRODUCTION AND WARNINGS</b>
<b>A.1</b>	<p>Prospective Investors are hereby warned that:</p> <ul style="list-style-type: none"><li>(i) this Summary is being provided to convey the essential characteristics and risks associated with the Issuer and the Securities being offered in terms of the Base Prospectus. This part is merely a summary and therefore should only be read as an introduction to the Base Prospectus. It is not and does not purport to be exhaustive and prospective Investors are warned that they should not rely on the information contained in this Summary in making a decision as to whether to invest in Securities.</li><li>(ii) any decision to invest in Securities should be based on consideration by a prospective Investor of the Base Prospectus and the relevant Final Terms as a whole;</li><li>(iii) where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff Investor might, under the national legislation of the relevant EU Member State, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated; and</li><li>(iv) civil liability attaches only to those persons who have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid prospective Investors when considering whether to invest in such securities.</li></ul>
<b>A.2</b>	<p>Prospective Investors are hereby informed that:</p> <ul style="list-style-type: none"><li>(i) for the purposes of any subscription for Securities through any financial intermediary authorised as such in terms of applicable law in Gibraltar and/or any Member State of the EU, and any subsequent resale, placement or other offering of Securities by any such financial intermediary in circumstances where there is no exemption from the requirement to publish a prospectus</li></ul>

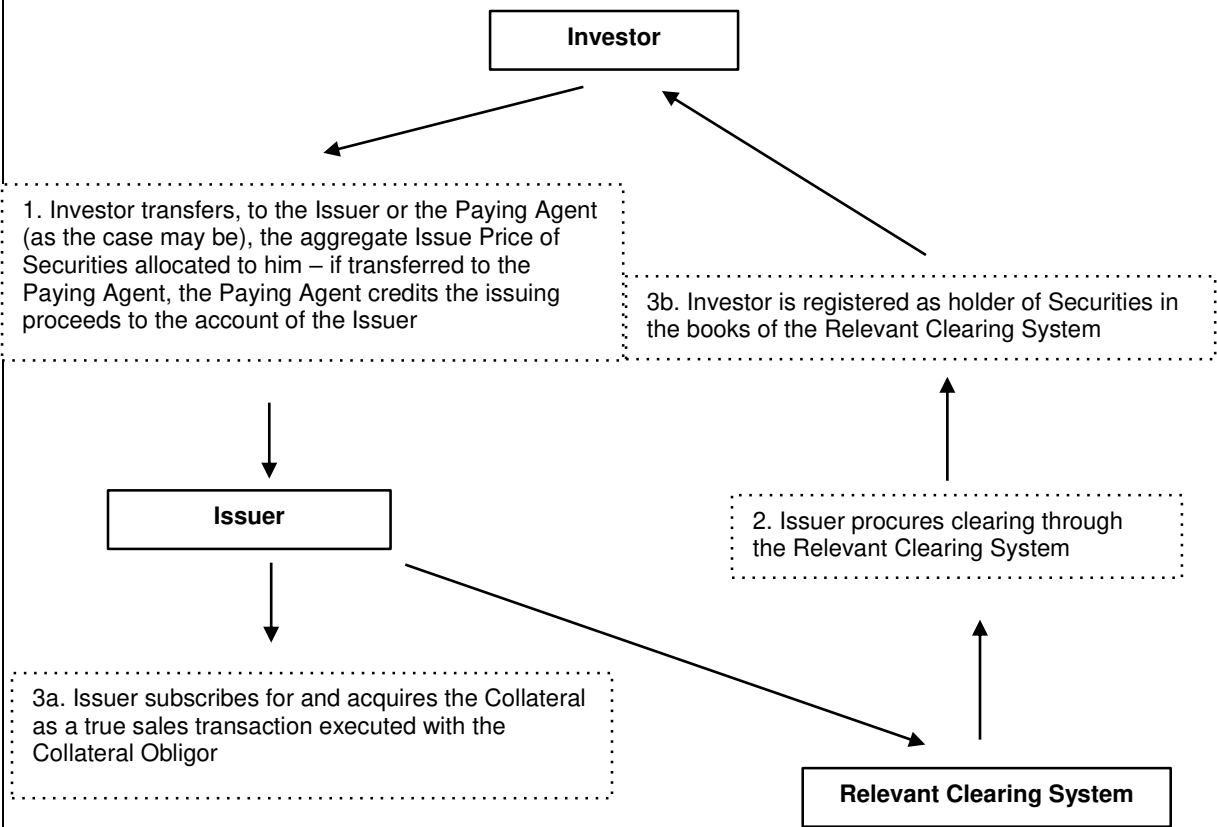
	<p>under the Prospectus Directive, the Issuer consents to the use of this Base Prospectus and the relevant Final Terms (and accepts responsibility for the information contained therein) with respect to any such subsequent resale or placement or other offering of Securities, provided this is limited only:</p> <p>(a) in respect of Securities subscribed for through any such authorised financial intermediary during the Offering Period;</p> <p>(b) to any resale or placement of Securities subscribed for as aforesaid.</p> <p>(ii) <b>In the event of a resale, placement or other offering of Securities by any authorised financial intermediary, the said intermediary shall be responsible to provide information to prospective Investors on the terms and conditions of the resale, placement or other offering at the time such resale, placement or other offering is made.</b></p>
	<b>SECTION B – ISSUER AND COLLATERAL OBLIGOR</b>
<b>B.1</b>	The Issuer's legal and commercial name is: iStructure PCC plc.
<b>B.2</b>	The Issuer was incorporated in Gibraltar on 19 April, 2016, as a protected cell company pursuant to the Protected Cell Companies Act in the form of a public limited liability company in terms of the Companies Act, with registration number 114345. The Issuer is domiciled in Gibraltar.
<b>B.16</b>	The authorised share capital of the Issuer is divided into 20,500 ordinary shares having a nominal value of GBP1 each. The issued share capital of the Issuer consists of 1 ordinary share having a nominal value of GBP1. The Issuer is constituted as an orphan vehicle such that the only ordinary share currently in issue in the capital of the Issuer is held by SOLV International Ltd. as trustee under charitable trusts.
<b>B.20</b>	The Issuer was established as a special purpose vehicle for the purpose of issuing asset backed securities for Securitisation Transactions.
<b>B.21</b>	<p>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.</p> <p>The main business focus of the Issuer is to issue financial instruments in the form of asset backed securities marked 'Exchange Traded Instrument' whose value or yield is linked to specific Cells.</p> <p>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 European Investment Fund, the Federal Republic of Germany, or the Maltese Collateral Obligor, as specified in the relevant Final Terms. None of the Collateral Obligors are owned or controlled, whether directly or indirectly, by the Issuer.</p>

	<p>The directors of the Issuer are also appointed as directors by the Collateral Obligor. The Maltese Collateral Obligor is a subsidiary of Argentarius Securitisations Holding Establishment, a company registered in Liechtenstein with registration number FL-0002.464.557-5, which in turn holds all the voting and participating shares in Argentarius ETI Management Ltd.</p>
<b>B.22</b>	<p>The Issuer has not commenced operations and no financial statements have been made up as at the date of this Base Prospectus.</p>
<b>B.23</b>	<p><i>Not Applicable</i> – The Issuer has not commenced operations and no financial statements have been made up as at the date of this Base Prospectus.</p>
<b>B.24</b>	<p><i>Not Applicable</i> – There has been no material adverse change in the financial position or prospects of the Issuer since the date of its incorporation.</p>
<b>B.25</b>	<p>Collateral may comprise cash and debt instruments issued by a Collateral Obligor, whether traded on a Regulated Market or otherwise. Collateral shall not comprise equity securities, units or shares in collective investment schemes, loans, credit agreements or real estate.</p> <p>The Collateral has characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Securities.</p> <p>The Maltese Collateral Obligor is constituted as a securitisation vehicle for the purpose of issuing Securitisation Bonds in the course of Securitisation Transactions.</p> <p>The object of the European Investment Bank is to be the EU's project financing arm. It is fully owned and unconditionally supported by the 28 EU Member States and operates as an autonomous institution on a self-sustaining, non-profit maximising basis. The Federal Republic of Germany is a sovereign country located in west-central Europe with Denmark bordering to the north, Poland and the Czech Republic to the east, Austria and Switzerland to the south, France and Luxembourg to the southwest, and Belgium and the Netherlands to the northwest.</p> <p>The Issuer will use all the Aggregate Nominal Amount to subscribe for the Collateral comprised in the relevant Cell such that the level of collateralisation in each Cell shall be approximately 100%.</p>
<b>B.26</b>	<p><i>Not Applicable</i> – The Collateral shall be comprised exclusively of cash and debt instruments issued by a Collateral Obligor such that the Securities shall not be backed by an actively managed pool of assets.</p>
<b>B.27</b>	<p><i>Not Applicable</i> – The Issuer shall not issue further Securities in a Series linked to a Cell backed by the same Collateral. However, the Issuer may issue new Securities to finance the acquisition of additional Collateral allocated to a Cell.</p>
<b>B.28</b>	<p>Each Series of Securities shall be issued in the context of a Securitisation Transaction to finance the acquisition by the Issuer of Collateral which shall be comprised in a specific and segregated Cell.</p>



	<p>Applications to subscribe for Securities may be made prior to the lapse of the Offering Period.</p> <p>Clearing shall be done by and through the Relevant Clearing System.</p> <p>The Securities are not underwritten by any person and no entity has agreed to place the Securities without a firm commitment or under 'best efforts' arrangements.</p> <p>The money raised by the Issuer from the initial sale of the Securities in a Series shall, as soon as is reasonably practicable, be applied by the Issuer to purchase the Collateral linked to the relevant Cell, after deduction of the costs of the issue and the Issuer's (<i>pro rata</i>) general administrative costs and initial fees payable to Agents and the Relevant Clearing System, for such Series – the net amount being the Aggregate Nominal Amount. Such purchase shall be made directly from any one or more Collateral Obligor/s as shall be specified in the Final Terms.</p> <p>The Collateral shall be exclusively allocated to the relevant Cell established by the Directors in respect of the Securities and will be kept separate from the other assets of the Issuer.</p> <p>The value or yield of Securities in a Series shall be linked to the securitized Collateral comprised in a specific and segregated Cell.</p> <p>The Securities 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 comprised in the relevant Cell.</p> <p>The Securities shall represent debt obligations incumbent upon the Issuer.</p> <p>The Securities are asset backed securities in terms and for the purposes of the Listing Rules and the Prospectus Directive insofar as they represent a real interest in the Collateral actually acquired and held by the Issuer in the course of a Securitisation Transaction. The payment of principal under the Securities would be subject to the Issuer having received payments and/or realisation proceeds from the Collateral comprised in the relevant Cell.</p> <p><b><i>Each Cell shall be maintained by the Issuer as a separate, distinct and segregated Cell linked to the Series of Securities issued for the purposes of securitising the Collateral comprised in that Cell.</i></b></p> <p>The Issuer shall not procure any insurance in connection with the Collateral. Nor shall the Issuer make any provision to cover principal shortfall risks.</p>
<p><b>B.29</b></p>	<p>Pursuant to an application for Securities by a prospective Investor, the said Investor shall transfer funds in settlement of the aggregate Issue Price of the Securities allocated to him within three (3) Business Days from the date on which such allocation is notified to him.</p> <p>The Issuer thereafter, and as soon as is reasonably practicable, shall subscribe for the Collateral by virtue of a true sale transaction and shall accordingly acquire the Collateral directly from the Collateral Obligor against cash consideration.</p>

**CASH FLOW MODEL: CREATION OF SECURITIES**



The Issuer shall not seek to secure any credit enhancements or liquidity supports.

**B.30**

**[Name of Collateral Obligor:** [European Investment Bank] [Federal Republic of Germany]

**Registered Address:** [●]

**Country of Incorporation:** [●]

**General Description of the Collateral Obligor:** [●]

**[Legal & Commercial Name of Maltese Collateral Obligor:** [●]

**Place of Registration:** [●]

**Registration Number:** [●]

**Date of Incorporation:** [●]

**Length of Life of the Collateral Obligor:** [●]

**Domicile:** [●]

**Legal form:** [●]

**Operating under the laws of:** [●]

**Registered Office:** [●]

**Principal Place of Business:** [●]

**Telephone:** [●]

**Auditor:** [●]

	<b>Directors &amp; Business Addresses:</b> [●] <b>Shareholders &amp; Business Addresses:</b> [●]
	<b>SECTION C – SECURITIES</b>
<b>C.1</b>	<p>The Securities shall be issued in the context of a Securitisation Transaction to finance the acquisition by the Issuer of Collateral which shall be comprised in Cell [●], hereinafter referred to in this Section C as the "Cell".</p> <p>[The Securities will be issued in registered form and no certificates shall be delivered to Investors. The Securities shall be and remain dematerialised] [The Securities will be issued in bearer form and shall be deposited as variable global certificates representing up to [●] units with and held with the Relevant Clearing System.]</p> <p>ISIN: [●]</p>
<b>C.2</b>	The Securities are denominated in [●] ([●]).
<b>C.5</b>	<p>Transfers of Securities may only be effected through the Relevant Clearing System in accordance with the Relevant Clearing Rules. Title to Securities will pass upon registration of the transfer in the books of the Relevant Clearing System.</p> <p>[Transactions in the Securities will be transferable only in a number not being less than the Minimum Tradable Amount.] [Transactions in the Securities shall not be subject to a Minimum Tradable Amount.]</p>
<b>C.8</b>	<p>The Securities shall constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves and with all other outstanding unsecured and unsubordinated obligations of the Issuer with respect to the Collateral comprised in the Cell, unless mandatory legal provisions require otherwise.</p> <p>The Securities give each Investor the right to receive a potential return (that is, the Redemption Amount) on the Securities 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 Securities should the Issuer call a meeting of Investors for the purposes.</p> <p>The Securities shall have a value or yield which is linked to the securitized Collateral comprised in the Cell. Such value or yield shall be calculated and published by the Calculation Agent on or as soon as is reasonably practicable subsequent to a Redemption Valuation Day.</p> <p>[The Securities do not bear interest] [Coupon payments shall be made on the Securities as follows – [●]]</p>
<b>C.11</b>	Application shall be made for the Securities to be admitted to trading on the GSX. The GSX is a

	Regulated Market.
<b>C.12</b>	The minimum denomination of the Securities shall be [●].
<b>C.15</b>	<p>The value or yield of the Securities shall be linked to the securitized Collateral comprised in the Cell. The Securities 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 Securities is subject to the Issuer having received payments and/or realisation proceeds from the Collateral comprised in the Cell.</p> <p><b>If the Issuer is not able to redeem or realise the Collateral, the Issuer may be unable to redeem the linked Securities. If the Collateral comprised in the Cell 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.</b></p> <p><b>Should the value of the Collateral decline, the Securities would decline in value and an Investor should be prepared to sustain a total loss of his investment in the Securities.</b></p>
<b>C.16</b>	<i>Not Applicable</i> – The Securities are constituted for an unlimited duration but may be redeemed by the Investor by submitting a Redemption Notice to the Issuer, the Calculation Agent and the Paying Agent (if appointed) at least 1 Business Day prior to the commencement of the Redemption Notice Period. The Securities may be redeemed by the Issuer provided that Investors are notified as prescribed.
<b>C.17</b>	<p>On or as soon as is reasonably practicable subsequent to a Redemption Valuation Day, the Calculation Agent shall calculate the Redemption Amount and shall publish the same on <a href="http://www.argentarius-group.com">www.argentarius-group.com</a> and in accordance with the rules and regulations of the GSX.</p> <p>The Redemption Amount shall be determined by the Calculation Agent by reference to such factors as the Calculation Agent considers in good faith to be appropriate including, without limitation:</p> <ul style="list-style-type: none"> <li>(i) market prices or values for the assets representing the Collateral comprised in the Cell and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the time;</li> <li>(ii) internal pricing models; and</li> <li>(iii) 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 the Cell and/or the redemption of the Securities.</li> </ul> <p>The calculations are (in the absence of manifest error) final and binding upon all parties.</p> <p>The Redemption Amount ultimately payable to Investors pursuant to the redemption of Securities shall not be subject to amortisation.</p>
<b>C.18</b>	The Redemption Amount will be paid on the Repayment Day.

	<p>Once sufficient proceeds are received as aforesaid, the [Issuer] [Paying Agent] will arrange for the transfer and payment, through the Relevant Clearing System, of the Redemption Amount to the account of the Investor.</p> <p>[Payments of the Redemption Amount will be made against and subject to the presentation and surrender (or, in the case of part payment, endorsement) of the relevant bearer instruments representing the redeemed Securities at the specified office of the [Issuer] [Paying Agent].]  [Payments of the Redemption Amount will be made to the person appearing entitled thereto in the books of the Relevant Clearing System.]</p>
<p><b>C.19</b></p>	<p>[Collateral issued by the Maltese Collateral Obligor shall be realised at an exercise price determined as follows:</p> $\text{exercise price} = \frac{\text{Underlying}(t) * \text{Marginfactor}(t)}{\text{Underlying}(t_0)} * \text{Denomination}$ <p><b>Underlying(t):</b> Value of the assets underlying the Collateral as at Valuation Date;  <b>Underlying(t<sub>0</sub>):</b> Value of the assets underlying the Collateral as at Initial Valuation Date;  <b>Valuation Date:</b> [●];  <b>Initial Valuation Date:</b> The first Valuation Date following the Issue Date;  <b>Issue Date:</b> [●];  <b>Denomination:</b> [●];  <b>Marginfactor(t):</b> A number starting at one and decreasing by up to 0.5% per month to ensure a margin for the Maltese Collateral Obligor earned by entering into the relevant securitisation transaction.]</p> <p>[Collateral issued by the [European Investment Bank] [Federal Republic of Germany] shall be realised at the price quoted on the regulated market of the Frankfurt Exchange.]</p>
<p><b>C.20</b></p>	<p>The Collateral shall be comprised of [Securitisation Bonds] [Instruments] issued by the [European Investment Bank] [Federal Republic of Germany] [Maltese Collateral Obligor] and having ISIN [●]. The Collateral 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 Securities but prior to the Issuer's acquisition of the Collateral) 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 securities having a maturity of less than one (1) year and principal protection.</p> <p>[Information on the Securitisation Bonds is disclosed in Annex A of the Final Terms.] [Information on the Instruments is disclosed in the relevant offering document issued by the [European Investment Bank] [Federal Republic of Germany] in respect of the Instruments.]</p>
	<p><b>SECTION D – RISKS</b></p>
	<p><b>An investment in Securities involves certain risks. Prospective Investors should carefully</b></p>

	<p>consider, with their own independent financial and other professional advisors, the following risk factors and other investment considerations as well as all the other information contained in the Prospectus before deciding to acquire Securities. Prospective Investors should ensure that they fully understand the nature of the Securities as well as the extent of their exposure to risks associated with an investment in the Securities – including a risk of loss of part or all their investment.</p> <p>The risk factors set out below are a summary of the principal risks associated with an investment in Securities – there may be other risks which are not mentioned in this Summary.</p> <p>The following is a summary of the principal risks:</p>
D.2	<p>Key information on the key risks that are specific to the Issuer:</p> <ul style="list-style-type: none"> <li>(i) The Issuer is not currently required to be licenced or authorised by any regulatory authority to conduct business as a securitisation vehicle in or from Gibraltar.</li> <li>(ii) The Issuer shall segregate securitised assets into Cells. Such assets comprised in a Cell would, in principle, be available only to satisfy the rights of persons holding Securities issued by the Issuer and linked to that Cell and the rights of creditors whose claims have arisen at the occasion of the constitution, the operation or the liquidation of that Cell.</li> <li>(iii) The Issuer was incorporated on 19 April, 2016, and does not have any established track record which could be utilised as a basis for evaluating its potential performance.</li> <li>(iv) The Directors will make all decisions regarding the general management of the Issuer such that the success of an Investor’s investment in Securities depends largely upon the ability of the Directors and the Directors shall have no personal liability to Investors for the return of any capital invested – albeit subject to the Directors’ fiduciary responsibilities to the Issuer. Investors have no right or power to take part in the management of the Issuer.</li> <li>(v) The Issuer’s non-compliance with applicable legislation and regulations could lead to fines, public reprimands, damage to reputation, enforced suspension of operations or, in extreme cases, withdrawal of authorisation to operate.</li> <li>(vi) The Issuer is subject to the risk of the failure or default of the Collateral Obligor or any other counterparty, obligor or originator issuing or transferring assets securitised by the Issuer and allocated in any Cell.</li> <li>(vii) The Issuer is structured to be an insolvency-remote (but not insolvency-proof) vehicle and will accordingly seek to contract only with parties who agree not to make any application for the commencement of winding-up, liquidation or bankruptcy or similar proceedings against the Issuer. 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 any such application made by a third party, such Investor will <i>ipso jure</i> lose all rights under the Securities.</li> <li>(viii) The Issuer is subject to certain risks inherent in the economy in general and which are</li> </ul>

	<p>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.</p> <p>(ix) Any tax withheld on payments to the Issuer in respect of the Collateral may have a material bearing on the Issuer's capacity to honour its commitments in respect of the Securities.</p>
D.6	<p><b>Key information on the key risks that are specific to the Securities:</b></p> <p>(i) The rights of Investors holding Securities in any Series to participate in the assets of the Issuer is limited to the Collateral comprised in the Cell relating to that Series. Any payment by the Issuer in respect of the Securities 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) held in the Cell relating to the said Securities and acquired by the Issuer with the proceeds of issue of the said Securities. The terms governing the Securities do not provide for full repayment of the Issue Price upon redemption of the Securities. If payments received by the Issuer in respect of the Collateral are not sufficient to make all payments due in respect of the Securities, the obligations of the Issuer in respect of the Securities will be limited to such Collateral and the income or proceeds derived or realised by the Issuer therefrom.</p> <p><b>In the event of any shortfall:</b></p> <p>(a) 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 Cell relating to Securities issued in any other Series, will not be available for payment of such shortfall;</p> <p>(b) all claims in respect of such shortfall shall be extinguished; and</p> <p>(c) the Investors and any counterparty of the Issuer in respect of such Securities shall have no further claim against the Issuer or in respect of such unpaid amounts.</p> <p>(ii) The Collateral may be comprised of Securitisation Bonds issued by the Maltese Collateral Obligor. Such bonds do not offer a principal protection but would be redeemed at a predetermined price linked to the performance of underlying assets held by the Maltese Collateral Obligor. Any underlying assets may be unpredictable and volatile and the Maltese Collateral Obligor does not guarantee that any changes will be beneficial to the Issuer as holder of the Securitisation Bonds. As a result, the Issuer may receive less than the amount initially invested in the Collateral or even zero.</p> <p>(iii) There is currently no market for the Securities and, notwithstanding that the Securities shall be admitted to trading at the GSX and any other Regulated Market or Multilateral Trading Facility (as the case may be), there can be no assurance that any secondary market for the Securities 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 the Securities.</p> <p>(iv) The Directors may suspend the right of any Investors to require redemption of Securities in such circumstances as the Directors may, in their exclusive discretion, deem appropriate. No redemption of Securities shall take place for the duration of any period during which the redemption of such Securities is suspended.</p> <p>(v) If securities with characteristics equivalent to the Securities or linked to similar</p>

underlying collateral are subsequently issued, either by the Issuer or another issuer, the increased supply of such identical or similar Securities may cause the price at which the Securities trade in the secondary market to decline.

- (vi) The Issuer reserves the right to withdraw the offer of Securities for reasons beyond its control, such as adverse events regarding the financial or commercial position of the Issuer or the Collateral Obligor.
- (vii) The terms governing the Securities may be amended by the Issuer in certain circumstances without the consent of the Investors and in certain other circumstances, with the required consent of a defined majority of the Investors.
- (viii) Certain Issuer-specific or external events may have an impact on the Securities or on their redemption, including, an event affecting the Issuer's ability to fulfil its obligations under the Securities or a disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of the Collateral or a determination by the Issuer that the performance of any of its absolute or contingent obligations under the Securities has become illegal, in whole or in part, for any reason.
- (ix) Investors may require the redemption of their Securities on an event of default by the Issuer but the amount received by Investors in such circumstances may be less than their initial investment and could be zero.
- (x) The Issuer may deduct, from the Redemption Amount, an amount in respect of any costs, losses and expenses incurred (or expected to be incurred) by or on behalf of the Issuer in connection with the realisation of the Collateral and/or the redemption of the Securities.
- (xi) Any determination made by the Issuer or 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.
- (xii) An investment in the Securities may involve exchange rate risks; for example, the Securities may be denominated in a currency other than the currency of an Investor's home jurisdiction; and/or the Securities may be denominated in a currency other than the currency in which an Investor may wish to receive funds.
- (xiii) The market value of the Securities depends primarily on the level and the volatility of the Collateral. The market value of the Securities can fall below the Specified Denomination and Issue Price.
- (xiv) The Collateral will not be held by the Issuer for the benefit of the Investors 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 any distributions in respect of the relevant underlying assets. In addition, Investors will have no claim against the Collateral Obligor in relation to any asset representing the Collateral. The Collateral Obligor has no obligation to act in the interests of Investors.
- (xv) If the Collateral Obligor defaults on payment, the Issuer will have no other assets with which to meet its obligations to the Investors and the Issuer may have to sell the Collateral at its market price at that time.
- (xvi) Investors intending to purchase Securities to hedge against the market risk associated



	<p>with investing in a product linked to the performance of the Collateral should recognise the complexities of utilising Securities in this manner.</p> <p>(xvii) The price and value of the Collateral may be influenced by the political, financial and economic stability of the jurisdiction in which the relevant Collateral Obligor is incorporated or otherwise established.</p> <p>(xviii) If the Issuer is not able to redeem or realise the Collateral, the Issuer will be unable to redeem the Securities.</p> <p>(xix) Certain information regarding the Collateral and the Collateral Obligors is contained in this Base Prospectus. Such information has been extracted from information published by the relevant Collateral Obligor. The Issuer confirms that such information has been accurately reproduced. No further or other responsibility in respect of such information is accepted by the Issuer. The Issuer has not separately verified such information. Potential Investors should conduct their own investigations and, in deciding whether or not to purchase Securities, should form their own views on the creditworthiness of the relevant Collateral Obligor based on such investigations and not in reliance on any information given in this Prospectus.</p> <p>(xx) Investors may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Securities are acquired or transferred. Investors will not receive grossed-up amounts to compensate for any withholding or other tax or duties suffered.</p> <p>(xxi) The FATCA is particularly complex. An Investor should consult his own tax adviser to obtain a more detailed explanation of FATCA and to learn how this legislation might affect him in his particular circumstance, including how FATCA may apply to payments received under the Securities.</p> <p>(xxii) No person (including the Issuer) has or assumes responsibility for the lawfulness of the acquisition of Securities by a prospective Investor.</p> <p>(xxiii) The Issuer is a protected cell company incorporated in the form of a public limited liability company under Gibraltar law. The terms governing the Securities are binding on the Issuer and the Investors and are valid as against third parties in the event of the liquidation of a Cell, 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 terms governing the Securities.</p> <p><b>THE TERMS GOVERNING THE SECURITIES DO NOT PROVIDE FOR FULL REPAYMENT OF THE ISSUE PRICE UPON REDEMPTION OF THE SECURITIES SUCH THAT INVESTORS MAY LOSE THE VALUE OF THEIR ENTIRE INVESTMENT OR PART OF IT, AS THE CASE MAY BE.</b></p>
	<p><b>SECTION E – OFFER</b></p>
<p><b>E.2b</b></p>	<p>The Securities shall be issued in the course of a Securitisation Transaction to be undertaken by the Issuer. The Issuer will use the proceeds from the issue of the Securities solely for the purpose of investing in the Collateral to be allocated to Cell [●], hereinafter referred to in this Section E as the</p>

	<p>"Cell" – and in the settlement of the Issuer's (<i>pro rata</i>) general administrative expenses and initial fees chargeable by the Agents and the Relevant Clearing System.</p>
<p><b>E.3</b></p>	<p>Applications to subscribe for Securities may be made on a Business Day prior to the lapse of the Offering Period.</p> <p>A minimum subscription of [●] (at least [●] units) is prescribed.</p> <p>[Within 5 Business Days from the issue of all Securities or the lapse of the Offering Period, whichever is the earlier, the Issuer shall make an announcement confirming the number of Securities issued.] [●]</p> <p>The Securities are [unrated] [●] and are not insured or guaranteed by any government or government agency.</p> <p>The following is a synopsis of the general terms and conditions applicable in respect of the Securities. An Investor is deemed to have invested only after having received, read and understood the contents of the Prospectus:</p> <p><b><i>Form, Denomination, Status and Title</i></b>  [The Securities will be issued in registered form but no certificates shall be delivered to Investors.]  [The Securities will be issued in bearer form and shall be deposited as variable global certificates representing up to [●] units with and held with the Relevant Clearing System.]</p> <p>The Securities shall constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves and with all other outstanding unsecured and unsubordinated obligations of the Issuer with respect to the Collateral comprised in the Cell, unless mandatory legal provisions require otherwise.</p> <p>Title to Securities will pass upon registration of the transfer in the books of the Relevant Clearing System.</p> <p><b><i>Rights Appertaining to Investors</i></b>  [The Securities do not bear interest] [Coupon payments shall be made on the Securities as follows – [●]]</p> <p>The Securities give each Investor the right to receive a potential return (that is, the Redemption Amount) on the Securities 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 Securities should the Issuer call a meeting of Investors for the purposes.</p> <p>The Securities shall have a value or yield which is linked to the securitized Collateral comprised in the Cell. Such value or yield shall be calculated and published by the Calculation Agent.</p> <p>An Investor shall have a right to receive the Redemption Amount upon a redemption of the Securities. The Redemption Amount ultimately payable to Investors shall not be subject to amortisation.</p> <p><b><i>Term of the Securities</i></b>  The Securities are constituted for an unlimited duration but may be redeemed by the Investor or by the Issuer.</p>

### ***Redemption of the Securities***

Investors may seek to redeem all or part of their Securities by submitting a Redemption Notice at the registered office of the Issuer, the Calculation Agent and the Paying Agent (if appointed), during business hours, at least one (1) Business Day prior to the commencement of the Redemption Notice Period.

On or as soon as is reasonably practicable subsequent to a Redemption Valuation Day, the Calculation Agent shall calculate the Redemption Amount and shall publish the same.

The Redemption Amount shall be paid from the proceeds received from the Collateral comprised in the Cell or from the redemption, cancellation, surrender or other disposal of such Collateral. **If the Issuer is not able to redeem or realise the Collateral, the Issuer may be unable to redeem the Securities. If the Collateral comprised in the Cell 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 case the realised Collateral should not be sufficient to pay out all parties, the proceeds from the Collateral shall be distributed at the following ranking: [1. Paying Agent]; 2. Investors; 3. Calculation Agent; 4. Arranger; [5. Listing Agent].

By subscribing for Securities or otherwise acquiring the Securities, an Investor acknowledges and accepts that: (i) it only has recourse to the Collateral comprised in the Cell and not to the assets allocated to other Cells created by the Issuer or to any other assets of the Issuer; (ii) once all the Collateral allocated to the Cell has 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 also accepts not to attach or otherwise seize the Collateral allocated to the Cell or assets allocated to other Cells 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.

### ***Payments***

Payments made in respect of the Securities are not subject to a waterfall structure or mechanism.

The Redemption Amount will be paid by the later of the following:

- (i) the 15<sup>th</sup> Business Day following the relevant Redemption Valuation Day; or
- (ii) the 15<sup>th</sup> Business Day subsequent to the Issuer's receipt of the proceeds from the Collateral as would suffice to finance the settlement of the Redemption Amount.

Once sufficient proceeds are received as aforesaid, the [Issuer] [Paying Agent] will arrange for the transfer and payment, through the Relevant Clearing System, of the Redemption Amount to the account of the Investor.

[Payments of the Redemption Amount will be made to the person appearing entitled thereto in the books of the Relevant Clearing System.] [Payments of the Redemption Amount will be made against and subject to the presentation and surrender of the relevant bearer instruments representing the redeemed Securities at the specified office of the [Issuer] [Paying Agent].]

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

	<p><b>Meetings of Investors</b> The terms governing the Securities may be amended with the approval of Investors at a meeting called for that purpose by the Issuer.</p> <p><b>Governing Law</b> The Issuer is a public limited liability company incorporated in Gibraltar and constituted as a protected cell company under Gibraltar law. The Issuer is accordingly subject to applicable Gibraltar law.</p> <p>The form and contents of the Base Prospectus as well as all rights and duties arising in connection with the Securities shall be governed in all respects by the laws of [Malta] [Luxembourg] [United Kingdom]. The place of jurisdiction for any suit or other legal proceedings against the Issuer arising out of or in connection with the Securities is [Malta] [Luxembourg] [United Kingdom].</p>
<p><b>E.4</b></p>	<p>[To the best of the Issuer's knowledge and belief, no person involved in the issue of the Securities has an interest material to the offer.] [●]</p>
<p><b>E.7</b></p>	<p>The Issuer estimates that total expenses related to the admission of the Securities to trading on the GSX would not exceed €[●]. Such expenses (and the Issuer's <i>pro rata</i> general administrative costs and the Agent's initial fees) will be settled by the Issuer out of the proceeds of the issue of Securities and the net proceeds of the issue shall represent the Aggregate Nominal Amount. No fees or expenses will be charged directly to Investors.</p>

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## **1. RISK FACTORS**

*An investment in the Securities involves certain risks, including risks relating to the Collateral. Prospective Investors should carefully consider the following factors, in addition to the matters set forth elsewhere in this Base Prospectus, prior to investing in any Securities. Prospective Investors should ensure that they fully understand the nature of the Securities, as well as the extent of their exposure to risks associated with an investment in the Securities and they should consider the suitability of an investment in the Securities in light of their own particular financial, fiscal and other circumstances.*

*The Issuer believes that the risk factors described below represent the principal risks inherent in investing in Securities issued under the Programme. However, a decline in the value of or the payments due under the Securities and/or the Collateral may occur for other reasons. The Issuer does not represent that the statements below regarding the risks of holding Securities are exhaustive.*

**YOU SHOULD RECOGNISE THAT INVESTORS BEAR A RISK OF A DEFAULT OF THE UNDERLYING LINKED COLLATERAL AS WELL AS ANY DECLINE IN VALUE OF SUCH COLLATERAL. IF THE VALUE OF ANY COLLATERAL HAS DECLINED SINCE THE DATE OF PURCHASE, THE SECURITIES MAY DECLINE IN VALUE AND YOU SHOULD BE PREPARED TO SUSTAIN A TOTAL LOSS OF YOUR INVESTMENT IN THE SECURITIES.**

*More than one risk factor may have simultaneous effect with regard to the Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Securities.*

*To evaluate the merits and the risks of an investment in the Securities you should conduct such independent investigation and analysis as you deem appropriate on the terms of the Securities, the Issuer, the Collateral and any agreement entered into by the Issuer in respect of the Securities. You should also consider all other relevant market and economic factors and your own personal circumstances. You should read the detailed information set out elsewhere in this Base Prospectus and the Final Terms and reach your own views prior to making any investment decision.*

*The Final Terms will specify whether any coupon payments shall be made on the Securities. The Securities will represent limited recourse obligations of the Issuer only.*

*Nothing in this Base Prospectus should be construed as advice.*

### **1.1 RISK FACTORS RELATING TO THE ISSUER**

#### **1.1.1 CELLS**

The Issuer is entitled to issue Securities whose value or yield is linked to securities, instruments or other assets comprised in specific cells and whose repayment is subject to the repayment of such securities, instruments or other assets comprised in a specific cell as aforesaid.

The Issuer shall avail itself of the said entitlement to segregate Collateral into Cells. As such, the value or yield of Securities issued in any Series shall be linked to the securitized Collateral comprised in the relevant Cell.

The Securities shall represent debt obligations incumbent upon the Issuer and will be designed to enable Investors to participate in the performance of the Collateral held within the relevant Cell. The repayment



of principal under the Securities is subject to the Issuer having received payments or realisation proceeds from the Collateral comprised in the relevant Cell. The Securities shall accordingly provide exposure, amongst other things, to the credit risk of the Issuer and relevant Collateral Obligor.

The proceeds of the Collateral comprised in the Cell would only be available for distribution to the specified Investors holding Securities in the Series relating to that Cell and other creditors relating to such Series. The Collateral comprised in a Cell would, in principle, be available only to satisfy the rights of Investors holding Securities linked to that Cell and the rights of creditors whose claims have arisen at the occasion of the constitution, the operation or the liquidation of that Cell.

Subject as may be specified in the Articles and to any particular rights or limitations for the time being attached to any Securities, if the net assets of a Cell are liquidated, the proceeds of liquidation shall be applied in the order set out in this Base Prospectus and in the Final Terms, as applicable.

Fees, expenses and other liabilities incurred on behalf of the Issuer but which do not relate specifically to any Cell may, under certain circumstances, be payable out of the assets comprised in the Collateral allocated to all or some Cells.

The fees, costs and expenses in relation to the Securities of each Series shall be allocated to the Cell relating to the relevant Series in accordance with the Conditions. Investors holding Securities in a Series will have recourse only to the Collateral allocated to the Cell relating to the relevant Series.

In the event that a claim is made against the Issuer, if the assets allocated and comprised in a relevant Cell in respect of which the claim is made are insufficient to cover such claim, the relevant claimant may nonetheless be allowed by any competent court to have recourse to the assets allocated and comprised in the other Cells if any such court refuses:

- (i) to recognise the segregation of Cells into distinct cells; or
- (ii) to limit the scope of the rights appertaining to Investors holding Securities in a Series to the Collateral comprised in the Cell relating to that Series.

In light of the aforesaid, the Issuer shall require persons dealing with the Issuer (although there is no guarantee that the Issuer will be able to achieve this) to expressly acknowledge and confirm that they have no recourse against or to the assets of the Issuer and/or any Cell other than the Cell in respect of or with which they are dealing.

As at the date of this Base Prospectus, the Directors are not aware of any challenge to the Gibraltar protection of assets segregated into Cells.

### **1.1.2 LIMITED RECOURSE**

The rights of Investors holding Securities in any Series to participate in the assets of the Issuer is limited to the Collateral comprised in the Cell 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 Securities, the obligations of the Issuer in respect of the Securities 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 Securities 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 Securities and any other persons as the case may be according to the priorities specified in the Final Terms.

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

- (i) 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 Cell relating to Securities issued in any other Series, will not be available for payment of such shortfall;
- (ii) all claims in respect of such shortfall shall be extinguished; and
- (iii) 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 comprised in the Cell 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 comprised in any Cell may be subject to claims by creditors other than the relevant Investors holding Securities relating to that Cell – resulting in a shortfall in the amounts available to meet the claims of the relevant Investors.

### **1.1.3 ALLOCATION OF LIABILITIES AMONGST INVESTORS**

Any liability which is not a Series-specific liability (that is, it does not relate to any Cell relating to Securities in a Series) and which is not otherwise funded may be apportioned between the Cells. The apportionment of any such liability will reduce the return that would otherwise have been payable on Securities.

### **1.1.4 LACK OF OPERATING HISTORY**

The Issuer was only incorporated on 19 April, 2016, and as such it does not have any established track record which could be utilised as a basis for evaluating its potential performance.

### **1.1.5 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 any Cell. As a result, the success of your investment in the Securities 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 Investors for the return of any capital invested, it being understood that any such return shall be made solely from the Collateral comprised in the Cell relating to such Securities.

### **1.1.6 COUNTERPARTY RISK**

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

### **1.1.7 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.

### **1.1.8 CONSEQUENCES OF WINDING-UP PROCEEDINGS**

The Issuer is structured to be an insolvency-remote (but not insolvency-proof) vehicle.

The Issuer will seek to contract only with parties who agree not to make any application for the commencement of winding-up, liquidation or bankruptcy or similar proceedings against the Issuer. Legal proceedings initiated against the Issuer in breach of such provisions should, in principle, be declared inadmissible by a court.

However, if the Issuer fails for any reason to meet its obligations or liabilities, a creditor who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Issuer should be entitled to make an application for the commencement of insolvency proceedings against the Issuer.

Furthermore, the commencement of such proceedings may, in certain conditions, entitle creditors to terminate contracts with the Issuer and claim damages for any loss suffered as a result of such early termination.

**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 such application made by a third party, such Investor will *ipso jure* lose all rights under the Securities.**

### **1.1.9 FEES AND EXPENSES**

Investors should note that, in relation to a Series of Securities, fees and expenses (including fees payable to any Agent or person as set out in this Base Prospectus and/or in the Final Terms), may rank senior to payments on the Securities.

### **1.1.10 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.

### **1.1.11 FOREIGN ACCOUNT TAX COMPLIANCE ACT**

FATCA imposes a reporting regime and, potentially, a thirty per cent (30%) withholding tax with respect to:

- (i) certain payments from sources within the US;
- (ii) so-called 'foreign passthru payments' made to certain non-US financial institutions that do not comply with this reporting regime; and
- (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-US financial institution.

The Issuer may be classified as a non-US financial institution for these purposes.

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 Securities.

#### **1.1.12 WITHHOLDING ON THE COLLATERAL**

There can be no assurance that payments to the Issuer in respect of any Collateral will not be subject to withholding or other taxes. Such withholding may have a material bearing on the Issuer's capacity to honour its payment and other commitments in terms of the Securities.

### **1.2 RISK FACTORS RELATING TO THE SECURITIES**

#### **1.2.1 GENERAL**

Any payment by the Issuer in respect of the Securities 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) held in the Cell relating to the said Securities and acquired by the Issuer with the proceeds of issue of the said Securities. Such payments or proceeds may be restricted under their terms with the result that any return on the Securities will be similarly restricted.

Securities 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 Cell and/or the redemption, cancellation, surrender or other disposal of such Collateral. Hence the redemption of the Securities is dependent on payment received by the Issuer from the Collateral comprised in the relevant Cell 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 Securities as a result of the occurrence of any one or more of the following events:

- (i) the terms and conditions of the Securities do not provide for full repayment of the Redemption Amount upon redemption of the Securities and the Collateral comprised in the relevant Cell performs in such a manner that the Redemption Amount is less than the Issue Price;
- (ii) a redemption of Securities requires the realisation of Collateral comprised in the relevant Cell at a sub-optimal time such that the Redemption Amount payable by the Issuer may be less than the Issue Price;
- (iii) assets acquired to substitute Collateral comprised in the relevant Cell 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;
- (iv) Investors sell their Securities in the secondary market at an amount that is less than the Issue Price;
- (v) 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 Securities;
- (vi) the terms and conditions of the Securities are adjusted (in accordance with the Conditions) with the result that the amount payable to Investors and/or the valuation of the Securities is reduced.

Following redemption of the Securities for any reason, Investors may be unable to reinvest the Redemption Amount at an effective yield as the yield on the Securities 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 Securities are not protected by any public or private compensation scheme.

### **1.2.2 LOCK-IN PERIOD**

Securities may be issued subject to a Lock-In Period. The Final Terms will specify whether a Lock-In Period applies in respect of any Series and the extent of that Lock-In Period, if any. Where the Final Terms specifies Lock-In Period to be 'Not Applicable', then the Securities shall not be subject to a Lock-In Period.

Securities may not be redeemed prior to the lapse of the Lock-in Period (if any) regardless of their value and such value may diminish subsequent to such lapse of the Lock-in Period.

### **1.2.3 LIMITED LIQUIDITY**

There is currently no market for the Securities and, even if Securities are admitted to trading at the GSX and any other Regulated Market or Multilateral Trading Facility, there can be no assurance that any secondary market for any of the Securities 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 Securities. Consequently, an Investor must be prepared to hold such Securities for an indefinite period of time.

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

The Issuer is under no obligation to make a market in the Securities. Therefore, Investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

The number of Securities of any Series may be relatively small, further adversely affecting the liquidity of such Securities.

The Issuer shall list the Securities on the GSX. Application may also be made to admit the Securities for listing on any other Regulated Market and/or a Multilateral Trading Facility as shall be specified in the relevant Final Terms. Still, the fact that Securities 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 Securities may have a severely adverse effect on the market value of Securities and may result in Investors: (i) being unable to sell their Securities on the secondary market, or (ii) receiving less than the initial price paid for the Securities.

The liquidity of such Securities may also be affected by restrictions on offers and sales of such Securities in some jurisdictions.

#### **1.2.4 TEMPORARY SUSPENSION OF REDEMPTIONS**

The Directors may suspend the right of any Investors to require redemption of any Securities 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 Cell 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 Cell cannot be reasonably, promptly or accurately ascertained or obtained; or
- (iii) when the disposal or realisation of Collateral comprised in the relevant Cell is not practically feasible or possible.

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 Securities in a Series shall take place for the duration of any period during which the redemption of such Securities is suspended. In such circumstances an Investor would accordingly be unable to redeem Securities held within the normal timeframes specified in this Base Prospectus and the Final Terms.

#### **1.2.5 ISSUE OF FURTHER SECURITIES**

If additional Securities 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 Securities 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 Securities trade in the secondary market to decline.

#### **1.2.6 WITHDRAWAL OF THE PUBLIC OFFERING**

In case of public offer, the Issuer may, in the Final Terms, 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 Securities 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 Securities.

#### **1.2.7 AMENDMENT OF TERMS AND CONDITIONS**

The terms and conditions of the Securities 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.

### **1.2.8 ADJUSTMENT OR MANDATORY REDEMPTION**

There are certain Issuer-specific or external events which may have an impact on the terms and conditions of the Securities 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 Securities;
- (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 Securities;
- (iv) a determination by the Issuer that the performance of any of its absolute or contingent obligations under the Securities has become illegal, in whole or in part, for any reason.

Should any such event occur (a "**Disruption Event**"), the Issuer may adjust the terms and conditions of the Securities (without the consent of Investors) or elect to redeem the Securities on the next Redemption Valuation Day and to pay Investors holding relevant Securities an amount equal to the Redemption Amount.

Any adjustment made to the terms and conditions of the Securities may have a negative effect on the value of the Securities, and any Redemption Amount received by Investors in such circumstances may be less than their initial investment and could be zero.

### **1.2.9 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 Securities 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 and could be zero.

### **1.2.10 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 realization of the Collateral comprised in the relevant Cell and/or the redemption of the Securities.

Such costs, losses and expenses will reduce the amount received by Investors on redemption and may reduce the relevant Redemption Amount to zero.

### **1.2.11 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 Securities.

### **1.2.12 EXCHANGE RATES**

An investment in the Securities may involve exchange rate risks. For example:

- (i) the Securities may be denominated in a currency other than the currency of an Investor's home jurisdiction; and/or
- (ii) the Securities 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 Securities.

### **1.2.13 MARKET VALUE**

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

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 Cell 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 Securities, all other factors being equal, the market value of the Securities will fall under normal conditions.

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

Other factors which may influence the market value of the Securities include changes in market expectations regarding the performance and/or creditworthiness of the linked Collateral and/or the Securities. 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 Securities prior to their maturity.

If, following the purchase of the Securities, the market value of the Securities falls below the purchase price paid for the Securities, Investors should not expect the market value of the Securities 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 Cell will not be held by the Issuer for the benefit of the Investors holding Securities relating to that Cell 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 Cell. Collateral Obligors have no obligation to act in the interests of Investors.

### **1.2.14 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 Cell relating to their Securities. 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 Securities, 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.

#### **1.2.15 HEDGING**

Investors intending to purchase Securities to hedge against the market risk associated with investing in a product linked to the performance of Collateral comprised in the relevant Cell should recognise the complexities of utilising Securities in this manner. Due to fluctuating supply and demand for the Securities and various other factors, Investors should be aware of the risk that the value of the Securities may not correlate with movements of assets representing the Collateral comprised in the relevant Cell.

#### **1.2.16 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.

#### **1.2.17 REDEMPTION**

If the Issuer is not able to redeem or realise Collateral comprised in a relevant Cell, the Issuer will be unable to redeem the Securities relating to that Cell. 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 Securities and may be zero.

#### **1.2.18 SECURITISATION BONDS AS COLLATERAL**

The Collateral may comprise Securitisation Bonds issued by the Maltese Collateral Obligor. 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 even zero, 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.

#### **1.2.19 INFORMATION REGARDING THE COLLATERAL**

Certain information regarding the Collateral, and the Collateral Obligors is contained in this Base Prospectus. Such information has been extracted from information published by the relevant Collateral Obligor, as applicable. The Issuer confirms that such information has been accurately reproduced. No further or other responsibility in respect of such information is accepted by the Issuer. The Issuer has not separately verified such information. 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 Prospectus.

Potential Investors should conduct their own investigations and, in deciding whether or not to purchase Securities, should form their own views on the creditworthiness of the relevant Collateral Obligor based on such investigations and not in reliance on any information given in this Base Prospectus.

#### **1.2.20 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 Securities 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 Gibraltar 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 Securities 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 Securities. Any such change may cause the tax treatment of the Securities 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 Securities, or redeem the Securities.

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 Securities.

#### **1.2.21 LEGALITY OF PURCHASE**

No person (including the Issuer) has or assumes responsibility for the lawfulness of the acquisition of Securities 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.

#### **1.2.22 GIBRALTAR LAW**

The Issuer is a protected cell company incorporated in the form of a public limited liability company under Gibraltar law. The conditions of issue of the Securities 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 Cells, 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.

### 1.3 POTENTIAL CONFLICTS OF INTEREST

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

The Issuer shall not be affiliated to any Agent, Collateral Obligor or other person referred to in this Base Prospectus or any Final Terms.

However, one (1) or more Directors may also 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 this Base Prospectus.

In addition, Argentarius ETI Management Ltd is appointed as both the Arranger and the Calculation Agent and no third party verification or approval of the calculations is carried out.

Moreover, one (1) or more Directors may also hold shares in and/or may be appointed to the board of directors (whether as executive or non-executive directors) of the Maltese Collateral Obligor.

In the event that the relevant Collateral Obligor of a specific Cell shall be the Maltese Collateral Obligor, the Maltese Collateral Obligor may acquire and hold Securities. Such Securities may be acquired by the Maltese Collateral Obligor prior to the lapse of the Offering Period and shall have an aggregate value not exceeding ten million Euros (€10,000,000) per Series. Such Securities shall be held by the Maltese Collateral Obligor to secure liquidity on the secondary market. As such, should an Investor require any additional Securities, the Maltese Collateral Obligor may transfer such Securities to the Investor on the secondary market at the prevailing (that is, current) market price. The proceeds of any such transfer of Securities shall be applied exclusively by the Maltese Collateral Obligor to finance the acquisition of additional assets underlying the Collateral.

**Securities held as referred to in the immediately preceding paragraph by the Maltese Collateral Obligor for liquidity purposes will constitute assets underlying the Collateral but will NOT be taken into account in the calculation of the value of the Collateral for the purposes of the calculation of the value of the Securities and the Redemption Amount. In effect, the Collateral shall exclusively comprise Securitisation Bonds issued by the Maltese Collateral Obligor and any other Instruments issued by any of the Collateral Obligors referred to in section (i) of Part A of the Collateral Annex (as the case may be) and which are linked to the performance of the underlying assets but excluding any Securities held by the Maltese Collateral Obligor as aforesaid.**

Argentarius Securitisations Holding Establishment, holder of four thousand, nine hundred and ninety nine (4,999) Ordinary 'A' shares representing ninety nine point nine per cent (99.9%) of the issued shares in the capital of the Argentarius ETI Management Limited (the Arranger and Calculation Agent), has acquired a shareholding interest which is close to five per cent (5%) in GSX Limited which operates the GSX. This should not, however, give rise to any conflict of interest.

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 Securities. 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 SECURITIES. YOU SHOULD ALSO READ CAREFULLY THE INFORMATION SET OUT ELSEWHERE IN THIS BASE PROSPECTUS (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 SECURITIES.**

## **2. GENERAL INFORMATION**

### **2.1 THE ISSUER**

The Issuer was constituted in Gibraltar on the 19 April, 2016, as a protected cell company pursuant to the Protected Cell Companies Act in the form of a public limited liability company in terms of the Companies Act, with registration number 114345.

The Issuer's legal and commercial name is: iStructure PCC plc.

The Issuer was constituted for an indefinite duration.

The Issuer's registered office address is: 46, The Sails Tower, Queensway Quay, Gibraltar GX11 1AA.

The Issuer's website address is: [www.argentarius-group.com](http://www.argentarius-group.com).

The Issuer's telephone number is: +356 20167300.

The Issuer's fax number is: +356 20167358.

### **2.2 CORPORATE PURPOSE AND BUSINESS FOCUS OF THE ISSUER**

The Issuer was established as a special purpose vehicle for the purpose of issuing asset backed securities for any Securitisation Transactions.

As such, 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 marked 'Exchange Traded Instrument' whose value or yield is linked to specific Cells.

The Issuer will position itself as a private label platform for securitisations/structured investment products. The main purpose for a private label platform for structured products is driven by restrictions prescribed in connection with UCITS funds and their eligible investments. A UCITS fund is allowed to invest in securities the performance of which is linked to and/or secured by assets of otherwise non-eligible investments. The Issuer accordingly intends to offer UCITS fund managers securitisation opportunities to gain access to new asset classes representing such non-eligible investments.

The Issuer may also target non-EU managers of alternative investment funds (defined as such in terms of the AIFM Directive) which are precluded from marketing units of such funds in the EU unless authorised as such in terms of the AIFM Directive. Such units may accordingly be securitised by the Issuer and

allocated to a segregated Cell relating to the Securities issued in the context of the relevant Securitisation Transaction.

*The term "Exchange Traded Instrument" and "ETI" is used to name/mark any kind of asset backed securities having a redemption value linked delta-1 to Collateral comprised in a Cell and are listed on a stock exchange.*

## **2.3 CAPITAL STRUCTURE**

The authorised share capital of the Issuer is divided into 20,500 ordinary shares having a nominal value of GBP1 each. The issued share capital of the Issuer consists of 1 ordinary share having a nominal value of GBP1.

The Issuer is constituted as an orphan vehicle such that the only ordinary share currently in issue in the capital of the Issuer is held by SOLV International Ltd. as trustee under charitable trusts. SOLV International Ltd. is a private limited liability company incorporated in Malta with registration number C 52096 and is authorised to act as a trustee in terms of the Trusts and Trustees Act, Chapter 331 of the laws of Malta.

The nominal value of the issued share in the capital of the Issuer is 100% paid up.

## **2.4 MANAGEMENT**

The current Directors of the Issuer are:

<b><u>Name</u></b>	<b><u>Occupation</u></b>	<b><u>Address</u></b>
Andreas Woelfl	Director	'Argentarius House', 7, Triq San Mark, Valletta VLT1364, Malta
Edit Czigler	Director	'Argentarius House', 7, Triq San Mark, Valletta VLT1364, Malta

Andreas Woelfl acts as a Director of the Issuer. Having completed his Master in Business Administration at Vienna University Economics and Business, Mr Woelfl started his career in investment services at the Vienna Stock Exchange in 2000. He soon became head of the Austrian Indices Team. Since 2004 Mr Woelfl has developed as an entrepreneur and he has been a director in an asset management company domiciled in Switzerland and Liechtenstein, a German bank and a securitisation company in Luxembourg. Since 2007 Mr Woelfl has been engaged in the business of securitisations and has already coordinated several listings of securitised products at the Regulated Unofficial Market of Deutsche Boerse AG, the EWSM and the GSX.

Edit Czigler completed her Marketing Master at Szent István University in Hungary. She began her career at Argentarius as a Marketing Executive in the spring of 2015 and became Deputy Head for listings by the summer. Since the beginning of 2016 she is leading the Business Development and Marketing department of Argentarius. She has previous experience in Sales Support, Marketing and PR. She is a candidate for the Executive MBA program at the University of Malta.

## **2.5 SUBSIDIARIES**

The Issuer does not have any subsidiaries.

## **2.6 STATUTORY AUDITORS**

The Issuer's statutory auditors are Pricewaterhouse Coopers (Malta) having business offices at 78, Mill Street, Qormi QRM3101, Malta. Pricewaterhouse Coopers (Malta) is a firm of certified public accountants, duly registered as such with the Maltese Accountancy Board and holding a practicing certificate to act as auditors in terms of the Accountancy Profession Act, Chapter 281 of the laws of Malta.

## **2.7 FINANCIAL STATEMENTS**

No financial statements for the Issuer have been published yet. The Issuer shall prepare and maintain accounts in accordance with the standards required under the Companies Act. The Issuer's first accounts shall be made up for the accounting reference period commenced on the date of the Issuer's incorporation (19 April, 2016) and ending on the 31 December, 2016.

Such financial statements will be prepared and audited by application of International Financial Reporting Standards according to Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards.

## **2.8 LEGAL AND ARBITRATION PROCEEDINGS**

No governmental, legal or arbitration proceedings whatsoever are pending or threatened by or against the Issuer. Nor have any such proceedings been pending or threatened since the date of incorporation of the Issuer.

## **2.9 THE OFFERING PROGRAMME**

By virtue and in terms of the Programme, the Issuer shall issue the Securities in one or several separate and distinct series (each a "**Series**").

Each Series will be authorised by the Directors and the Securities issued as a Series shall be issued subject to the general terms and conditions set out in this Base Prospectus under the heading "General Conditions" and the specific terms and conditions set out in the corresponding Final Terms.

A form of Final Terms is attached as Annex II to this Base Prospectus.

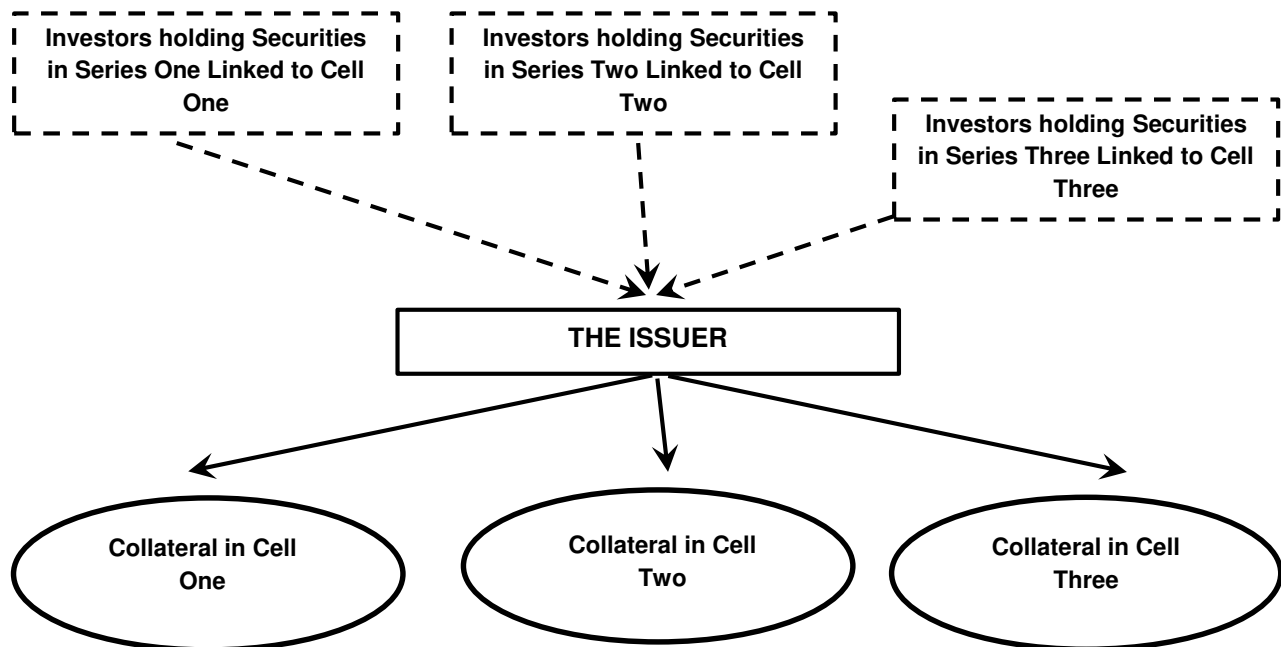
***You must refer to the relevant Final Terms issued in respect of each Series as well as to this Base Prospectus.***

## **2.10 NATURE OF THE SECURITIES**

The value or yield of Securities issued in any Series shall be linked to the securitized Collateral comprised in a specific and segregated Cell. The Securities 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 comprised in the relevant Cell.

The Securities shall represent debt obligations incumbent upon the Issuer. The Final Terms will specify whether any coupon payments shall be made on the Securities. The Securities are asset backed securities in terms and for the purposes of the Listing Rules and the Prospectus Directive insofar as they represent a real interest in Collateral actually acquired and held by the Issuer in the course of a Securitisation Transaction. The payment of principal under the Securities would be subject to the Issuer having received payments and/or realisation proceeds from the Collateral comprised in the relevant Cell. The Securities shall accordingly provide exposure, amongst other things, to the credit risk of the Issuer and the Collateral comprised in the relevant Cell.

## ILLUSTRATION OF THE COMPARTMENT STRUCTURE



1. Securities in Series One are linked to Collateral in Cell One such that Investors holding Securities in Series One should have the right to receive income and realisation proceeds derived from the Collateral comprised in Cell One.
2. Securities in Series Two are linked to Collateral in Cell Two such that Investors holding Securities in Series Two should have the right to receive income and realisation proceeds derived from the Collateral comprised in Cell Two.
3. Securities in Series Three are linked to Collateral in Cell Three such that Investors holding Securities in Series Three should have the right to receive income and realisation proceeds derived from the Collateral comprised in Cell Three

### 2.11 TERMS AND CONDITIONS OF THE SECURITIES

The section of this Base Prospectus entitled “General Terms & Conditions” sets out the legal and economic terms of the Securities as supplemented by the Final Terms for each specific Series. The full terms and conditions applicable in respect of a Series specify among other things:

- (i) the extent of the Lock-In Period, if any;
- (ii) the manner in which the Issuer or Investors may redeem Securities; and
- (iii) the manner in which payments due to Investors shall be effected.

### 2.12 SECURITISATION TRANSACTIONS

The money raised by the Issuer from the initial sale of the Securities in a Series shall, as soon as is reasonably practicable, be applied by the Issuer to purchase the Collateral linked to the relevant Cell, after deduction of the costs of the issue and the Issuer’s (*pro rata*) general administrative costs and initial

fees payable to Agents and the Relevant Clearing System, for such Series – the net amount being the “**Aggregate Nominal Amount**”. Such purchase shall be made directly from any one or more Collateral Obligor/s as shall be specified in the Final Terms.

The Collateral shall be exclusively allocated to the relevant Cell established by the Directors in respect of the Securities and will be kept separate from the other assets of the Issuer.

***The Collateral shall be comprised in a separate, distinct and segregated Cell relating to Securities in a Series.***

The Directors shall establish and maintain separate accounting records for each of the Cells for the purposes of ascertaining the rights of Investors holding Securities issued and relating to each Cell. Such accounting records shall be conclusive evidence of such rights in the absence of manifest error.

The Issuer will acquire the Collateral in an amount sufficient to ensure that it is in a position to meet its obligations under the Securities.

On or pursuant to any redemption of Securities, the Collateral comprised in the relevant Cell shall either be redeemed by the relevant Collateral Obligor or otherwise realised by the Issuer as may be necessary to generate sufficient funds to settle the Redemption Amount. The Issuer shall use the proceeds from the redemption, cancellation, surrender or other disposal of such Collateral to pay the Redemption Amount and to settle any other liabilities properly attributable to the relevant Cell and/or the relevant Securities.

### **2.13 THE COLLATERAL**

On or about the Issue Date of Securities in a Series, the Issuer will use all the Aggregate Nominal Amount to purchase the Collateral which would be allocated to the Cell relating to the said Securities. As such, the level of collateralisation shall be approximately one hundred per cent (100%).

Collateral may comprise cash held at banks and any instrument issued by a Collateral Obligor 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 or in the relevant Final Terms.

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 Final Terms.

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. In case of non-listed obligations, Annex A of the relevant Final Terms will disclose the terms and conditions of such non-listed obligations.

Collateral shall not comprise equity securities, 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.

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.

Collateral shall, at any rate, have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Securities. The Issuer shall be entitled (with notice to the affected Investors holding linked Securities but without requiring their approval) to substitute the Collateral held within a Cell, 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 Securities.

In the circumstances, the Issuer shall be entitled to substitute such Collateral for any alternative eligible Collateral (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 funds to service any payments due and payable on the Securities. Provided however that any such alternative eligible Collateral must be disclosed as such in the Collateral Annex and, furthermore, 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 Securities prior to any such substitution.

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

A description of the Collateral Obligors is set out in the Collateral Annex. If the Collateral comprised in any Cell shall include collateral of Collateral Obligors not listed in the Collateral Annex, the Issuer shall issue a supplement to this Base Prospectus prior to the acquisition of any such Collateral.

In the event that the relevant Collateral Obligor of a specific Cell shall be the Maltese 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 Cell shall be the Maltese Collateral Obligor, Securities 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 Maltese Collateral Obligor. Provided that such Securities acquired by the Maltese Collateral Obligor shall have an aggregate value not exceeding ten million Euros (€10,000,000) per Series and such value shall be settled by the Maltese Collateral Obligor exclusively by the issue of Securitisation Bonds representing Collateral. The Maltese Collateral Obligor may hold Securities directly as aforesaid with a view to securing liquidity on the secondary market. **Securities held by the Maltese Collateral Obligor for liquidity purposes will constitute assets underlying the Collateral but will NOT be taken into account in the calculation of the value of the Collateral for the purposes of the calculation of the value of the Securities and the Redemption Amount. In effect, the Collateral shall exclusively comprise Securitisation Bonds issued by the Maltese 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 Securities held by the Maltese Collateral Obligor.**

The Collateral comprised in a Cell 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 Securities but prior to the Issuer's acquisition of the Collateral) 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 securities having a maturity of less than one (1) year and principal protection. Such assets shall likewise represent assets backing the Securities and would accordingly be taken into account in the determination of the Redemption Amount.

**The Issuer shall not issue further Securities in a Series linked to a Cell backed by the same Collateral.** However, the Issuer may issue new Securities to finance the acquisition of additional

Collateral allocated to the relevant Cell.

#### **2.14 CASH FLOW MODEL - CREATION OF SECURITIES**

Pursuant to an application for Securities by a prospective Investor, the said Investor shall transfer funds in settlement of the aggregate Issue Price of the Securities allocated to him within three (3) Business Days from the date on which such allocation is notified to him.

An Investor purchases Securities and settles the consideration therefor with the Paying Agent (if any). The Paying Agent shall act as settlement agent and would accordingly credit the issue proceeds to the account of the Issuer held at the Paying Agent.

If the Issuer does not appoint a Paying Agent, an Investor purchases Securities and settles the consideration therefor directly with the Issuer.

Clearing is done through the Relevant Clearing System in which the Securities to be issued are held.

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

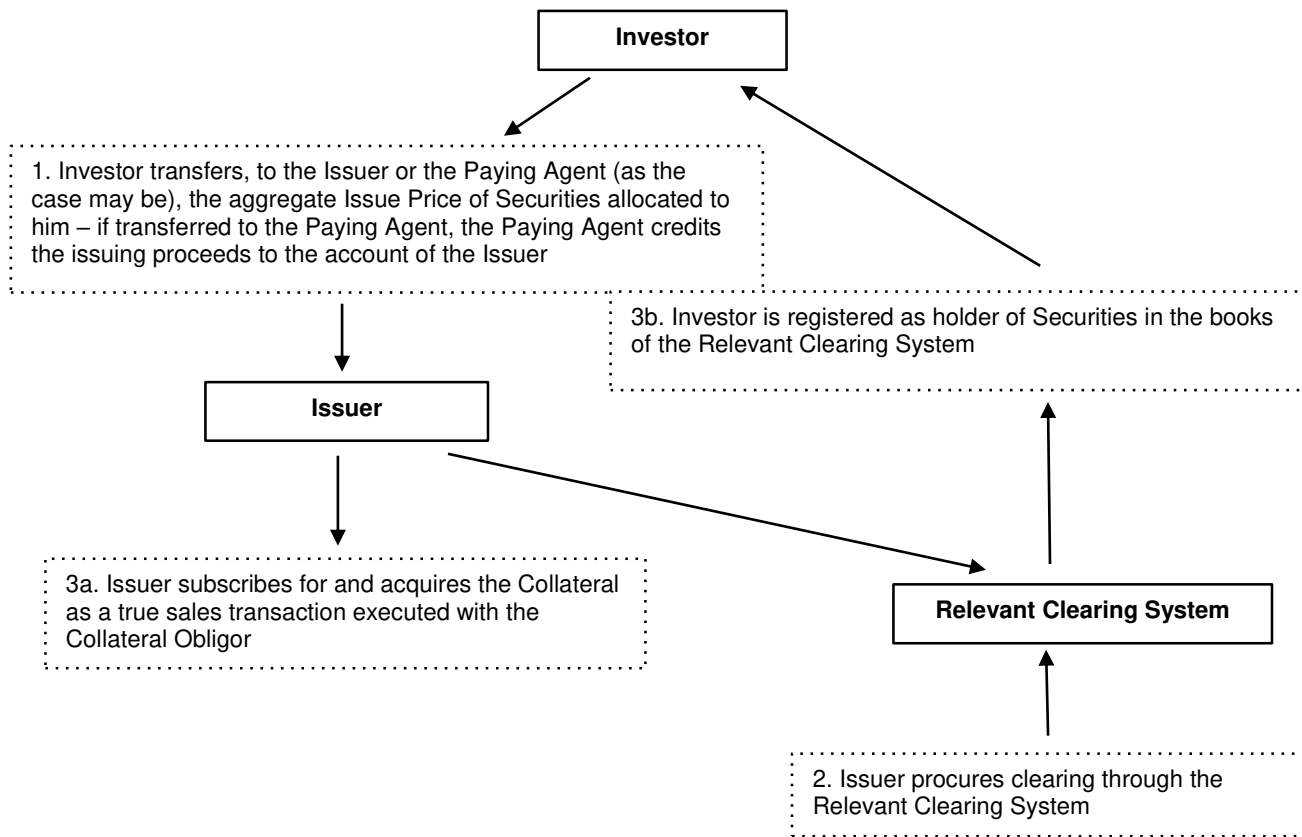
***The Securities are designed for sophisticated investors. Although any person (including retail investors) may seek to send an order for Securities it is highly recommended that prospective investors consult a licensed financial advisor prior to making any order to subscribe for Securities within the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

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

The Securities will trade at the GSX one (1) Business Day after the Offering Period.

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

## CASH FLOW MODEL: CREATION OF SECURITIES



### 2.15 REDEMPTION AT THE OPTION OF THE INVESTOR OR THE ISSUER

Investors shall be granted an option to redeem Securities at such periods and on such terms specified in the Final Terms.

The Issuer may reserve an option to redeem Securities at such periods and on such terms specified in the Final Terms.

### 3. GENERAL TERMS & CONDITIONS

*The following text comprises the terms and conditions of the Securities (the "**General Conditions**") that, subject to completion or election in the Final Terms (together, the "**Conditions**") shall be applicable to each Series.*

*These General Conditions are valid for Securities issued in any Series by the Issuer in the course of a Securitisation Transaction.*

The Issuer is a protected cell company incorporated in Gibraltar in the form of a public limited liability company. The Issuer was established as a special purpose vehicle for the purpose of issuing asset backed securities in the context of Securitisation Transactions. The Issuer shall issue financial instruments whose value or yield is linked to the securitized Collateral comprised in separate Cells.

The term "Exchange Traded Instrument" and "ETI" are used to describe Securities whose value is linked 1:1 to underlying Collateral comprised in Cell [●].

Items designated with the placemark '[●]' may be different in respect of each Series and are unknown as at the date of this Base Prospectus. Such Items shall be confirmed and specified in the Final Terms issued in connection with each Series.

These General Conditions must be read in conjunction with the remaining Sections of this Base Prospectus and the Final Terms issued in respect of any relevant Series. Any decision to invest in Securities should be based on consideration of the Base Prospectus as a whole, including any information incorporated by reference, and read together with the Final Terms.

### 3.1 INTRODUCTION

The Securities are issued by the Issuer as a Series of Exchange Traded Instrument certificates and references to "Securities" shall be construed as a reference to each Series accordingly.

### 3.2 THE SECURITIES

<b>Series Name/Number:</b>	[●] ETI
<b>Cell:</b>	[●]
<b>Identification Code:</b>	ISIN: [●]
<b>Type of Security:</b>	Asset Backed
<b>Currency:</b>	[●]
<b>Form of Securities:</b>	[Registered] [Bearer]
<b>Specified Denomination:</b>	[●] per Security
<b>Issue Price:</b>	[●] per Security
	[●] ([●] units)
<b>Minimum Subscription:</b>	[●]
<b>Maximum Number of Securities:</b>	[●]
<b>Issue Date:</b>	[●]
<b>Offering Period:</b>	[●] up to [●]
<b>Redemption Valuation Day:</b>	[●]
<b>Repayment Day:</b>	The later of the following: (i) the fifteenth (15 <sup>th</sup> ) Business Day following the relevant Redemption Valuation Day; or (ii) the fifteenth (15 <sup>th</sup> ) 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 Cell [●] as would suffice to finance the settlement of the Redemption Amount.
<b>Redemption Notice Period:</b>	[●]
<b>EUSIPA Code:</b>	[●]

The Issuer will use the proceeds from the issue of the Securities solely for the purpose of investing in the underlying Collateral to be allocated to Cell [●].

The Securities shall constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves and with all other outstanding unsecured and unsubordinated obligations of the Issuer with respect to the Collateral comprised in Cell [●], unless mandatory legal provisions require otherwise.

The Securities shall accordingly be identified by reference to Cell [●].

The Securities are not insured or guaranteed by any government or government agency.

[The Securities will be issued in registered form and no certificates shall be delivered to Investors. The Securities shall be and remain dematerialised and, as such, notwithstanding anything contained in this document:

- (i) terms and conditions relating to such Securities, 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 Clearing Rules and any applicable rules and procedures set out by the Relevant Clearing System providing dematerialisation and any other provisions of this Base Prospectus and the relevant Final Terms shall apply only to the extent that they are not inconsistent with the Relevant Clearing Rules and/or any such applicable rules and procedures; and
- (ii) any amendment, variation or deletion of the terms of this section 3.2 shall be subject to the prior express written approval of the Relevant Clearing System.

Title to Securities will be evidenced merely by virtue of registration in the books of the Relevant Clearing System.]

[The Securities will be issued in bearer form and shall be deposited as variable global certificates representing up to [●] units with and held with the Relevant Clearing System. The Issuer and the relevant Agents shall (except as otherwise required by law or ordered by a court of competent jurisdiction) deem and treat the holder of any bearer instrument representing a Security as the absolute owner of that Security for all purposes and no person shall be liable for so treating the holder.]

The Securities are transferable in accordance with applicable law and in accordance with the Relevant Clearing Rules. Title to Securities will pass upon registration of the transfer in the books of the Relevant Clearing System.

### **3.3 AGENTS**

The Issuer shall engage Agents in respect of the Securities. Such Agents shall act solely as such in respect of the Issuer and shall not assume any obligation or duty to, or any relationship of agency or trust for or with, any Investor. The Issuer reserves the right to vary or terminate the appointment of the Agents and to appoint additional or other Agents.

The cost of Agents will be paid directly out of the proceeds derived from the Collateral comprised in Cell [●]. Such costs will reduce the value and yield of the said Collateral and, as a result, the value of the Securities.

The agreements executed with the Agents shall be available for inspection by Investors at the Issuer's registered office during normal office hours.

The Agents shall be released from the restrictions set out in article 181 of the German Civil Code.

The Agents are unaffiliated to the Issuer.

### **3.3.1 ARRANGER**

**Arranger:** Argentarius ETI Management Ltd

Argentarius ETI Management Ltd provides technical and management services to securitisation vehicles or in connection with the assets or risks thereof.

The Arranger shall secure the conclusion of all agreements and transactions contemplated in this Base Prospectus in connection with the issue of Securities and including, but not limited to, agreements and transactions securing the Issuer's acquisition of Collateral and agreements engaging the Agents and the Relevant Clearing System.

### **3.3.2 PAYING AGENT**

The Issuer may appoint a Paying Agent and any sub-agent thereof as may be identified in the Final Terms.

**Paying Agent:** [●]

**Sub-agent:** [●]

Subject to the specific provisions of the Final Terms, the Paying Agent will be responsible to pay, or cause to be paid, all amounts due to Investors. The Issuer will generally procure the transfer of any payments receivable from Collateral Obligors to be made to the Paying Agent prior to payment to Investors. The manner in which payments shall be collected from any relevant Collateral Obligor shall be specified in the Final Terms.

The Issuer is entitled to replace the Paying Agent or any sub-agent thereof at any time with any other bank or financial services institution having its head office or a branch office within a country of the European Economic Area, as well as to appoint one or several additional Paying Agents and/or sub-agents thereof and revoke their appointment. The Paying Agent and/or any sub-agent thereof shall also have the right to resign from their appointment subject to the terms of their respective appointment. Notice of such replacement, appointment and revocation shall be promptly published in accordance with section 3.19 of these General Conditions.

If the Issuer shall not appoint a Paying Agent, the Issuer will itself be responsible to disburse, or cause to be disbursed, all amounts due to Investors, subject to those amounts being received by the Issuer.

### **3.3.3 CALCULATION AGENT**

**Calculation Agent:** Argentarius ETI Management Ltd

The Calculation Agent shall be responsible to determine the value of the Securities on a Redemption Valuation Day and the resulting Redemption Amount due to an Investor pursuant to his redemption of Securities. The Calculation Agent shall make all relevant determinations and/or calculations accordingly.

The Issuer is entitled to replace the Calculation Agent with any other person in accordance with the terms and conditions set out in an agreement between the Issuer and the Calculation Agent.

### **3.3.4 RELEVANT CLEARING SYSTEM**

The Securities will be deposited with and held on the Relevant Clearing System as shall be identified in the Final Terms.

**Relevant Clearing System:** [●]

Address: [●]

The agreement executed with the Relevant Clearing System shall be available for inspection by Investors at the Issuer's registered office during normal office hours.

### **3.3.5 LISTING AGENT**

The Issuer has appointed Argentarius ETI Management Ltd as the Listing Agent

The Listing Agent shall, *inter alia*, have such functions and responsibilities as may from time to time be prescribed pursuant to the Listing Rules, and shall for such purposes liaise with the FSC.

### **3.4 FEES**

In terms of agreements executed with the Agents and the Relevant Clearing System, the Agents and the Relevant Clearing System shall, together and in relation to Cell [●], be entitled to aggregate fixed fees of up to [●] Euros (€[●]) *per annum* plus volume-based fees of up to [●]% of placed volume per annum plus a one-off placement fee of up to [●]% of the placed volume.

The Agents will also be entitled to a full reimbursement by the Issuer of all properly incurred and approved out-of pocket expenses.

### **3.5 RIGHTS APPERTAINING TO INVESTORS**

[The Securities do not bear interest] [Coupon payments shall be made on the Securities as follows – [●]]

The Securities give each Investor the right to receive a potential return (that is, the Redemption Amount) on the Securities 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 and conditions of the Securities – see section 3.20 of these General Conditions.

The Securities shall have a value or yield which is linked to the securitized Collateral comprised in Cell [●]. Such value or yield shall be calculated and published by the Calculation Agent in accordance with section 3.12 of these General Conditions.

The Investor shall have a right to receive the Redemption Amount upon a redemption of the Securities.

### **3.6 COUPON PAYMENTS**

[The Securities are non-interest bearing such that no coupon payments shall be made on the Securities.]

[Coupon payments shall be made on the Securities as follows – [●]]

### **3.7 COLLATERAL COMPRISED IN CELL [●]**

The Collateral comprised in Cell [●] shall have characteristics that demonstrate capacity to produce funds to service the Issuer's obligations to make payments due and payable under the Securities.

Such Collateral comprised in Cell [●] shall (unless substituted) consist of [Securitisation Bonds] [Instruments] issued by [●] and having ISIN [●], and is governed by the laws of [●].

The Collateral comprised in Cell [●] 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 Securities but prior to the Issuer's acquisition of the Collateral) 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 securities having a maturity of less than one (1) year and principal protection. Such assets shall likewise represent assets backing the Securities and would accordingly be taken into account in the determination of the Redemption Amount.

### **3.8 TERM OF THE SECURITIES**

The Securities are constituted for an unlimited duration but may be redeemed by the Investor as set out in section 3.11 of these General Conditions or by the Issuer as set out in section 3.15 of these General Conditions.

The Redemption Amount ultimately payable to Investors pursuant to the redemption of Securities shall not be subject to amortisation.

### **3.9 RATING**

Securities issued in a Series may be rated. The Final Terms will specify whether a Series is rated or unrated.

### **3.10 TRANSFERS**

Transfers of Securities may only be effected through the Relevant Clearing System and only in accordance with the Relevant Clearing Rules.

Transactions in the Securities may, if specified in the Final Terms, be subject to a Minimum Tradable Amount, in which case such Securities will be transferable only in a number not being less than such Minimum Tradable Amount.

### **3.11 REDEMPTION OF SECURITIES BY INVESTORS**

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

- (i) full name and address of the Investor;
- (ii) the International Security Identification Number (ISIN) of the Securities to be redeemed;
- (iii) the quantity of Securities to be redeemed; and
- (iv) the account of the Investor with a bank in a member state of the European Economic Area, to which any payments owed under the Securities 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 (if appointed) 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:

- (i) prior to the lapse of the Lock-In Period, if any, applicable in respect of the Securities and specified in the Final Terms;
- (ii) should it seek to secure the redemption of such number of Securities being less than the Minimum Tradable Amount, if any, applicable in respect of the Securities and specified in the Final Terms;
- (iii) whilst redemptions are temporarily suspended in the circumstances identified in section 1.2.4 of this Base Prospectus.

### 3.12 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 fees and any liabilities attributable in whole or in part to the Securities) and shall publish the same in accordance with section 3.19 of these General Conditions. 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 Securities (the “**Redemption Amount**”) shall be determined as follows:

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

**VoLC(t):** *Value of Cell [●] as at the Redemption Valuation Day*

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

The Redemption Amount shall be determined by the Calculation Agent by reference to such factors as the Calculation Agent considers in good faith to be appropriate including, without limitation:

- (i) market prices or values for the assets representing the Collateral comprised in Cell [●] and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the time;
- (ii) internal pricing models; and
- (iii) 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 Cell [●] and/or the redemption of the Securities.

The Calculation Agent shall not be required to determine the Redemption Amount should the Issuer, the Calculation Agent and the Paying Agent (if appointed) not have received any Redemption Notice for the redemption of any Securities or should the redemption of Securities be suspended – see Section 1.2.4 of

this Base Prospectus.

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.

### **3.13 REDUCTION OF AMOUNTS PAYABLE; LIMITED RECOURSE**

The claims of Investors against the Issuer under the Securities may be satisfied only from the Collateral comprised in Cell [●].

The Redemption Amount shall be paid from the proceeds received from the Collateral comprised in Cell [●] or from the redemption, cancellation, surrender or other disposal of such Collateral.

As a result, the redemption of the Securities is dependent on payments received by the Issuer from the Collateral comprised in Cell [●] 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 Securities. If the Collateral comprised in Cell [●] 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.

In case the realised Collateral should not be sufficient to pay out all parties, the proceeds from the Collateral shall be distributed at the following ranking (if and to the extent permitted by the applicable law and without prejudice to any agreements entered into with third parties):

- [1. Paying Agent]
2. Investors
3. Calculation Agent
4. Arranger
- [5. Listing Agent]

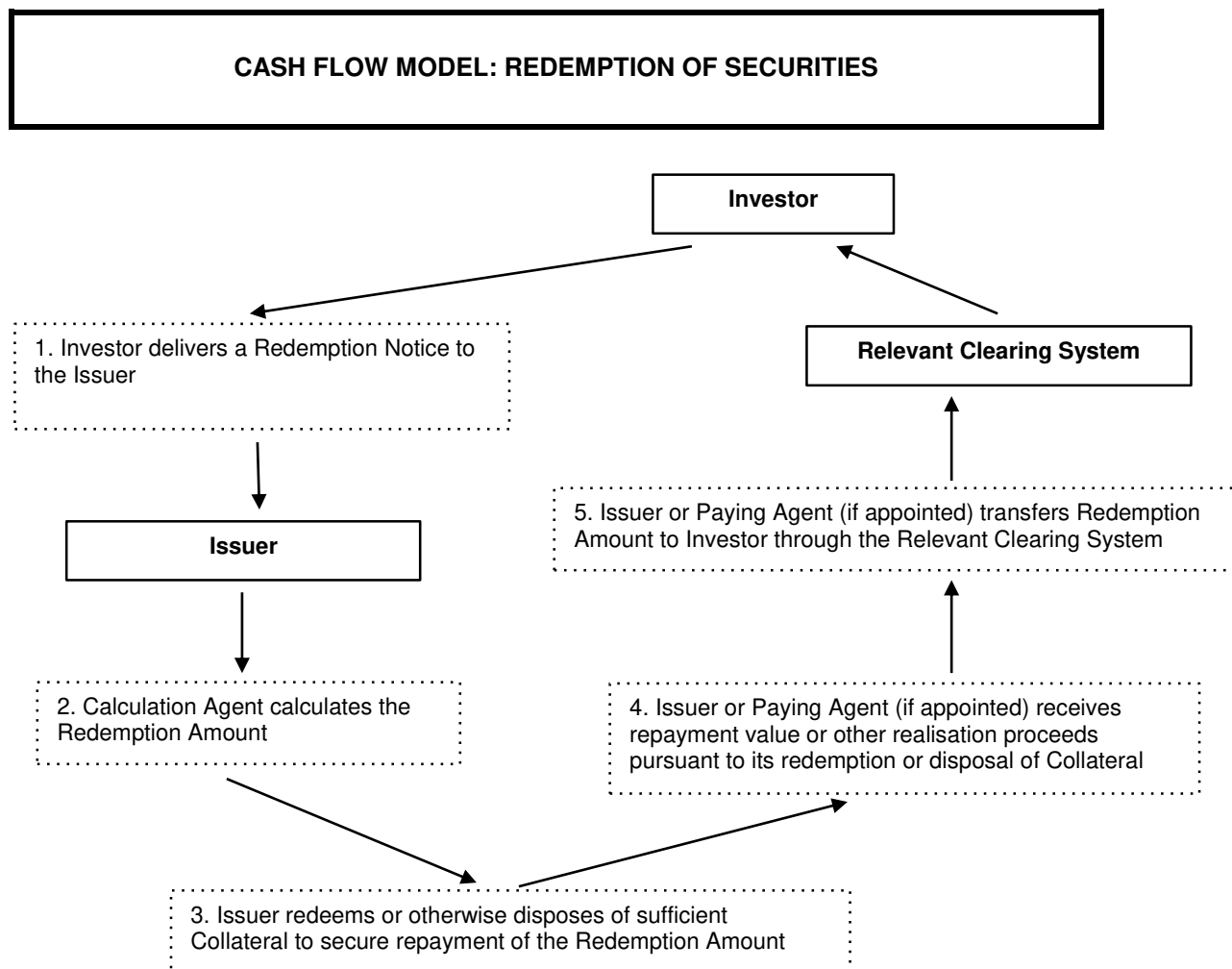
By subscribing for Securities or otherwise acquiring the Securities, an Investor expressly acknowledges and accepts that the Issuer: (i) acts in compliance with Gibraltar law and any other applicable law; and (ii) has created a specific cell (that is, Cell [●]) in respect of the Securities to which all assets, rights, claims and agreements relating to the Securities will be allocated.

Furthermore, an Investor acknowledges and accepts that it only has recourse to the Collateral comprised in Cell [●] and not to the assets allocated to other cells 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 Cell [●] 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 Cell [●] or to other cells 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 such application made by a third party, such Investor will *ipso jure* lose all rights under the Securities.

### 3.14 CASH FLOW MODEL – REDEMPTION OF SECURITIES BY INVESTORS



### 3.15 ADJUSTMENT OR EARLY REDEMPTION BY THE ISSUER

If a Disruption Event occurs, the Issuer shall determine whether an appropriate adjustment can be made to the Conditions or any other provisions relating to the Securities to account for the economic effect of the relevant Disruption Event on any Securities and to preserve substantially the economic interests of Investors of affected Securities.

Should the Issuer determine that any such adjustment/s may be made, the Issuer shall determine the effective date of such adjustment/s, notify the said Investors of any such adjustment/s and take the necessary steps to effect such adjustment/s. The Issuer shall notify affected Investors of any such adjustment/s as soon as reasonably practicable after the nature and effective date of the adjustment/s are determined.

On the other hand, should the Issuer determine that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic interests of Investors holding relevant Securities, the Issuer shall, on giving such Investors irrevocable notice for not less than the Redemption Notice Period, cancel all of the Securities and pay to each Investor, in respect of the Securities held by it, an amount equal to the Redemption Amount.

All determinations made by the Issuer in terms hereof shall be conclusive and binding on the Investors and on any person generally, except in the case of manifest error.

The Issuer shall also be entitled to terminate all outstanding Securities on any Redemption Valuation Day by giving at least one month's notice to Investors holding such Securities.

### **3.16 PAYMENTS**

Payments made in respect of the Securities shall not be subject to any waterfall structure or mechanism.

The Redemption Amount will be paid on the Repayment Day.

Once sufficient proceeds are received as aforesaid, the [Issuer] [Paying Agent] will arrange for the transfer and payment, through the Relevant Clearing System, of the Redemption Amount to the account of the Investor.

[Payments of the Redemption Amount will be made against and subject to the presentation and surrender (or, in the case of part payment, endorsement) of the relevant bearer instruments representing the redeemed Securities at the specified office of the [Issuer] [Paying Agent]. Neither the Issuer nor the Paying Agent are required to verify the authority of persons surrendering Securities as aforesaid.] [Payments of the Redemption Amount will be made to the person appearing entitled thereto in the books of the Relevant Clearing System.]

If the number of Securities to be redeemed as specified in the Redemption Notice differs from the number of [bearer instruments surrendered to the [Issuer] [Paying Agent]] [Securities registered as held by the relevant Investor], the Redemption Notice shall be deemed to have been made only for the smaller of both numbers of Securities. [Any bearer instruments surrendered in excess shall be re-transferred to the Investor at its exclusive risk and expense.]

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 Securities 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 Securities and any payments by the Issuer 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 Clearing Rules) and the Issuer, the Relevant Clearing System 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 Relevant Clearing System in the performance of their respective duties in relation to the Securities.

If the Issuer determines that any condition to payment to be satisfied by an Investor has not been satisfied in respect of the Securities 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 the Relevant Clearing System, as applicable, required by the Issuer, the relevant Agent and/or the Relevant Clearing System to effect such payment to the Investor (or to its order) within the required time period.

### **3.17 PRESCRIPTION – STATUTE OF LIMITATIONS**

Any claim for the Redemption Amount shall be prescribed (time-barred) upon the lapse of thirty (30) years.

### **3.18 POST ISSUANCE REPORTING**

The Issuer does not intend to provide post issuance transaction information regarding the Securities or the performance of the Collateral.

However, the Issuer intends to provide information to the public on an ongoing basis particularly in satisfaction of requirements prescribed by the GSX, but provided that such information shall not represent an additional offer to the public. Any such information shall be published in the manner prescribed in section 3.19 immediately hereunder.

### **3.19 NOTICES TO INVESTORS**

All notices to Investors will be deemed to have been duly given and valid:

- (i) if published on [www.argentarius-group.com](http://www.argentarius-group.com) and will be deemed to have been given on the date of first publication; and
- (ii) if given in accordance with the rules and regulations of the GSX and will be deemed to have been given on the first date of transmission or publication.

Notices to Investors may also be duly given and valid if given to the Relevant Clearing System.

For so long as the Securities are listed on any other Regulated Market or Multilateral Trading Facility and the rules of that Regulated Market or Multilateral Trading Facility so require or otherwise allow, notices may also be published either on the website of such Regulated Market or Multilateral Trading Facility and/or otherwise in accordance with the applicable rules of such Regulated Market or Multilateral Trading Facility.

Failure to give notice where required will not invalidate any determination, calculation or correction, as applicable.

### **3.20 MODIFICATIONS**

The Conditions relating to the Securities may be amended by the Issuer without the consent of the Investors holding Securities if, in the reasonable opinion of the Issuer, the amendment: (i) is of a formal, minor or technical nature; (ii) is made to correct a manifest or proven error or omission; (iii) is made to comply with mandatory provisions of any applicable law; (iv) is made to cure, correct or supplement any defective provision contained herein; and/or (v) will not materially and adversely affect the interests of Investors. Any such modification shall be binding on Investors and any such modification shall take effect by notice to Investors.

The Conditions may be adjusted, by the Issuer, in its exclusive discretion and without the consent of Investors, pursuant to a Disruption Event.

For the avoidance of any doubt any Agent may be appointed or engaged and any such appointment or engagement may be terminated or the terms of any such appointment or engagement may be adjusted without notice to the Investors and without requiring their approval.

Furthermore, any substitution of Collateral comprised in Cell [●] or of the Collateral Obligor may be effected with notice to affected Investors (subject to such Investor's entitlement to procure the redemption of their Securities prior to any such substitution) but without requiring their approval.

The Issuer may otherwise call a meeting of Investors by giving at least twenty (20) Business Days' notice to all Investors. The Conditions may be modified by means of a resolution approved by at least seventy five per cent (75%) of Investors attending any such meeting.

### **3.21 PURCHASES AND CANCELLATIONS**

The Issuer may at any time purchase Securities in the open market or otherwise at any price. The Issuer shall not be obliged to inform Investors of any such purchase of Securities. Securities so purchased may be held, surrendered for cancellation or resold, all in accordance with applicable laws and regulations.

### **3.22 OTHER OBLIGATIONS OF THE ISSUER**

The Issuer is authorised to issue, at any time and without the consent of Investors, further Securities with other conditions, other bonds, participation certificates, common stock, preferred stock or other financial instruments and the Issuer is unlimited in obtaining bank or other third party finance. No Investor shall be entitled to any subscription or pre-emption entitlement in respect or upon any issue of such further Securities.

### **3.23 INTERMEDIARIES**

The Final Terms will specify whether the Issuer has authorised a broker, dealer, salesman or other person to publish or issue any advertisement or to give any information or to make any representations in connection with the sale of the Securities, and the terms and conditions of any such authorisation.

### **3.24 ADMISSION TO LISTING**

Application shall be made for the Securities to be admitted to trading on the GSX, which is a Regulated Market in terms of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004

on markets in financial instruments.

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

### **3.25 DOCUMENTS AVAILABLE FOR INSPECTION**

Whilst this Base Prospectus remains valid and in force, the following documents (or copies thereof) may be inspected at the registered office or on the website maintained by of the Issuer:

- (i) the Memorandum;
- (ii) the Articles;
- (iii) any documents incorporated in this Base Prospectus by reference and identified as such in the section of this Base Prospectus headed "Documents Incorporated by Reference";
- (iv) the historical financial information of the Issuer as soon as such information shall become available.

### **3.26 MISCELLANEOUS**

The form and contents of the Securities as well as all rights and duties arising from the matters provided for in the Conditions shall be governed in all respects by the laws of [Malta] [Luxembourg] [United Kingdom].

The place of jurisdiction for any suit or other legal proceedings against the Issuer arising out of or in connection with the Securities is [Malta] [Luxembourg] [United Kingdom].

Should any provisions of these Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision, which reflects the economic purpose of the invalid provision as far as legally possible.

## **4. DEFINITIONS**

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

<b>"Agents"</b>	The Calculation Agent, the Arranger and the Listing Agent identified in section 3.3 of this Base Prospectus, and any Paying Agent identified in the Final Terms in respect of a Series.
<b>"Aggregate Nominal Amount"</b>	The aggregate nominal amount (referred to in Section 2.12 of this Base Prospectus) of the Securities in a Series on the Issue Date as specified in the Final Terms.
<b>"AIFM Directive"</b>	Directive 2011/61/EU of the European Parliament and of the Council of the 8 <sup>th</sup> June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
<b>"Articles"</b>	The Articles of Association of the Issuer.

<b>"Base Prospectus"</b>	This Base Prospectus as issued by the Issuer and as may be amended from time to time.
<b>"Business Day"</b>	Any day on which the Relevant Clearing System is open for the acceptance and execution of settlement orders.
<b>"Calculation Agent"</b>	Argentarius ETI Management Ltd.
<b>"Collateral"</b>	The assets specified as such in the Final Terms in relation to a Series and comprised in a Cell, and including any alternative assets acquired by the Issuer to substitute the said assets.
<b>"Collateral Obligor"</b>	The issuer of any Collateral identified as such in the Final Terms in relation to a Series.
<b>"Cell"</b>	A separate and distinct cell designated as such by the Issuer and comprising the Collateral linked to Securities in a Series having a value or yield which is linked to such segregated Cell.
<b>"Collateral Annex"</b>	Annex I of this Base Prospectus.
<b>"Companies Act"</b>	The Gibraltar Companies Act 2014.
<b>"Conditions"</b>	In relation to a Series, the General Conditions as supplemented by the Final Terms issued in respect of that Series.
<b>"Currency"</b>	The currency specified in the Final Terms.
<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 Securities.
<b>"Directors"</b>	The directors for the time being of the Issuer.
<b>"Disruption Event"</b>	Shall have the meaning given to it in Section 1.2.8 of this Base Prospectus.
<b>"EU"</b>	The European Union.
<b>"EUSIPA"</b>	European Structured Investment Products Associations.
<b>"EUSIPA Code"</b>	1300 - Tracker Certificates. A Code published by EUSIPA to set standards for a uniform categorization of structured investment products.
<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 Securities.



<b>"FATCA"</b>	The US Foreign Account Tax Compliance Act, 2010.
<b>"Final Terms"</b>	To be issued by the Issuer in respect of each Series and supplementing the General Conditions as regards that Series.
<b>"FSC"</b>	The Gibraltar Financial Services Commission.
<b>"General Conditions"</b>	The terms and conditions set out in this Base Prospectus in the section entitled "General Terms & Conditions".
<b>"GSX"</b>	The Gibraltar Stock Exchange.
<b>"GSX Limited"</b>	GSX Limited, a company incorporated in Gibraltar with registration number 108156.
<b>"Instrument"</b>	Any instrument which may be issued by any of the Collateral Obligors referred to in section (i) of Part A of the Collateral Annex and acquired by the Issuer as Collateral linked to Securities in a Series allocated to a Cell, as further specified in the relevant Final Terms.
<b>"Investor"</b>	A person holding Securities.
<b>"Issue Date"</b>	The issue date as specified in the Final Terms.
<b>"Issue Price"</b>	The issue price as specified in the Final Terms.
<b>"Issuer"</b>	iStructure PCC plc, a public limited liability company incorporated in Gibraltar with registration number 114345.
<b>"Listing Rules"</b>	The listing rules (as may be amended from time to time) setting out, <i>inter alia</i> , the procedures, formalities and requirements prescribed in connection with a listing on the GSX.
<b>"Lock-In Period"</b>	The period, if any, as may be specified in the Final Terms.
<b>"Maltese Collateral Obligor"</b>	The Collateral Obligor which is identified in section (ii) of Part A of the Collateral Annex.
<b>"Memorandum"</b>	The Memorandum of Association of the Issuer.
<b>"MFSA "</b>	The Malta Financial Services Authority.
<b>"Minimum Tradable Amount"</b>	The amount, if any, as specified in the Final Terms.
<b>"Multilateral Trading Facility"</b>	Shall have the same meaning given to it in Article 4(1) of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments.
<b>"Offering Period"</b>	Shall have the meaning given to it in Part B of the relevant Final Terms.

<b>"Paying Agent"</b>	Any institution identified as such in the Final Terms in respect of a Series.
<b>"Programme"</b>	The Offering Programme as defined in, established by, and contemplated in, this Base Prospectus, as the same may be from time to time amended, supplemented or modified.
<b>"Prospectus Directive"</b>	Directive 2003/71/EC of the European Parliament and of the Council on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (as amended by Directive 2010/73/EU of the European Parliament and of the Council and Commission).
<b>"Prospectus Regulation"</b>	Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (as amended by delegated Regulation (EU) No. 486/2012 of 30 March 2012, Commission delegated regulation (EU) No. 862/2012 of 4 June, 2012, Commission delegated Regulation (EU) No. 759/2013 of 30 April 2013 and Commission delegated Regulation (EU) No. 382/2014 of 7 March 2014).
<b>"Protected Cell Companies Act"</b>	The Gibraltar Protected Cell Companies Act 2001.
<b>"Rating Agency"</b>	Any debt-rating agency specified as such in the Final Terms.
<b>"Redemption Amount"</b>	Shall have the meaning given to it in Section 3.12 of this Base Prospectus.
<b>"Redemption Valuation Day"</b>	A Business Day on which the Redemption Amount may be calculated and which shall, in respect of a Series, be identified in the Final Terms.
<b>"Redemption Notice"</b>	The prescribed notification form which shall be annexed to the Final Terms as Annex C and which shall 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 Securities.
<b>"Redemption Notice Period"</b>	Five (5) Business Days or such other number as specified in the Final Terms (which shall not be less than five (5)) prior to a Redemption Valuation Day.
<b>"Regulated Market"</b>	a regulated market which qualifies as such in terms of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments.
<b>"Relevant Clearing Rules"</b>	The rules and procedures governing access to and the use of the Relevant Clearing System, as updated from time to time.

<b>"Relevant Clearing System"</b>	The clearing system as identified in the Final Terms, through which interests in Securities are to be held and/or through an account at which such Securities are to be cleared.
<b>"Repayment Day"</b>	The later of the following: <ul style="list-style-type: none"> <li>(i) the fifteenth (15<sup>th</sup>) Business Day following the relevant Redemption Valuation Day; or</li> <li>(ii) the fifteenth (15<sup>th</sup>) 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 Cell as would suffice to finance the settlement of the Redemption Amount.</li> </ul>
<b>"Securities"</b>	Any certificate which may from time to time be issued pursuant to the Programme in accordance with the terms of this Base Prospectus.
<b>"Securities Act"</b>	The US Securities Act, 1933.
<b>"Securitisation Act"</b>	The Securitisation Act, Chapter 484 of the laws of Malta.
<b>"Securitisation Bond"</b>	Any bond which may be issued by the Maltese Collateral Obligor and acquired by the Issuer as Collateral linked to Securities in a Series allocated to a Cell, as further specified in the relevant Final Terms.
<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>	Shall have the meaning given to it in Section 2.9 of this Base Prospectus.
<b>"Specified Denomination"</b>	The denomination per Security as shall be specified in the Final Terms.
<b>"UCITS"</b>	Undertakings which are harmonised in accordance with the UCITS Directive and which have: <ul style="list-style-type: none"> <li>(i) as their sole object, the collective investment in transferable securities, or in other liquid financial assets, of capital raised from the public and which operate on the principle of risk-spreading; and</li> <li>(ii) units which, at the request of holders, are repurchased or redeemed, directly or indirectly, out of those undertakings' assets. Action taken by a UCITS to ensure that the stock exchange value of its units does not significantly vary from their net asset value shall be</li> </ul>

regarded as equivalent to such repurchase or redemption.

**"UCITS Directive"**

Directive 2009/65/EC of the European parliament and of the Council of 13 July, 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as may be amended from time to time.

**"US"**

The United States of America.

**"US Person"**

As defined in Regulation S of the Securities Act.

Capitalised terms used but not defined in these General Conditions will have the meanings given to them in the Final Terms, the absence of any such meaning indicating that such term is not applicable to the Securities of the relevant Series.

A reference to a 'person' in the Conditions includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality).

A reference in the Conditions to a provision of law is a reference to that provision as amended or re-enacted.

References in the Conditions to a company or entity shall be deemed to include a reference to any successor or replacement thereto.

## **5. DOCUMENTS INCORPORATED BY REFERENCE**

This Base Prospectus incorporates by reference the following documents:

**Document incorporated by reference**

The Memorandum  
The Articles

**Pages of document incorporated by reference**

All pages  
All Pages

If a statement in any such document is amended or superseded, expressly, by implication or otherwise by a statement in a subsequent document and that subsequent document is incorporated by reference into this Base Prospectus, the original statement will no longer form part of this Base Prospectus.

The above documents may be inspected: (i) during normal business hours at the registered office of the Issuer, and (ii) at <http://www.argentarius-group.com>.

## **6. TAXATION**

Investors and prospective Investors are urged to seek professional advice as regards both Gibraltar and any foreign tax legislation which may be applicable to them in respect of the Securities, including their acquisition, holding and disposal as well as any income/gains derived therefrom or made on their disposal. The following is a summary of the anticipated tax treatment applicable to Investors insofar as taxation in Gibraltar is concerned.

This information below is being given solely for the general information of Investors and does not constitute legal or tax advice and does not purport to be exhaustive.

The said information is based on an interpretation of tax law and practice relative to the applicable legislation, as known to the Issuer at the date of this Base Prospectus. Investors are reminded that tax law and practice and their interpretation may change from time to time.

### **Gibraltar Tax Exposure of the Issuer**

No income tax should effectively be chargeable in Gibraltar on profits (if any) derived by the Issuer. Investors are, however, reminded that tax law and practice and their interpretation may change from time to time.

### **Gibraltar Capital Gains on Disposals or Redemptions of Securities**

Any disposal or redemption of Securities would not trigger Gibraltar tax on gains derived as a result of such disposal or redemption.

**INVESTORS AND PROSPECTIVE INVESTORS ARE URGED TO SEEK PROFESSIONAL ADVICE AS REGARDS BOTH GIBRALTAR AND ANY FOREIGN TAX LEGISLATION APPLICABLE TO THE ACQUISITION, HOLDING AND DISPOSAL OF SECURITIES MADE BY THE ISSUER. THE ABOVE IS A SUMMARY OF THE ANTICIPATED GIBRALTAR TAX TREATMENT APPLICABLE TO THE SECURITIES AND TO INVESTORS.**

**THIS INFORMATION, WHICH DOES NOT CONSTITUTE LEGAL OR TAX ADVICE, REFERS ONLY TO INVESTORS WHO DO NOT DEAL IN SECURITIES IN THE COURSE OF THEIR NORMAL TRADING ACTIVITY.**

## 7. SELLING RESTRICTIONS

No representation is made that any action has been or will be taken by the Issuer in any jurisdiction that would permit a public offering of any of the Securities or possession or distribution of the Base Prospectus or any Final Terms in relation to any Securities in any country or jurisdiction where action for that purpose is required (other than actions by the Issuer to meet the requirements of the Prospectus Directive for offerings contemplated in this Base Prospectus and/or the Final Terms). No offers, sales, re-sales or deliveries of any Securities, or distribution of any offering material relating to any Securities, may be made in or from any jurisdiction and/or to any individual or entity except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

### European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**"), the Issuer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- (i) if the Issuer expressly specifies that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Public Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Public Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than one hundred (100) or, if the Relevant Member State has implemented the relevant provisions of Directive 2010/73/EU, one hundred and fifty (150), natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive.

For the purposes of this provision, the expression 'an offer of Securities to the public' in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

### The Grand Duchy of Luxembourg

In addition to the cases described immediately above when the Issuer may, in terms of the Prospectus

Directive, make an offer of Securities to the public in an EEA Member State (including the Grand Duchy of Luxembourg) ("**Luxembourg**"), the Issuer may also make an offer of Securities to the public in Luxembourg:

- (i) at any time, to national and regional governments, central banks, international and supranational institutions (such as the International Monetary Fund, the European Central Bank, the European Investment Bank) and other similar international organisations;
- (ii) at any time, to legal entities which are authorised or regulated to operate in the financial markets (including credit institutions, investment firms, other authorised or regulated financial institutions, undertakings for collective investment and their management companies, pension and investment funds and their management companies, insurance undertakings and commodity dealers) as well as entities not so authorised or regulated whose corporate purpose is solely to invest in securities; and
- (iii) at any time, to certain natural persons or small and medium-sized enterprises (as defined in the Luxembourg act dated 10 July 2005 on prospectuses for securities implementing the Prospectus 235 Directive into Luxembourg law) recorded in the register of natural persons or small and medium sized enterprises considered as qualified investors as held by the *Commission de surveillance du secteur financier* as competent authority in Luxembourg in accordance with the Prospectus Directive.

### **Switzerland**

The Securities may not be publicly distributed in Switzerland. This Base Prospectus shall not be dispatched, copied to or otherwise made available to, and the Securities may not be offered for sale to any person in Switzerland, except to 'qualified investors' as defined in Article 10 of the Swiss Act on Collective Investment Schemes ("**CISA**").

This document is neither a prospectus according to Article 652a or Article 1156 of the Swiss Code of Obligations nor a simplified prospectus according to Article 5 of the CISA nor a listing prospectus according to the Listing Rules of the SIX Swiss Exchange.

### **United Kingdom**

The Issuer has represented and agreed that:

- (i) it has only communicated or caused to be communicated, and it will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) in connection with the issue or sale of the Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA (and all rules and regulations made pursuant to the FSMA) with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

### **United States of America**

The Securities have not been and will not be registered under the US Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Securities are being offered and sold outside the United States to non-US persons in reliance on Regulation S under the Securities Act. Subject to exceptions contained in the said Regulation S under the Securities Act, Securities may not be offered or sold within the United States or to US persons (as defined in the said Regulation S).

## 8. DIRECTORY

### iSTRUCTURE PCC PLC

**Registered  
Office:**

**46, The Sails Tower**  
Queensway Quay  
Gibraltar, GX11 1AA

Tel: +356 20167300  
Fax: +356 20167358  
Email: [solutions@argentarius-group.com](mailto:solutions@argentarius-group.com)  
Website: [www.argentarius-group.com](http://www.argentarius-group.com)

**Directors:**

**Andreas Woelfl**  
'Argentarius House'  
7, Triq San Mark  
Valletta VLT1364  
Malta

Tel: (+356) 201673-00  
Fax: (+356) 20167358  
Email: [andreas@argentarius-group.com](mailto:andreas@argentarius-group.com)

**Edit Czigler**  
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Malta

Tel: (+356) 2016073-0057  
Fax: (+356) 20167358  
Email: [edit@argentarius-group.com](mailto:edit@argentarius-group.com)

**Secretary:**

**Vista Corporate Services Limited**  
46, The Sails Tower  
Queensway Quay  
Gibraltar, GX11 1AA

Tel: +356 20167300  
Fax: +356 20167358  
Email: [solutions@argentarius-group.com](mailto:solutions@argentarius-group.com)

**Calculation  
Agent:**

**Argentarius ETI Management Ltd**  
'Argentarius House'  
7, Triq San Mark  
Valletta VLT1364  
Malta

Tel: (+356) 201673-00  
Fax: (+356) 20167358



Email: solutions@argentarius-group.com  
Website: http://www.argentarius-group.com

**Paying Agent:** [●]  
[●]

Tel: [●]  
Fax: [●]  
Email: [●]  
Website: [●]

**Arranger:** **Argentarius ETI Management Ltd**  
'Argentarius House'  
7, Triq San Mark  
Valletta VLT1364  
Malta

Tel: (+356) 201673-00  
Fax: (+356) 20167358-  
Email: solutions@argentarius-group.com  
Website: [www.argentarius-group.com](http://www.argentarius-group.com)

**Listing Agent:** **Argentarius ETI Management Ltd**  
'Argentarius House'  
7, Triq San Mark  
Valletta VLT1364  
Malta

Tel: (+356) 201673-00  
Fax: (+356) 20167358  
Email: solutions@argentarius-group.com  
Website: [www.argentarius-group.com](http://www.argentarius-group.com)

**Auditor:** **Pricewaterhouse Coopers (Malta)**  
78, Mill Street  
Qormi QRM3101  
Malta

Tel: +356 21247000  
Fax: +356 21 244768  
Email: info@mt.pwc.com  
Website: http://www.pwc.com/mt/en.html

## ANNEX I – COLLATERAL ANNEX

### PART A – COLLATERAL OBLIGORS

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

- (i) **Entities having securities admitted to trading on a Regulated Market and which may issue Collateral for acquisition by the Issuer in relation to a specific Series – such securities admitted to trading representing the Collateral comprised in a specific Cell**

Name of the Collateral Obligor	Registered Address	Country of Incorporation	General Description of the Collateral Obligor	Method of creation of the Collateral issued by the Collateral Obligor
European Investment Bank	98-100 Blvd Konrad Adenauer, Luxembourg, 2950, Luxembourg	Luxembourg	<p>The object of the Collateral Obligor is to be the EU's project financing arm. It is 100% owned and unconditionally supported by the 28 EU member States and operates as an autonomous institution on a self-sustaining, non-profit maximising basis.</p> <p>The Collateral Obligor has financial instruments listed on the regulated market of the Frankfurt Exchange.</p> <p>Further information on the Collateral Obligor may be found on its website: <a href="http://www.eib.org">http://www.eib.org</a></p>	Issued in the normal course of its business
Federal Republic of Germany	Bundesrepublik Deutschland – Finanzagentur GmbH Lurgiallee 5	Germany	<p>The Collateral Obligor is a sovereign country located in west-central Europe with Denmark bordering to the north, Poland and the Czech Republic to the east, Austria and Switzerland to the south, France and Luxembourg to the southwest, and Belgium and the Netherlands to the northwest.</p> <p>The Collateral Obligor has financial instruments listed on the regulated market of the Frankfurt Exchange.</p> <p>Further information on the Collateral Obligor may be found on its website: <a href="http://www.bundesregierung.de/We">http://www.bundesregierung.de/We</a></p>	Issued by auction through the Auction Group Bund Issues (Bietergruppe Bundesemissionen). Such auctions are governed by the "Auction rules for the issue of Federal bonds, five-year Federal notes, Federal Treasury notes and Treasury discount paper

			bs/Breg/EN/Homepage/_node.ht ml	of the German Government". For the total amount of each issue, a collective debt register claim for Clearstream Banking AG Frankfurt will be entered in the Federal debt register (book-entry securities). The creditors of German government securities receive co-ownership rights in the collective debt register claim entered in the Federal debt register. The creation of an individual debt register claim is excluded by the issuance terms and conditions. No certificates will be issued throughout the time up to maturity.
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- (ii) Entitles having no securities admitted to trading on a Regulated Market that may act as Collateral Obligors issuing Securitisation Bonds as Collateral held by the Issuer in a Cell

<b>MALTESE COLLATERAL OBLIGOR</b>	
<b><i>Legal &amp; Commercial Name of Collateral Obligor:</i></b>	ETI Malta Ltd
<b><i>Place of Registration:</i></b>	Malta
<b><i>Registration Number:</i></b>	C74746
<b><i>Date of Incorporation:</i></b>	10 March, 2016
<b><i>Length of Life of the Collateral Obligor:</i></b>	Indefinite
<b><i>Domicile:</i></b>	Malta

<b>Legal form:</b>	Private limited liability company
<b>Operating under the laws of:</b>	Malta
<b>Registered Office:</b>	'Argentarius House', 7, Triq San Mark, Valletta VLT 1364, Malta
<b>Principal Place of Business:</b>	'Argentarius House', 7, Triq San Mark, Valletta VLT 1364, Malta
<b>Telephone:</b>	+356 201073-57
<b>Auditor:</b>	Pricewaterhouse Coopers (Malta) – 78, Mill Street, Qormi QRM3101, Malta
<b>Directors &amp; Business Addresses:</b>	Andreas Woelfl – 'Argentarius House', 7, Triq San Mark, Valletta VLT1364, Malta  Edit Czigler – 'Argentarius House', 7, Triq San Mark, Valletta VLT1364, Malta
<b>Shareholders &amp; Business Addresses:</b>	Argentarius Securitisations Holding Establishment Aktiengesellschaft – Austrasse 13 9490, Vaduz, Liechtenstein (holder of all voting and participating shares in the Maltese Collateral Obligor)  Argentarius ETI Management Limited - 'Argentarius House', 7, Triq San Mark, Valletta VLT1364, Malta (holder of one non-voting and non-participating share in the Maltese Collateral Obligor)
<b>Conflict of interest:</b>	The Maltese Collateral Obligor is a subsidiary of Argentarius Securitisations Holding Establishment, a company registered in Liechtenstein with registration number FL-0002.464.557-5, which in turn holds all the voting and participating shares in Argentarius ETI Management Ltd. The Maltese Collateral Obligor may engage the same Agents as the Issuer, or any one of them, as may be required.  The Maltese Collateral Obligor may acquire and hold Securities in relation to each Series prior to the lapse of the Offering Period and having an aggregate value not exceeding ten million Euros (€10,000,000) per Series. Such Securities shall be held to secure some liquidity on the secondary market (see sections 1.3 and 2.13 of this Base Prospectus) and would not, in the circumstances, create any conflict of interest.

The Maltese Collateral Obligor may appoint a third party entity as its asset manager (the “**Asset Manager**”) with responsibility to manage the Maltese Collateral Obligor’s assets. The Maltese Collateral Obligor shall exercise due skill, care and diligence when appointing the Asset Manager.

The Maltese Collateral Obligor is constituted as a securitisation vehicle for the purpose of issuing Securitisation Bonds in the course of any securitisation transactions as permitted in terms of the Securitisation Act.

As such, the objects and purposes of the Maltese Collateral Obligor 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 securitization 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.

In terms of the Securitisation Act, the Maltese Collateral Obligor does not currently require a domestic license or other authorisation to conduct business as a securitisation vehicle in or from Malta. The Maltese regulator (MFSA) has, however, been notified by the Maltese Collateral Obligor that it shall commence and conduct business as a securitisation vehicle in or from Malta.

In terms of Article 22(3) of the Securitisation Act, the Maltese Collateral Obligor is entitled to issue Securitisation Bonds whose value or yield is linked to specific compartments, assets or risks, or whose repayment is subject to the repayment of other instruments, certain claims or certain categories of shares.

The Maltese Collateral Obligor shall avail itself of the said entitlement to segregate securitised assets into compartments. As such, the value of the Collateral issued by the Maltese Collateral Obligor shall be linked to the securitized assets comprised in a compartment as aforesaid.

The directors of the Maltese Collateral Obligor shall establish and maintain separate accounting records for each of the compartments for the purposes of ascertaining the rights of holders of Securitisation Bonds issued and relating to each compartment. Such accounting records shall be conclusive evidence of such rights in the absence of manifest error.

The assets comprised in a compartment would, in principle, be available only to satisfy the rights of the holders of Securitisation Bonds linked to that compartment and the rights of creditors whose claims have arisen at the occasion of the constitution, the operation or the liquidation of that compartment.

The fees, costs and expenses incurred in relation to any issue of Securitisation Bonds shall be allocated to the specific compartment relating to the relevant Securitisation Bonds. The holders of such Securitisation Bonds will have recourse only to the assets allocated to the compartment relating to such Securitisation Bonds.

Fees, expenses and other liabilities incurred by or on behalf of the Maltese Collateral Obligor but which do not relate specifically to any specific compartment may, under certain circumstances, be payable out of the assets comprised in the assets allocated to all or some of the compartments which may be created by the Maltese Collateral Obligor.

In terms of Article 16 of the Securitisation Act, investors holding Securitisation Bonds shall have a privilege over the assets backing the issue of such Securitisation Bonds, and such privilege shall rank prior to all other claims at law – except for other securitisation creditors who enjoy a prior ranking granted to them with the consent or knowledge of the investors. The Maltese Collateral Obligor understands that the said privilege appertaining to an investor should be effective limitedly to the assets comprised in the relevant compartment which is linked to an issue of the Securitisation Bonds. The said privilege should

not, accordingly, extend over assets comprised in any other segregated compartment linked to any other Securitisation Bonds issued by the Maltese Collateral Obligor.

Prospective Investors are, however, advised that the Maltese Collateral Obligor's understanding of the scope of the said privilege is not supported by a legal opinion and, as far as the Issuer is aware, has not been tested in or confirmed by any court.

In the event that a claim is made against the Maltese Collateral Obligor, if the assets allocated and comprised in a relevant compartment in respect of which the claim is made are insufficient to cover such claim, the relevant claimant may nonetheless be allowed by any competent court to have recourse to the assets allocated and comprised in the other compartments created by the Maltese Collateral Obligor if any such court refuses:

- (i) to recognise the segregation of assets into distinct compartments; or
- (ii) to limit the scope of the aforementioned privilege appertaining to investors holding Securitisation Bonds to the assets comprised in the compartment relating to such Securitisation Bonds.

In light of the aforesaid, the Maltese Collateral Obligor shall require persons dealing with the Maltese Collateral Obligor (although there is no guarantee that the Maltese Collateral Obligor will be able to achieve this) to expressly acknowledge and confirm that they have no recourse against or to the assets of the Maltese Collateral Obligor and/or any compartment other than the specific compartment in respect of or with which they are dealing.

As at the date of this Base Prospectus, the directors of the Maltese Collateral Obligor are not aware of any challenge to the Maltese protection of assets segregated into compartments in terms of the Securitisation Act.

There have been no material events in connection with the Maltese Collateral Obligor since its incorporation and which are relevant to the evaluation of its solvency. No audited financial statements are available yet in respect of the Maltese Collateral Obligor. The Maltese Collateral Obligor shall prepare and maintain accounts in accordance with the standards required under the Companies Act (Chapter 386 of the laws of Malta). The Maltese Collateral Obligor's first accounts shall be made up for the accounting reference period commenced on the date of its incorporation (10 March, 2016) and ending on the 31 December, 2016. Such financial statements will be prepared and audited by application of International Financial Reporting Standards according to Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards.

There has been no material adverse change in the prospects of the Maltese Collateral Obligor since its incorporation. In addition, no significant change in the financial or trading position of the Maltese Collateral Obligor has occurred since its incorporation.

There were no governmental, legal or arbitration proceedings since the incorporation of the Maltese Collateral Obligor. Furthermore, there are no material contracts that were not entered into within the Maltese Collateral Obligor's ordinary business.

Andreas Woelfl is a director of the Issuer, the Maltese Collateral Obligor, the Calculation Agent, the Arranger and Argentarius Securitisations Holding Establishment. This should not, however, give rise to any conflict of interest.

For the life of this Base Prospectus, copies of the following documents will be available for inspection or for collection by physical means, free of charge, at the registered office of the Issuer during normal business hours:

- (i) the memorandum and articles of association of the Maltese Collateral Obligor;
- (ii) all future financial statements and audit reports issued in respect of the Maltese Collateral Obligor.

## **PART B - GENERAL TERMS & CONDITIONS OF THE COLLATERAL ISSUED BY THE MALTESE COLLATERAL OBLIGOR**

The General Terms and Conditions of the Securitisation Bonds issued by the Maltese Collateral Obligor are as follows. The specific Terms and Conditions of the Securitisation Bonds will be disclosed as Annex A to the Final Terms.

### **[●] Securitisation Bonds – ISIN [●] TERMS & CONDITIONS OF THE SECURITISATION BONDS**

#### **General**

This document does not comprise a prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) and/or the Companies Act (Chapter 386 of the Laws of Malta). A copy of this document has not been, and will not be reviewed or approved by the Malta Registrar of Companies, the Malta Financial Services Authority, or any other regulatory authority in Malta or elsewhere.

This document contains information relating to an issue by ETI Malta Ltd (the "**Company**") of [●] securitisation bonds with ISIN [●] named [●] Securitisation Bond (the "**Securities**" or the "**Securitisation Bonds**") with a denomination of [●] each ("**Denomination**") and relating to the underlying assets comprised in Compartment [●] (the "**Underlying**").

The Securitisation Bonds to be issued by the Company will not be listed or traded on any regulated market or multilateral system as defined in the Financial Markets Act (Chapter 345 of the laws of Malta).

This document has been prepared solely for and is being delivered on a confidential basis to iStructure PCC plc as the first and sole purchaser of the Securitisation Bonds. Any reproduction or distribution of this document, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, is prohibited and all recipients agree to keep confidential all information contained herein and not already in the public domain. By accepting this document, a holder of Securitisation Bonds (the "**Holder**") agrees to the foregoing.

This document does not represent or constitute an "offer of securities to the public" for the purposes of the Prospectus Directive as transposed in the Companies Act. The Securitisation Bonds shall, in fact, be placed and issued by the Company, and may only be resold by a Holder, if and insofar as (i) the placement or sale is made to less than one hundred and fifty (150) natural or legal persons per EU Member State or EEA State, other than qualified investors (as defined in terms of the Prospectus Directive and the Companies Act), and/or (ii) the placement or sale is addressed to investors who acquire Securitisation Bonds for a total consideration of at least one hundred thousand Euros (€100,000) per investor, for each separate placement or sale, and/or (iii) the placement or sale is made exclusively to qualified investors (as defined in terms of the Prospectus Directive and the Companies Act).

The document does not constitute and may not be used for purposes of the transfer of the Securitisation Bonds to any person in any jurisdiction: (i) in which such transfer is not authorised; or (ii) in which the Company or the person transferring the Securitisation Bonds is not qualified to do so; or (iii) to any person to whom it is unlawful to make such transfer.

This document does not constitute an "investment advertisement" as defined in the Investment Services Act (Chapter 370 of the Laws of Malta) insofar as the content of this document does not purport to advertise, promote, invite or otherwise induce persons to subscribe for or otherwise acquire the Securitisation Bonds, but is intended to stipulate the terms and conditions regulating the issuance of the Securitisation Bonds by the Company.

#### **§ 1 Rights under the Securities**

The Company hereby grants the Holder of each Securitisation Bond the right to receive the Redemption Amount as

specified in § 2 and calculated and published by the Calculation Agent (as defined in §9) in accordance with §10, upon redemption or termination in accordance with § 11 or § 12.

The Company shall issue the Securities in the context of a securitisation transaction to be undertaken by the Company in terms of the provisions of the Securitisation Act. In terms of the Securitisation Act, the value or yield of the Securities shall be linked to the securitized Underlying comprised in Compartment [●]. The Securities are limited recourse obligations of the Company which are payable solely out of amounts received by or on behalf of the Company in respect of the Underlying.

The Securities shall represent debt obligations incumbent upon the Company. The Securities are asset backed securities insofar as they represent a real interest in the Underlying actually acquired and held by the Company in the course of a securitisation transaction. The payment of principal under the Securities would be subject to the Company having received payments and/or realisation proceeds from the Underlying comprised in Compartment [●]. The Securities shall accordingly provide exposure, amongst other things, to the credit risk of the Underlying comprised in Compartment [●].

## § 2 Calculations and Payment of Cash Amounts

2.1. The Redemption Amount is calculated by the Calculation Agent (§ 9) and published in accordance with § 10. The calculations are (in the absence of manifest error) final and binding upon all parties.

2.2. On the Repayment Date (§ 3), the Company will arrange for the transfer of the Redemption Amount to the accounts of the Holders of the Securities redeemed as to the relevant Valuation Date (§ 3). The amounts transferred are commercially rounded to two decimal places.

2.3. All taxes, fees or other charges arising in connection with the payment of cash amounts must be borne and paid by the Holder. The Company and/or the Calculation Agent shall be entitled to withhold taxes, fees or charges payable by the Holder in accordance with the preceding sentence, if any, from cash amounts.

2.4. The Redemption Amount is determined as follows:

$$\text{Redemption Amount}(t) = \frac{\text{Underlying}(t) * \text{Marginfactor}(t)}{\text{Underlying}(t_0)} * \text{Denomination}$$

Underlying(t): Value of the Underlying at Valuation Date(t);

Underlying(t<sub>0</sub>): Value of the Underlying at Initial Valuation Date;

Marginfactor(t): A number starting at one and decreasing by up to 0.5% per month to ensure a margin for the Company earned by entering into the securitisation transaction.

## § 3 Definitions

**"Business Day"** means every day (except Saturday and Sunday) on which the TARGET2 System is open and the Clearing System settles payments.

**"Clearing System"** means [●].

**"Compartment [●]"** means a separate and distinct compartment created and designated as such by the Company and comprising the Underlying linked to the Securities having a value or yield which is linked to such segregated Underlying.

**"Currency"** is [●].

**"Initial Valuation Date"** means the first Valuation Date following the Issue Date.

**"Issue Date"** means [●].



**"Repayment Date"** for Securities redeemed or terminated on a certain Valuation Date means the later of the following two days: (i) the fifth Business Day following the relevant Valuation Date, or (ii) the fifth day after which the Company actually receives the proceeds from the Underlying Assets.

**"Securitisation Act"** means the Securitisation Act, Chapter 484 of the laws of Malta.

**"TARGET2 System"** means the the second-generation Trans-European Automated Real-time Gross settlement Express Transfer System.

**"Underlying"** means all the assets of the Company comprised in Compartment [●].

**"Valuation Date"** means [●].

#### **§ 4 Coupon Payments**

[No coupon payments are made on the Securities.] [Coupon payments may be made at the sole discretion of the Directors of the Company pursuant to a resolution approved by the said Directors, whereupon the Company shall give notice to the Holders of the amount of such coupon payment (the **"Interest Amount"**) – provided that any Interest Amount shall not exceed the rate of eight per cent (8%) per annum.

Any Interest Amount shall be paid by the Company to the Holders on the fifth (5<sup>th</sup>) Business Day (the **"Interest Payment Day"**) following the day on which the Company shall have given notice to the Holders of such Interest Amount – provided that the Holder has not exercised its entitlement to redeem all the Securities in accordance with § 11 hereof.

The Interest Amount shall be payable in such proportions as shall correspond to the percentage of Securitisation Bonds held by each Holder.]

#### **§ 5 Status**

The Securities create direct, unsecured and unsubordinated obligations of the Company ranking *pari passu* among themselves and with all other outstanding unsecured and unsubordinated obligations of the Company with respect to the Underlying comprised in Compartment [●], unless mandatory legal provisions require otherwise.

The Securities are structurally secured to the extent that, in terms of Article 16 of the Securitisation Act, the Holders have a privilege over the Underlying and such privilege shall rank prior to all other claims at law – except for other securitisation creditors who enjoy a prior ranking granted to them with the consent or knowledge of the Holders. The said privilege arises by operation of law and need not be registered in any register. The Company understands that the said privilege appertaining to a Holder should be effective limitedly to the Underlying comprised in Compartment [●]. The said privilege should not, accordingly, extend over assets comprised in any other segregated compartment linked to any other securities issued by the Company. There shall otherwise be no security interest securing the Securities or the Underlying.

#### **§ 6 Term of the Securities**

Subject to termination by the Holder in accordance with § 11 or termination by the Company in accordance with § 12, the Securities are constituted for an unlimited duration.

#### **§ 7 Description of the Underlying; Limited Recourse**

The Underlying consists of assets without restriction on asset classes, leverage or diversification rules and comprised in a segregate compartment with segregate identifiable accounting. In case of bank accounts opened, these will be opened bearing the name *"ETI Malta Ltd - [●] ETI"*. Any issuance amount and any other assets acquired through payment effected from the aforementioned segregated account/s shall be comprised in Compartment [●].

The Company may appoint a third party entity as its asset manager (the **"Asset Manager"**) with responsibility to

manage the Company's Compartment [●] assets. The Company shall exercise due skill, care and diligence when appointing the Asset Manager.

The claims of Holders against the Company under the Securities may be satisfied only from the Underlying comprised in Compartment [●].

The Redemption Amount shall be paid from the proceeds received from the Underlying comprised in Compartment [●] or from the redemption, cancellation, surrender or other disposal of such Underlying. As a result, the redemption of the Securities is dependent on payments received by the Company from the Underlying comprised in Compartment [●] or upon its redemption, cancellation, surrender or other disposal of the said Underlying.

If the Company is not able to redeem or realise the Underlying, the Company may be unable to redeem the linked Securities. If the Underlying comprised in Compartment [●] or the proceeds from the disposal thereof are insufficient for the final and full settlement of the claims of the Holders, the Company will not be liable for any shortfalls.

In the circumstances, the Holders cannot assert any further claims against the Company. In such case, the claim to full repayment of capital is lost without compensation. Holders cannot take recourse against other accounts or assets of the Company. The Holders are not entitled to any direct legal claims whatsoever against any originator of the Underlying.

In case the realised Underlying should not be sufficient to pay out all parties, the proceeds from the Underlying shall be distributed at the following ranking:

1. Holders
2. Calculation Agent
3. Arranger (as defined in §9)

By subscribing for Securities or otherwise acquiring the Securities, a Holder expressly acknowledges and accepts that the Company: (i) acts in compliance with the Securitisation Act; and (ii) has created a specific compartment (that is, Compartment [●]) in respect of the Securities to which all assets, rights, claims and agreements relating to the Securities will be allocated.

Furthermore, a Holder acknowledges and accepts that it only has recourse to the Underlying comprised in Compartment [●] and not to the assets allocated to other compartments created by the Company or to any other assets of the Company. The Holder accordingly acknowledges and accepts that once all the assets allocated to Compartment [●] have been realised, he shall not be entitled to take any further steps against the Company to recover any further sums due and the right to receive any such sum shall be extinguished.

The Holder hereby accepts not to attach or otherwise seize the assets of the Company allocated to Compartment [●] or to other compartments of the Company or other assets of the Company. In particular, the Holder shall not be entitled to petition or take any other step for the winding-up, liquidation or bankruptcy of the Company, or any similar insolvency related proceedings.

If a Holder makes an application for the dissolution of the Company, insolvency proceedings against the assets of the Company, or the institution of similar proceedings aimed at liquidating the Company, or if a Holder joins such application made by a third party, such Holder will *ipso jure* lose all rights under the Securities.

The Company shall require persons dealing with the Company (although there is no guarantee that the Company will be able to achieve this) to expressly acknowledge and confirm that they have no recourse against or to the assets of the Company and/or any compartment other than the specific compartment in respect of or with which they are dealing.

## **§ 8 Form of the Securities; Transferability**

8.1 The Securities are represented by up to [●] definitive, physical securities. Securities will be issued in registered form. The Securities are transferable in accordance with applicable law.

8.2 Any Holder has to prove to be a sophisticated investor and submit a valid bank account held within the European

Union, a valid email address for all notices of the issue as well as a valid certificate of incorporation. Payments are only accepted from and done to an account held in the name of the security holder within the European Union.

### **§ 9 Paying Agent; Arranger; Calculation Agent**

9.1. No Paying Agent shall be appointed. The payments are done by the Company to the Holders directly.

9.2 The Company has appointed Argentarius ETI Management Ltd as the Arranger and Calculation Agent. Argentarius ETI Management Ltd provides technical and management services to securitisation vehicles or assets or risks thereof.

9.3. The Arranger shall secure the conclusion of all agreements and transactions contemplated in these Terms & Conditions in connection with the issue of Securities and including, but not limited to, agreements and transactions securing the Company's acquisition of the Underlying and agreements engaging the Arranger, the Calculation Agent and the Clearing System.

9.4 The Calculation Agent shall be responsible for determining the value of the Securities as at a Valuation Date and the resulting Redemption Amount due to a Holder pursuant to his redemption of Securities. The Calculation Agent shall make all relevant determinations and/or calculations accordingly and the Company shall procure that the Calculation Agent notifies the Holders of the Repayment Day and of the amounts due to be paid on the Securities on the relevant Repayment Day not less than four Business Days prior to the relevant Repayment Day. The Company is entitled to replace the Calculation Agent with any other person in accordance with the terms and conditions set out in an agreement between the Company and the Calculation Agent.

### **§ 10 Notices, Investments & Fees**

10.1. All notices shall be done via publication to the Holders via email.

10.2 The Redemption Amount shall be published on the website of the Arranger: [www.argentarius-group.com](http://www.argentarius-group.com).

10.3 The directors of the Company, the Calculation Agent and the Arranger shall be entitled to fees (including, but not limited to fixed fees, volume-based fees and placement-based fees) which will be paid directly out of Compartment [●]. Such fees shall reduce the value of Compartment [●] and, as such, the value of the Securities. The directors, the Calculation Agent and the Arranger will also be entitled to a full reimbursement by the Company of all properly incurred out-of pocket expenses (including, but not limited to, taxes and legal fees).

10.4 The Company (for its own account BUT not for the account of Compartment [●] or any other compartment created by the Company) shall be entitled to fees (including, but not limited to, fixed fees, volume-based fees and placement-based fees) which will be paid directly out of Compartment [●], therefore reducing the value of Compartment [●] as well as the value of the Securities. Such fees shall be paid out of Compartment [●] as consideration for the Company procuring the setting up and administration of Compartment [●]. By subscribing for Securities or otherwise acquiring the Securities, each Holder expressly acknowledges and accepts that the Company's business model consists of acquiring securitisation assets, issuing transferable securities in the context of securitisation transactions to be undertaken by the Company in terms of the provisions of the Securitisation Act, and making a profit out of (i) selling Securitisation Bonds at a premium to denomination as well as (ii) depreciating the repayment price by a margin-factor. Such costs/margin will reduce the performance of Compartment [●] and, as such, the performance of the Securities.

### **§ 11 Termination by Holders**

11.1. Subject to the following provisions, each Holder shall be entitled to redeem the Securities held by it in whole or in part by giving notice to the Company no less than [●] ([●]) Business Days effective on a Valuation Date.

11.2. Termination in accordance with § 11.1 is valid only if the Company has received a notice of termination in accordance with § 11.3.

11.3. Notice of termination must be given in writing and must contain the following information:

- (i) name and address of the Holder;
- (ii) the International Security Identification Number (ISIN), the quantity of Securities to be redeemed and the valuation date at which the termination shall be effective; and
- (iii) the account of the Holder with a bank in a member state of the European Economic Area, to which any payments owed under the Securities are to be credited.

11.4. If the number of Securities to be redeemed as specified in the notice of termination differs from the number of Securities transferred to the Company, the notice of termination shall be deemed to have been made only for the smaller of both numbers of Securities. Any Securities transferred in excess shall be re-transferred to the Holder at its risk and expense.

## **§ 12 Termination by the Company; Maturity**

12.1 The Company shall be entitled to terminate (compulsorily redeem) all outstanding Securities on any Valuation Date by giving at least one month's notice to the Holders in accordance with § 10.

12.2 The Securities are constituted for an unlimited duration, subject to the provisions on redemption and termination above.

## **§ 13 Statute of Limitations**

The entitlement to the capital [and to any Interest Amount] is barred after five (5) years.

## **§ 14 Admission to Trading**

14.1 No application for admission of trading of the Securities will be done.

14.2. Over the counter trading is done in a unit quote and without accrued interest calculation.

## **§ 15 Miscellaneous**

15.1. Form and contents of the Securities as well as all rights and duties arising from the matters provided for in the Terms & Conditions of the Securities shall be governed in all respects by the laws of Malta.

15.2. Place of performance is Malta.

15.3. Place of jurisdiction for any suit or other legal proceedings against the Company arising out of or in connection with the Securities, is Malta.

15.4. Should any provisions of these Terms and Conditions of the Securities be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision, which reflects the economic purpose of the invalid provision as far as legally possible.

15.5 These Terms & Conditions may be modified and changed by means of a resolution approved by at least seventy five percent (75%) of the Holders attending a meeting of the Holders convened by the Company for such purposes by giving at least five (5) Business Days' notice of such meeting to all Holders.

## ANNEX II – FORM OF FINAL TERMS

Final Terms dated [●]

**iSTRUCTURE PCC PLC** (the “**Issuer**”)  
(incorporated as a public limited liability company under the laws of Gibraltar)

[[●] Exchange Traded Instrument certificates (the “**Securities**”) issued on [●] pursuant to the Issuer’s Offering Programme for the issuance of Exchange Traded Instrument certificates and linked to Collateral comprised in Cell [●]]  
Issue Price: [●] per Security

This document constitutes the final terms of the Securities (the “**Final Terms**”) described herein for the purposes of Article 5.4 of the Prospectus Directive and is prepared in connection with the Issuer’s Offering Programme for the issuance of Exchange Traded Instrument certificates. These Final Terms are supplemental to and should be read in conjunction with the Base Prospectus dated 27 May,, 2016 [as supplemented on [●]], which constitutes a base prospectus (the “**Base Prospectus**”) for the purpose of the Prospectus Directive. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the individual issue of the Securities is annexed to these Final Terms as Annex B.

The Base Prospectus is available for viewing at [www.argentarius-group.com](http://www.argentarius-group.com) and during normal business hours at the registered office of the Issuer and copies may be obtained from such office.

Words and expressions defined in the Base Prospectus and not defined in this document shall bear the same meanings when used herein.

The Issuer has obtained all necessary consents, approvals and authorisations (if any) which are necessary in Gibraltar at the date of these Final Terms in connection with the issue of the Securities. The issue of the Securities was authorised by a resolution of the Directors approved on [●], 201[●]. The issue of these Final Terms was authorised by a resolution of the Directors approved on [●], 201[●].

### PART A – CONTRACTUAL TERMS

By subscribing to the Securities or otherwise acquiring the Securities, the Investor expressly acknowledges and accepts that the Issuer: (i) acts in compliance with Gibraltar law and any other applicable law; and (ii) has created a specific cell (“Cell [●]”) in respect of the Securities to which all assets, rights, claims and agreements relating to the Securities will be allocated.

Furthermore, the Investor acknowledges and accepts that it only has recourse to the assets of Cell [●] and not to the assets allocated to other cells 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 Cell [●] have been realised, 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 Cell [●] or to other cells 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.

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs.]*

*[When adding any other information in Part A or in relation to disclosure relating to the interests of natural and legal persons involved in the issue/offer in Part B, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive, the publication of which would in turn trigger the investors’ right to withdraw their acceptances within a 48-hour time period.]*

### **Provisions Relating to the Securities**

- |     |  |   |
|-----|--|---|
| 1.  | Series Name/Number:  | [•]   |
| 2.  | Aggregate Nominal Amount of Securities being issued and admitted to listing: | [•]   |
| 3.  | Specified Denomination:  | [•] per Security  |
| 4.  | Type of Security:  | Asset Backed Security   |
| 5.  | Form of Securities:  | [Registered] [Bearer]   |
| 6.  | ISIN Code:   | [•] [N/A]   |
| 7.  | EUSIPA Code:   | 1300  |
| 8.  | Currency:  | [•] [N/A]   |
| 9.  | Issue Price:   | [•] per Security  |
| 10. | Issue Date:  | [•]   |
| 11. | Lock-In Period:  | [•] [N/A]   |
| 12. | Redemption Valuation Day:  | [[•]] [Subsequent to the lapse of the Lock-In Period, every [•]]  |
| 13. | Redemption Notice Period:  | [5 [•] Business Days prior to a Redemption Valuation Day]   |
| 14. | Minimum Tradable Amount:   | Within the offering period 100,000 Euro, on the secondary market they are free transferable, tradeable and can be offered without any minimum |
| 15. | Governing Law of the Securities:   | [•]   |

### **Provisions Relating to Optional Early Redemption (if any)**

- |     |                                      |           |
|-----|--------------------------------------|-----------|
| 16. | Optional Early Redemption Event:     | [•] [N/A] |
| 17. | Exercise of Early Redemption Option: | [•] [N/A] |

### **Provisions Relating to Underlying Linked Collateral**

18. Collateral: [repeat this section for each item comprising the Collateral if there is a pool of securities comprising the Collateral]
19. Currency: The Collateral is denominated in [●]
20. 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 Base Prospectus as the case may be]*  
*Information disclosed herein about a Collateral Obligor which is not involved in the issue of Securities 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.*
21. Rating of the Collateral: [●] [not rated]
22. Country of incorporation of the Collateral Obligor: [Insert details from the Collateral Annex or supplement to the Base Prospectus as the case may be]
23. Nature of Business: [Insert details from the Collateral Annex or supplement to the Base Prospectus as the case may be]
24. 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]
25. Legal nature of the Collateral: [The Collateral [ISIN:([●])] will comprise [Securitisation Bonds] [Instruments]  
  
[The Collateral is in [bearer] [registered] [book-entry] form]  
  
[The Collateral is a [senior] [secured] [unsecured] [subordinated] [unsubordinated] obligation of the Collateral Obligor]
26. Significant Representations and collaterals given to the Issuer in connection with the Collateral: [●] [N/A]
27. Regular Payments on the Collateral: [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] [●]
28. Details of any relationship that is material to the issue of Securities: [●]
29. Method and date of the Issuer's acquisition of the Collateral: [●]
30. Manner and time period in which the proceeds from the issue of Securities will be fully invested by the Issuer: [●]
31. Issue Date of the Collateral: [●]
32. Maturity Date or Expiry Date of the Collateral: [●]
33. Amount of Collateral: [A nominal amount equal to the Aggregate Nominal Amount of the Securities] [●]
34. Date of transfer of the Collateral: [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 Securities will be fully invested by the Issuer]
35. Method of creation of the Collateral: [The Collateral was issued by the Collateral Obligor in the normal course of its business] [●]
36. Manner of collection of payments in respect of the Collateral: [●]
37. Description of principal terms and conditions of obligations comprised in the Collateral and which are not admitted to trading on a regulated or equivalent market: [The principal terms and conditions are reproduced in Annex A to these Final Terms] [N/A, the Collateral does not comprise obligations that are not admitted to trading on a regulated or equivalent market]
38. Governing law of the Collateral: [●]
39. Jurisdiction for proceedings in relation to the Collateral: [●]

### **Agents and Other Parties**

40. Calculation Agent: Argentarius ETI Management Ltd, a private limited liability company incorporated in Malta and having its registered address at 'Argentarius House', 7, Triq San Mark, Valletta VLT1364,



## Malta

- |     |  |   |
|-----|--|---|
| 41. | Significant business activities of the Calculation Agent:  | Argentarius ETI Management Ltd provides technical and management services to securitisation vehicles or assets or risks thereof |
| 42. | Calculation Agent's responsibilities in connection with the Securities:  | [●] [Responsibilities incumbent upon Argentarius ETI Management Ltd in its capacity as Calculation Agent comprise [●]]          |
| 43. | Calculation Agent's relationship with the Issuer:  | Argentarius ETI Management Ltd is unaffiliated to the Issuer  |
| 44. | Calculation Agent's relationship with a Collateral Obligor:  | [●] [N/A]   |
| 45. | Summary of provisions relating to the termination of the appointment of the Calculation Agent and the appointment of an alternative Calculation Agent: | [●]   |
| 46. | Paying Agent & sub-agent/s:  | [●]   |
| 47. | Arranger:  | Argentarius ETI Management Ltd  |
| 48. | Listing Agent:   | Argentarius ETI Management Ltd  |
| 49. | Banks with which the main accounts relating to the transaction are held:   | [●]   |
| 50. | Relevant Clearing System:  | [●]   |
| 51. | Other Agent:   | [●]   |

## Miscellaneous

- |     |   |  |
|-----|---|--|
| 52. | Separate Cell:                                  | <p>A separate cell has been created by the board of directors of the Issuer in respect of the Securities ("Cell [●]").</p> <p>The Collateral financed by the Securities is allocated to Cell [●] and linked to the Securities such that the Collateral is exclusively available to satisfy the rights of holders of the Securities (in accordance with the terms and conditions set out in the Base Prospectus) and the rights of the creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of Cell [●]</p> |
| 53. | Provision/s to cover principal shortfall risks: | N/A  |

## PART B - OTHER INFORMATION

1. (i) Admission to listing: Application has been made for the Securities to be admitted to trading on the GSX, a Regulated Market in terms of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments]  
  
[Application has also been made for the Securities to be admitted to trading on the [●]]  
  
(i) Estimate of total expenses related to admission to listing: [●]  
  
(ii) Earliest date on which the Securities will be admitted to listing: [●] [Unknown]
2. Rating and Rating Agency: [●] [The Securities to be issued have not been rated]
3. Interests of Natural and Legal Persons involved in the Issue: [●] [So far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer]
4. Brokers, dealers, salesmen or other persons authorised to publish or issue any advertisement or to give any information or to make any representation in connection with the Securities: [●] [No broker, dealer, salesman or other person has been authorised by the Issuer to publish or issue any advertisement or to give any information or to make any representations in connection with the sale of the Securities other than MiFID-licensed entities authorised to provide advice in securities and / or approved or notified in (placeholder for the countries); as well as (placeholder for the company), a subsidiary of the Issuer for the promotion of the securities and thus exempt from the licensing requirements under MiFID and as may otherwise be contained in the Base Prospectus and in these Final Terms. Any such information given or representation made must not be relied upon as having been authorised by the Issuer.]
5. **Estimated Net Proceeds and Total Expenses**  
  
(i) Estimated net proceeds: [●]  
  
(ii) Estimated total expenses: [●]
6. Fees payable to Agents and the Relevant Clearing System: In terms of agreements executed with the Agents and the Relevant Clearing System, the Agents and the Relevant Clearing System shall, together and in relation to Cell [●], be entitled to

aggregate fixed fees of up to [●] Euros (€[●]) *per annum* plus volume-based fees of up to [●]% of placed volume per annum plus a one-off placement fee of up to [●]% of the placed volume.

The cost of Agents and the Relevant Clearing System will be paid directly out of the proceeds derived from the Collateral comprised in Cell [●].

## 7. Terms and Conditions of the Offer

(i) 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]

(ii) Minimum Subscription: [●]

(iii) Maximum subscription amount/number of Securities: [●]

(iv) Offering Period: The Offering Period shall run on and from the [●] and shall end on the [●]. Applications to subscribe for Securities 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 Securities offered.

(v) Cancellation of the issuance of Securities: [The Issuer reserves the right for any reason to cancel the issuance of Securities] [The issuance of Securities is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Securities amounting to [an aggregate subscription value of at least [●]] [an aggregate number of at least [●]] during the Offering Period. In the event that this condition is not satisfied, the Issuer may cancel the issuance of the Securities.] [●] In any such case, Investors or prospective Investors who have already paid or delivered subscription monies for Securities 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.

(vi) Early closing of the subscription of the Securities or reduction in the number of Securities offered: The Issuer reserves the right for any reason to close the Offering Period early or reduce the number of Securities offered. [If the aggregate subscription of the Securities at any time on any Business Day prior to the lapse of the Offering Period reaches [●], the Issuer will close the

subscription of the Securities 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 Securities 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.

(vii) Conditions to which the offer is subject: [Offers of the Securities are conditional on their issue] [●]

(viii) Manner in and date on which results of the offer are to be made public: [Within five (5) Business Days from the issue of all Securities or the lapse of the Offering Period, whichever is the earlier, the Issuer shall make an announcement, in accordance with section 3.19 of the Base Prospectus, confirming the number of Securities issued and the Issuer shall notify any relevant authority of such number of Securities issued in accordance with the requirements of the Listing Rules.] [●]

(ix) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [N/A] [●]

## **ANNEX A – DISCLOSURE REQUIREMENTS IN RESPECT OF OBLIGATIONS COMPRISED IN THE COLLATERAL**

[Terms and Conditions of Securitisation Bonds]

## **ANNEX B – ISSUE SPECIFIC SUMMARY**

[●]

## **ANNEX C – REDEMPTION NOTICE**

[●]