

Second Supplement Dated 17 November 2025 to the Securities Note dated 8 May 2025 of Backed Assets (JE) Limited

This supplement ("**Second Supplement**") is supplemental to the securities note for the issuance of tokenized securities of Backed Assets (JE) Limited dated 8 May 2025 ("**Securities Note**") and must be read in conjunction with (i) the Securities Note and any other supplements thereto, (ii) the information document on Backed Assets (JE) Limited dated 8 May 2025 ("**Registration Document**") and any supplement thereto (Securities Note, Registration Document and any supplements thereto "**Base Prospectus**") and (iii) the respective specification of the detailed terms applicable to each Product ("**Final Terms**") for the specific securities in order to obtain all the relevant information.

This Second Supplement constitutes a supplement according to Article 23 of the Regulation (EU) 2017/1129 of the European Parliament and the Council of 14 June 2017, as amended ("**Prospectus Regulation**"). Terms defined in the Securities Note have the same meaning when used in this Supplement. In case of discrepancies between this Second Supplement and the Securities Note, this Second Supplement shall prevail.

This Second Supplement has been approved by the Financial Market Authority Liechtenstein ("**FMA**"), as competent authority under the Prospectus Regulation. The FMA only approves this Second Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the securities that is/are the subject of this Second Supplement. Investors should make their own assessment as to the suitability of investing in the securities.

This Second Supplement will be available on the website of Backed Assets (JE) Limited at www.backedassets.fi during 10 years after its publication and is also available (together with the other parts of documents of the Base Prospectus) free of charge at the offices of the Issuer at Backed Assets (JE) Limited, First Floor, La Chasse Chambers, Ten La Chasse, St. Helier, JE2 4UE, Jersey. Any website mentioned in this Second Supplement does not form part of this Second Supplement or the Base Prospectus itself.

1. RIGHT OF WITHDRAWAL:

Investors who have already agreed to purchase or subscribe for the Products issued pursuant to Final Terms under the Base Prospectus before this Second Supplement is published shall according to Article 23 paragraph 2 Prospectus Regulation have the right, exercisable within three Business Days after the publication of this Second Supplement to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy referred to in this Second Supplement arose or was noted before the closing of the offer period or the delivery of the Products, whichever occurs first.

Any withdrawal may be exercised without stating any reason and shall be sent to the Issuer (Backed Assets (JE) Limited, First Floor, La Chasse Chambers, Ten La Chasse, St. Helier, JE2 4UE, Jersey) in written form.

2. PURPOSE / REASON OF THIS SUPPLEMENT:

This Supplement has been prepared in order to update the Securities Note with:

a. Lending of Underlyings

A new option is being introduced, in which the Final Terms of each Product define whether Lending of Underlying to a Prime Broker by the Issuer is allowed for such Product. The Securities Agreement and the Securities Account and Control Agreement must also provide for this possibility.

Lent Underlyings leave the Standard Collateral Accounts, are released from the pledge and cease to qualify as Collateral. For such Standard Collateral to be released, the Prime Borrower must deposit counter collateral in form of cash Collateral in the same amount of the Outstanding Value of the Lent Underlyings at the moment of lending in a cash Account of the Issuer that is part of Other Collateral and that is collectively held and secured for the benefit of all holders of a Product whose Underlying is lent out. The Lending of Underlyings must be fully collateralized on a daily mark-to-market basis.

3. INFORMATION BEING SUPPLEMENTED:

a. Amendments in section "A. Definitions"

1. In the definition of "**Business Day**", the phrase "for the relevant Underlyings or Underlying Components" shall be added, and shall read as follows:

"A day on which relevant clearing systems for the relevant Underlyings or Underlying Components are open and securities can be settled, relevant commercial banks and Custodians are open, banks in Jersey are open, foreign exchange markets execute payments in the respective Settlement Currency and Underlyings or Underlying Components of the relevant Product can be settled, and/or any other day, as specified in the Final Terms"

2. The definition of "**End Borrower**" shall be added, and shall read as follows:

"Final Borrower of the Lent Underlyings, in case of Lending of Underlyings, as specified in the Final Terms."

3. The definition of "**Lent Underlyings**" shall be added, and shall read as follows:

"Underlyings serving as Collateral for Products for which lending is allowed according to the Final Terms, which are released from Collateral and lent out to a Prime Borrower, leaving the Collateral Accounts and being replaced by the equivalent amount in cash transferred to Collateral Accounts."

4. In the second paragraph of the definition of "**Other Collateral**", the phrase "in connection with the relevant Product" shall be added, and shall read as follows:

"It is held with the Custodian and serves as collateral to secure the payment obligations of the Issuer under the Base Prospectus and the Final Terms in connection with the relevant Product."

5. In the definition of "**Outstanding Value**", the phrase "for the relevant Product" shall be added, and shall read as follows:

"Outstanding Value is equal to the total amount of Underlyings held in the Collateral by the Issuer for the relevant Product multiplied by the value of one Underlying."

6. The definition of "**Prime Borrower**" shall be added, and shall read as follows:

"Broker firm that acts as borrower of Lent Underlyings according to the Securities Lending Agreement, provided that such broker firm shall meet the requirements set out in Section 3.2 under the heading "Prime Borrower."

7. The definition of "**Securities Lending Agreement**" shall be added, and shall read as follows:

"Agreement between the Prime Borrower and the Issuer permitting the lending of Underlyings to the Prime Borrower, who can lend the Lent Underlyings to End Borrowers. Applies in case Lending of Underlyings is specified in the Final Terms of a Product."

8. In the definition of "**Standard Collateral**", the phrase "of a specific Product" shall be added, and shall read as follows:

"The assets specified in the Final Terms representing the Underlying or the Underlying Components of a specific Product credited to and any cash held in any Collateral Account(s) of the Issuer held with the Custodian and which serve as collateral to secure the payment obligations of the Issuer under the Base Prospectus and the Final Terms."

b. Amendment in section "B.2.4.2 Risks relating to the Underlying and Collateral"

1. The subsection "**B.2.4.2.14 Risks relating to Lending of Underlyings**" shall be added, and shall read as follows:

"When Underlyings are lent according to the Final Terms of a Product, the Product will, to a greater extent, not be backed or secured by the Underlyings. Instead of the Lent Underlyings, the Prime Borrower will provide equivalent cash Collateral in the amount of the Outstanding Value of the Lent Underlyings. However, the risks of holding cash Collateral for backing the Products is higher than the risk of holding Underlyings as the value of cash Collateral does not fluctuate the same way as the value of the Underlyings.

Especially, in the case of bankruptcy of the End Borrower or, respectively, the Prime Borrower, or in case of loss or no return of the Lent Underlyings to the Issuer, it is possible that the Underlyings are not recovered by the Issuer. Even if, in such a case, it is expected that the Issuer can realise the cash Collateral provided by the Prime Borrower and, for the case that such Collateral would not be sufficient, the Issuer is required to monitor and ensure compliance with Other Collateral value once per Business Day and is obliged to bring additional Other Collateral in case of falling below thresholds on a daily basis, cash Collateral increases the risk of the Products as opposed to Standard Collateral. Reference is made to the risks of holding cash Collateral instead of Standard Collateral under Overcollateralization in Section 2.3.1.5 above, which applies to both Overcollateralization and Collateralization with cash or other assets different from Underlyings. This is because the relevant value of Other Collateral can develop below the value of the relevant Underlyings and because the obligation of the Issuer to bring additional Other Collateral to compensate this risk is not a secured obligation.

The risk of Lending of Underlyings is diversified amongst and partially shared with all Products for which the Lending of Underlyings is permitted according to the Final Terms, to the extent that the cash Collateral provided by the Prime Borrower for all Products for which the Lending of Underlyings is permitted is held collectively in a cash Collateral Account. If liquidity or Collateral would be short to pay Redemption Amounts of Products for which Lending of Underlyings is permitted, the cash Collateral Account would be used on a pro rata and pari passu basis for all such Products. This means that the risks of Lending of Underlyings is partially shared amongst holders of Products for which Underlyings are permitted.

Risk rating: high"

c. Amendments in section "B.3.2 Interest of Natural and Legal Persons involved in the Issue / Offer"

1. In the second paragraph of subsection "**Paying Account Provider Agreement**", the words "Cash Account" shall be replaced by "cash account", and shall read as follows:

"The Issuer and Maerki Baumann & Co. AG as Paying Account Provider entered into a framework agreement dated 23/24 November 2022, including special terms for transactional accounts. The Paying Account Provider shall provide for a separate Cash Account for the Issuer with separate sub-accounts for different currencies for each Product."

2. After subsection "**Administrator**", two new subsections shall be added, and shall read as follows:

"Lending of Underlyings

Pursuant to a Master Securities Lending Agreement dated [•] (the "**Securities Lending Agreement**"), the Issuer agrees to lend to the Prime Borrower all or part of the Underlyings of a specific Product. The Final Terms of each Product define whether Lending of Underlying is allowed for such Product. The Securities Agreement and the Securities Account and Control Agreement provide for this possibility.

When, at the discretion of the Prime Borrower and if permitted under the Final Terms, Underlyings are lent out (the "**Lent Underlyings**"), such Underlyings leave the Standard Collateral Accounts being released from the pledge and cease to qualify as Collateral. For such Standard Collateral to be released, the Prime Borrower must deposit counter collateral in form of cash Collateral in the same amount of the Outstanding Value of the Lent Underlyings at the moment of lending in a cash Account of the Issuer that is part of Other Collateral and that is collectively held and secured for the benefit of all holders of a Product whose Underlying is lent out. The Lending of Underlyings must be fully collateralized on a daily mark-to-market basis.

The Issuer will provide information regarding the amount of Lent Underlyings on a regular basis on their website.

Prime Borrower

The Issuer is required by the JFSC to only appoint Prime Borrowers that are reputable financial services companies and subject to the appropriate regulation concerning the borrowing and lending of the Lent Underlyings in a jurisdiction that is not a country or territory identified as presenting higher risks in the AML/CFT/CPF Handbook for regulated financial services business published by the Jersey Financial Services Commission from time to time (the "**JFSC AML/CFT/CPF Handbook**"). Should a Prime Borrower appointed by the Issuer be located in a jurisdiction that, following to its appointment, becomes a country or territory identified as presenting higher risks in the JFSC AML/CFT/CPF Handbook, the Issuer shall exercise its contractual rights to terminate the Prime Borrower's appointment as soon as practicable.

Alpaca Securities LLC acts as Prime Borrower according to the Securities Lending Agreement. Alpaca Securities LLC is compliant with SEC Rule 15c3-3, also known as the "Customer Protection Rule," which is a regulation established by the U.S. Securities and Exchange Commission (SEC) to safeguard customer funds and securities held by broker-dealers. Its primary objective is to ensure that customer assets are kept separate from the firm's own assets, reducing the risk of loss in the event of the firm's failure."

d. Amendment in section "B.3.5 Reasons for the Offer and Use of Proceeds"

1. In the second paragraph of this section, the words “distributing, marketing” shall be added, and shall read as follows:

“The Issuer will use the Proceeds to (i) finance the purchase of the Collateral, (ii) pay the fees and costs of the various service providers in connection with creating, launching, issuing, redeeming, distributing, marketing and providing all further services for the Products and (iii) finance its own existing and future business activities.”

e. Amendment in section " B.5.XXI. Issuer's Covenant to pay and Priority of Payments"

1. In number four of the second paragraph of this section, the phrase “securities held by the” shall be replaced by “Outstanding Value of all Products held by all”, and shall read as follows:

“Fourthly, in payment of any Redemption Amounts due and unpaid owing to the Investors on a *pro rata* basis of the Outstanding Value of all Products held by all Investors; and“

f. Amendments in section " B.5.XXII. Realization Event and Realization of Collateral"

1. In number four of subsection “**i. Realization Event**”, the words “investors” and “business days” shall be replaced by “Investors” and “Business Days”, and shall read as follows:

“the Issuer is in breach of the issuance terms of the Product that results in a claim for the Investors, such as but not limited to a situation where Issuer does not honour a payment or delivery commitment under the Product when it falls due in good time or without defects, unless those defects are remedied within 30 Business Days.”

2. In the second paragraph of subsection “**ii. Realization of Collateral and Priority of Payments**”, the word “each” shall be replaced by “a specific”, and shall read as follows:

“With first priority, the Security Agent, the Custodian and the Paying Account Provider shall be entitled to satisfy its claims against the Issuer under the Collateral Agreement and/or Security Agreement, the Control Agreement and the Framework Agreement (or any similar agreement), as the case may be (including fee claims) from the realization proceeds before any other payments are made. Furthermore, on a *pari passu* basis in or towards payment of all amounts due and unpaid and all obligations due to be performed under a specific Product for which the Collateral is being realized, any other third parties' claims in connection with any realization and distribution costs shall be satisfied and the Security Agent may also deduct these additional costs from the realization proceeds, before any other payments are made to Investors; the remaining realization proceeds shall be available for payment to the Investors of the Product (“**Net Realization Proceeds**”).”

3. In the third paragraph of subsection “**ii. Realization of Collateral and Priority of Payments**”, the phrase “of a Product” shall be added, and the word “investors” shall be replaced by “Investors”, and shall read as follows:

“The Security Agent shall distribute the Net Realization Proceeds with discharging effect by instructing the Paying Account Provider to execute the payment of the pro-rata share of the Net Realization Proceeds to the (financial intermediaries holding the accounts for the) respective Investors of a Product. If the Product is represented in the form of ledger-based securities, the Security Agent may determine that such payment is made by the custodian(s) or any other parties or the accounts designated by the respective Investors. The transfer of the pro-rata shares of the Net Realization Proceeds shall be determined by the holdings in the Product,

with the amount of the payment to each Investor being determined with reference to the number of securities held by that Investor (or its financial intermediary). Each Investor of a specific Product (represented at all times by the Security Agent) has a maximum claim against the Collateral Provider amounting to that pro-rata share of the Net Realization Proceeds of the Collateral for such Product.”

g. Amendment in section “B.6.A.1.1 Information Concerning the Product”

1. In the first paragraph of subsection “**Calculation of Product Purchase**”, the word “Ledger Based Securities” shall be replaced by “Products”, and shall read as follows:

“The Issuer buys the Collateral equivalent to the number of Products resulting from the Investor’s payment divided by the Issue Price”

h. Amendment in section “B.6.A.1.2 Information Concerning the Underlying, Index, Basket and Underlying Component(s)”

1. The following row:

[Lending of Underly-ings]

[The Underlying can be lent out [up to [•]][%]] to the Prime Borrower, who is permitted to lend out the Underlying to End Borrowers and obliged to provide equivalent amount of Col-lateral to the Issuer. The revenue from Lending of Underly-ings will be applied as follows:

[•] % of such revenue will be paid to the Prime Borrower for its services as such

[•]% of such revenue will be paid to [•]

[•] % of such revenue will be paid to Investors on a pro rata basis of their share of a Product]

[/ [Not applicable.]

[•]]

shall be added after the row:

**[Underlying Compo- [•]
nent(s) of the Basket]**

[/ [Not applicable.]]

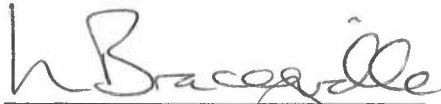
i. Amendment in section “B.6.B.4 Interests of Natural and Legal Persons, Third Party Information, Reasons for the Offer and Use of Proceeds”

1. In the second paragraph of subsection “**Reasons for the offer and use of proceeds**”, the words “distributing, marketing” shall be added, and shall read as follows:

“[The Issuer will use the Proceeds to (i) finance the purchase of the Collateral, (ii) pay the fees and costs of the various service providers in connection with creating, launching, issuing, redeeming, distributing, marketing and providing all further services for the Products, (iii) finance its own existing and future business activities.]”

Signed on behalf of Backed Assets (JE) Limited, as duly authorized representatives:

14 November 2025


Lindsay Anne Bracegirdle
Director

End of this Second Supplement

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Start of the consolidated version of the Securities Note

[Warning: the following consolidated version of the Securities Note is only for simple illustration reasons and is neither part of this Supplement nor of the Base Prospectus and therefore was not approved by the FMA]