

AUDACIA CAPITAL (IRELAND) PLC

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

EUR €150,000,000

Note Programme

Pricing Supplement dated 31 January 2020

Terms used herein shall have the meanings ascribed to them in the Terms and Conditions of the Notes set forth in the Listing Particulars dated 29 July 2019 and the Supplement dated 12 November 2019 (the "**Listing Particulars**"). This document constitutes the Pricing Supplement of the Notes described herein. This Pricing Supplement must be read in conjunction with the Listing Particulars and the relevant Subscription Form. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Listing Particulars and the relevant Subscription Form. The Listing Particulars is available for viewing at the offices of the Issuer during normal office hours.

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

Furthermore, the Investor acknowledges and accepts that it only has recourse to the claims, assets and rights of the Issuer as against the Collateral Obligor of this Series entitled "Rialto 5.5% Fixed Rate Bond 2018" and not to the claims, assets and rights of the Issuer against any other Collateral Obligor or any other assets allocated to any other series created by the Issuer or to any other assets of the Issuer generally. The Investor accordingly acknowledges and accepts that once all the claims, assets and rights of the Issuer as against the Collateral Obligor of this Series entitled "Rialto 5.5% Fixed Rate Bond 2018" have been realised or the assets of the relevant Collateral Obligor have been exhausted, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished.

The Investor hereby accepts not to attach or otherwise seize the assets of the Issuer allocated to Series entitled "Rialto 5.5% Fixed Rate Bond 2018" or to other Series of the Issuer or other assets of the Issuer. In particular, the Investor shall not be entitled to petition or take any other step for the winding-up, liquidation or bankruptcy of the Issuer, or any similar insolvency related proceedings.

The Series, the Notes to be issued under it, and the related Securitization Bonds and Collateral shall have the following particulars:

PROVISIONS RELATING TO THE SERIES

1	Issuer:	Audacia Capital (Ireland) plc
2	Series Name and Number:	Rialto 5.5% Fixed Rate Bond 2018 Series Number 2
3	Tranche Number:	8

4	Collateral Obligor of the Series:	RIALTO FINANCIAL LIMITED
5	Specified Currency:	GBP
6	Aggregate Nominal Amount of Notes being issued:	
	Series:	Up to GBP 25 million, or as otherwise announced by the Issuer from time to time.
	Tranche:	GBP 317,665
7	Issue Date of the Notes:	31 January 2020
8	8.1 Minimum Denomination:	GBP 10,000
	8.2 Minimum Trading Amount:	Within the offering period €100,000. On the secondary market they are freely transferable, tradeable and can be offered without any minimum.
9	Issue Price of the Notes under this Tranche:	100% of the nominal value of GBP 1 per Security.
10	Maturity Date of the Notes:	31 May 2023 or such earlier date as determined by the Issuer and notified to the Noteholders.
11	In Specie Subscriptions:	Available by way of off-market subscription only, where a specific break-down of the assets to be subscribed is appended to the Subscription Form, together with such evidence as to the valuation of the assets as the Issuer may in its absolute discretion require.
12	Governing law:	Irish.
13	Form of Notes:	Registered.

PROVISIONS RELATING TO INTEREST PAYABLE FOR THE SERIES (WITH ALL NOTES IN THE SERIES RANKING PARI PASSU)

14	Target Rate of Interest:	5.5%
		On each Payment Date, interest is payable on an available funds basis calculated in accordance with the Priorities of Payments.
15	Calculation Date(s):	The last Business Day of every calendar month or such other Business Day as the Issuer may from time to time in its absolute discretion notify to the Noteholders.

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| 16 | Payment Dates | Within 15 Business Days of each of 31 March, 30 June, 30 September, 31 December in each year of the notes until Maturity Date, and then on the Maturity Date or the date of prior redemption (if applicable) of Notes within this Series. |
| 17 | Redemption Valuation Day: | 31 May 2023 unless redeemed earlier in accordance with the terms of the Series, in which case the Redemption Valuation Day shall be the last Business Day before the proposed redemption. |
| 18 | Redemption Notice Period: | 5 Business Days prior to a Redemption Valuation Day |

PROVISIONS RELATING TO OPTIONAL EARLY REDEMPTION (IF ANY)

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| 19 | Optional Early Redemption Event: | The Series may be redeemed in the discretion of the Issuer, pro rata to the holders of all Notes within this Series, or in relation to Notes held by any holder of such Notes, in the Issuer's discretion. Redemption may also occur upon request of any Noteholder or under the Issuer's own initiative, or in the event of a default of the terms of the Series. |
| 20 | Exercise of Early Redemption Option: | Not applicable. There is no right to require early redemption of the Notes, although a Noteholder may at any time request early redemption. |

PROVISIONS RELATING TO UNDERLYING LINKED COLLATERAL

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| 21 | Collateral: | <p>The assets, rights and undertaking of the Collateral Obligor of the Series, from time to time.</p> <p>The Collateral Obligor may upon the terms of the Securitization Bonds (as summarised below) subscribe to the Issuer to borrow up to 92% of the proceeds of subscriptions for the Notes of this Series. The proceeds of subscriptions of the Notes of this Series are exclusively to be available from time to time to the Collateral Obligor of this Series (subject to the Issuer's right to reject any subscription for Securitization Bonds from time to time).</p> |
| 22 | Currency of the Securitization Bonds: | The Collateral is denominated in GBP. |
| 23 | General Description of Collateral Obligor (full legal name, registered address and, as applicable, the | JURISDICTION OF INCORPORATION |

economic environment as well as global statistical data referred to the Collateral):

England & Wales

DATE OF INCORPORATION

13 September 2016

REGISTERED NUMBER

10373347

SHARE CAPITAL

GBP 1 ordinary share of GBP 1

MAJOR SHAREHOLDERS

Manish Gambhir

DIRECTORS

Manish Gambhir

FINANCIAL YEAR END

30 September

Information disclosed herein about a Collateral Obligor which is not involved in the issue of Notes has been accurately reproduced from information published by the Collateral Obligor. So far as the Issuer is aware and is able to ascertain from information published by the Collateral Obligor, no facts have been omitted which would render the reproduced information misleading.

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| 24 | Rating of the Securitization Bonds: | Not rated. |
| 25 | Interest Rate of the Securitization Bonds | 6% |
| 26 | Country of incorporation of the Collateral Obligor: | England and Wales. |
| 27 | Nature of Business of the Collateral Obligor: | The Collateral Obligor's business is to lend monies to developers and organisations who are proposing to buy or invest in real estate properties in the United Kingdom. The Company will also engage in bridging finance and lend money on a business to business basis at an above average short-term rate, including where applicable, taking first charge security over a property held within the borrowing business. Lending should not exceed 65% loan to value (LTV) in this case. |

The management team of the Collateral Obligor have identified a pipeline of lending opportunities through their network to ensure that, once funds have been raised, the clients have requested to take out the loans according to the model described below.

The primary objective of the Collateral Obligor is to provide bridging finance to other businesses and high net worth individuals in exchange, where available, for a first fixed charge security over the property assets acquired or invested in.

- 28 Market on which the Collateral Obligor has securities admitted to trading: The Collateral Obligor has not issued securities admitted to trading on a regulated market.
- 29 Legal nature of the Securitization Bonds and Collateral: The Securitization Bonds are a secured obligation of the Collateral Obligor as against the Issuer, for which the security is taken over the Collateral.
- 30 Significant Representations and collaterals given to the Issuer in connection with the Collateral: The Collateral Obligor has granted a floating charge to the Issuer over its entire assets and undertaking. The charge is first-ranking at the date of issue, subject to registration with the Registrar of Companies in England & Wales.

Manish Gambhir has also pledged 100% of the shares in the Collateral Obligor in favour of the Issuer.

Under the security taken by the Collateral Obligor against its own debtors, the documentation in certain cases also provides for substitution to another collateral obligor if required (on a wholesale and not only partial basis), which could potentially result in a step-in by the trustee to the Noteholders. However, that security will not be directly enforceable by Noteholders.

The Collateral Obligor is required to provide to the Issuer quarterly management accounts (comprised in a profit and loss account and balance sheet), and annual audited accounts, together with such other information as the Issuer may reasonably require from time to time. The Collateral Obligor should also provide a summary of its loan book and security on a quarterly basis. Noteholders are not entitled to review such documentation, although the Issuer shall make an

announcement in case there is any actual or threatened default of the Series.

Securitization Bonds are subscribed by the Issuer subject to a cash retention policy of 8% of the subscription proceeds remaining in cash with the Issuer.

- 31 Regular Payments on the Securitization Bonds: Interest on the Securitization Bonds is 6 per cent. per annum payable by the Collateral Obligor on 31 March, 30 June, 30 September, 31 December and on the date of any redemption.
- The Collateral Obligor is also required to pay fees to the Issuer in consideration for making available the subscription proceeds of the Series on the basis of a standardised pricelist, subject to annual review. In the event of a failure to pay the Issuer's fees by the Collateral Obligor, among other matters, the Issuer reserves the right to de-list or discontinue the listing of the Series.
- 32 Details of any relationship that is material to the issue of Notes: There are no conflicts of interest between the directors and officers of the Collateral Obligor, or the Collateral Obligor itself, and the Issuer and its directors and officers.
- 33 Method and date of the Issuer's acquisition of the Collateral: The Collateral shall be cash or assets, rights, claims and receivables accrued or acquired from time to time by the Collateral Obligor during the term of the Securitization Bonds.
- 34 Collateral: The assets, rights and undertaking of the Collateral Obligor of the Series, from time to time.
- The Collateral Obligor may upon the terms of the Securitization Bonds (as summarised below) subscribe to the Issuer to borrow up to 92% of the proceeds of subscriptions for the Notes of this Series. The proceeds of subscriptions of the Notes of this Series are exclusively to be available from time to time to the Collateral Obligor of this Series (subject to the Issuer's right to reject any subscription for Securitization Bonds from time to time).
- 35 Manner and time period in which the proceeds from the issue of Notes will be invested by the Issuer: Without undue delay following issue of the Notes
- 36 Issue Date of the Securitization Bonds: The date three Business Days following the later of (a) acceptance by the Issuer of the relevant subscription to Notes of this Series;

and (b) the subscription by the Collateral Obligor to the Securitization Bonds in an amount of principal not exceeding 92% of the amount of Notes subscribed under this Series.

- 37 Maturity Date or Expiry Date of the Securitization Bonds: 31 May 2023
- 38 Amount of Securitization Bonds: A nominal amount equal to the Aggregate Nominal Amount of the Securitization Bonds, which shall not exceed the amount of principal of 92% of the Notes subscribed under this Series from time to time. The maximum total amount of the Securitization Bonds shall not exceed GBP 10 million unless otherwise announced by the Issuer.
- 39 Date of transfer of the Securitization Bonds: The Issuer shall without undue delay arrange for the on-lending of proceeds of subscriptions of the Notes of this Series to its Collateral Obligor. In the event that it is unable to conclude such arrangements within a reasonable time, it reserves the right wholly or partially to reject the relevant subscription for Notes of this Series. In all other respects, the Issuer shall use all reasonable endeavours to ensure the on-lending of subscription proceeds from the Notes (by way of the Securitization Bonds) within 3 Business Days of the later of (a) the date on which the subscription for the Notes is accepted; and (b) the date on which the Collateral Obligor subscribes for the relevant number of Securitization Bonds.
- 40 Method of creation of the underlying Collateral: The Collateral is created, acquired, accrued, enforced, transferred, and discharged by the Collateral Obligor in the ordinary course of its business as described above. It is not intended to restrict the business of the Collateral Obligor for so long as it performs its obligations under the Securitization Bonds.
- 41 Manner of collection of payments in respect of the Collateral: The payment obligations arising under the Securitization Bonds shall accrue and be met in their ordinary course. In the event of a default under the Securitization Bonds, the Issuer shall have recourse to the Collateral, being the assets and undertaking of the Collateral Obligor under the security arrangements described above. In all other respects, the taking of the Collateral is not

intended to affect the ability of the Collateral Obligor to conduct its business.

42 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 Collateral is typically comprised in a loan agreement, secured on the assets of the borrower.

The legal documentation of the loan agreement and security is standardised and produced under expert legal advice. During its due diligence of the Collateral Obligor, the Issuer has seen the standard form documentation used by the Collateral Obligor for its business (subject to negotiation under the various transactions) and considers it to reflect market standard for this type of business.

The Collateral Obligor has undertaken to provide to the Issuer a summary of its loan book on a quarterly basis. Noteholders are not generally entitled to this information, although the Noteholders of a Series are to be notified in the event of a default existing from time to time under the Securitization Bonds, and also as regards any actions taken from time to time by the Issuer to enforce the terms of the Securitization Bonds.

This Collateral Obligor is obliged to discharge the fees of an investment committee, subject to the investment committee maintaining a 70% loan to value ratio according to the management accounts of this Collateral Obligor. The fees are reviewed annually and are currently 5% of new investments and 1.5% of the Collateral Obligor's assets annually. This is payable quarterly, in arrears.

43 Governing law of the Collateral:

Typically England & Wales

44 Jurisdiction for proceedings in relation to the Collateral:

Typically England & Wales

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on Global Exchange Market of The Irish Stock Exchange plc trading as Euronext Dublin, of the Notes described herein pursuant to the Listing Particulars.

The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Listing Particulars referred to above, contains all information that is material to the issue of the Notes.

Signed on behalf of the Issuer:

By: 

Duly authorised

OPERATIONAL INFORMATION

- 45 ISIN Code: IE00BG13JN59
- 46 Delivery: As agreed with Investors
- 47 The Agents appointed in respect of the Notes are: **PAYING AGENT AND REGISTRAR:** Computershare Investor Services (Ireland) Limited
- CALCULATION AGENT, AND CASH MANAGER:** Trustmoore Ireland Limited
- TRUSTEE:** DMS Governance Risk and Compliance Services Limited
- CORPORATE SERVICES PROVIDER:** Trustmoore Ireland Limited
- 48 Relevant Clearing System CREST
- 49 Banks with which the main accounts relating to the transaction are held: Northern Trust

LISTING AND ADMISSION TO TRADING

- 50 Listing: Ireland
- 51 Admission to trading: Listing of the Series of Notes on the Global Exchange Market of Euronext Dublin is expected to occur on 31 January 2020.
- 52 Rating and Rating Agency: The Notes to be issued have not been rated

TERMS AND CONDITIONS OF THE OFFER

- 53 Offer Price: Issue Price
- 54 Total amount of the issue under this Tranche: GBP 317,665
- 55 Minimum Subscription: GBP 10,000
- 56 Maximum subscription amount/number of Notes: Not applicable
- 57 Conditions to which the offer is subject: Offers of the Notes are conditional on their issue.
- 58 Description of the application process: Applications for Notes should be made directly to the Issuer.
- 59 Offering Period: The Offering Period for this Tranche shall run on and from the date of issue of this document and shall end on 29 July 2019. Applications to subscribe for Notes may be

made on a Business Day prior to the lapse of the Offering Period.

The Issuer reserves the right for any reason to reduce the number of Notes offered.

- 60 Cancellation of the issuance of Notes: The Issuer reserves the right for any reason to cancel the issuance of Notes.

The issuance of Notes is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Notes amounting to an aggregate number of at least €10,000,000 during the Offering Period. In the event that this condition is not satisfied, the Issuer may cancel the issuance of the Notes.

In case any issuance of Notes is cancelled, Investors or prospective Investors who have already paid or delivered subscription monies for Notes will be entitled to reimbursement of such amounts, but will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and such reimbursement.

- 61 Early closing of the subscription of the Notes or reduction in the number of Notes offered: The Issuer reserves the right for any reason to close the Offering Period early or reduce the number of Notes offered. In any such case, Investors or prospective Investors who have already paid or delivered subscription monies for Notes will be entitled to reimbursement of such amounts, but will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and such reimbursement.

- 62 Details of the method and time limits for paying up and delivering the Notes: The Notes will be registered through CREST following the Issue Date against payment to the Issuer of the subscription monies.

ANNEX A - DISCLOSURE REQUIREMENTS IN RESPECT OF OBLIGATIONS

COMPRISED IN THE COLLATERAL

The Collateral of this Series is expected to comprise a portfolio of medium-term loan agreements, secured on the assets of the borrower or borrowers, and where available fixed charges over any substantial fixed assets (which is unlikely given the target borrowers).

The legal documentation of the loan agreement and security is standardised and produced under expert legal advice. During its due diligence of the Collateral Obligor, the Issuer has seen the standard form documentation used by the Collateral Obligor for its business (subject to negotiation under the various transactions) and considers it to reflect market standard for this type of business.

ANNEX B - REDEMPTION NOTICE

N/A for this issuance