

**PRIVATE PLACEMENT – QUALIFIED INVESTORS ONLY  
NOT FOR PUBLIC DISTRIBUTION**



**INFORMATION MEMORANDUM**

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**Genesis Family Trust**

**6.5% Senior Secured Green Notes Series 2025-A-001  
Up to USD 5,000,000,000 Aggregate Principal Amount**

Minimum Subscription: USD 200,000

Denomination: USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof)

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Vienna MTF operated by Wiener Börse AG (Multilateral Trading Facility)

**IMPORTANT NOTICE:** This Information Memorandum does not constitute a prospectus for the purposes of Regulation (EU) 2017/1129 (the "Prospectus Regulation") or any other prospectus regime. The Notes are being offered solely to certain qualified investors and are subject to minimum subscription and transfer amounts. No action has been or will be taken to permit a public offering of the Notes in any jurisdiction. This Information Memorandum is confidential and may not be copied or distributed to any person other than the intended recipient.

The date of this Information Memorandum is December 29, 2025.

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Issuer:	Genesis Family Trust, 14460 New Falls of Neuse Road, Suite 149-305 Raleigh, NC 27614, USA Website: <a href="https://genesis.family">https://genesis.family</a>
Series:	2025-A-001 USD Senior Secured Green Notes
ISIN:	US37185NAC20   CUSIP: 37185NAC2
FISN:	GENESIS FAMILY.6.5 BD 20351022 SC
CFI-Code:	DBFUGR
Issue Size:	USD 5,000,000,000
Issue Prize:	100% of Nominal Amount (clean), plus accrued interest, if any
Settlement Currency:	USD
Issue Date:	December 29, 2025
Trade Date:	December 29, 2025
Maturity Date:	October 22, 2035
Interest Rate:	6.5% per annum (30/360 day count)
Interest Payments:	Semi-annual (April 22, October 22)
First Payment:	October 22, 2026
Denomination:	USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof)
Minimum Subscription:	USD 200,000

Any offer or sale will be made in accordance with applicable laws and distribution restrictions. Settlement and clearing: Rule 144A via DTC; Regulation S via Euroclear and Clearstream, as applicable.

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USA (Co-Lead Manager / Syndicate Broker):	GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094, USA, <a href="https://gtsecurities.net">https://gtsecurities.net</a>
Europe (Lead Manager):	FE Capital S.a.r.l., 196 Rue de Beggen, 1220 Luxembourg
Note Issue Manager:	Genesis Collateral House Company, Bank Center, Budapest, Szabadság tér 7, 1054 Hungary

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OBLIGORS (Joint and Several Liability)

Obligor 1: GENESIS FAMILY TRUST

North Carolina Trust (established December 22, 2007), 14460 New Falls of Neuse Road, Suite 149-305 Raleigh, North Carolina 27614, USA, LEI: 9845002L1ADC963CDC77

Trustee: Jeffrey Darrell Hall (no personal liability: indemnified by Trust and Co-Obligors)

Obligor 2: AVIS CAPITAL Korlátolt Felelősségű Társaság (ACAP)

(Treasury Manager), 1052 Budapest, Váci utca 16., 2nd floor, Hungary, Company number 01-09-397856

U.S. Representation: AVIS Capital Ltd. - U.S. Branch Office c/o Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808 United States

Acting as authorized agent of Genesis Family Trust pursuant to Power of Attorney dated December 20, 2025, Co-obligor on Green Notes (jointly and severally with Trust)

Treasury Manager for Green Notes Program Co-obligor on Green Notes (jointly and severally liable with Trust). Manages all operational aspects of Note issuance and administration Full authority to execute and deliver Notes on behalf of structure

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GUARANTOR

AVIS CAPITAL LTD. (Master Note Holder) In its separate capacity as holder of the USD 200,000,000,000 Master Note issued by Genesis Family Trust

- Guarantees all payment and performance obligations of both Obligors
- Guarantee secured by ACAP's rights in the Master Note
- Provides indemnification to Trust, Trustee, and Noteholders
- Direct recourse available to Noteholders.

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GENESIS COLLATERAL HOUSE COMPANY THE SECURITY TRUSTEE AND COLLATERAL AGENT

North Carolina Corporation Entity ID: 3214399 Formation Date: February 6, 2026, Status: Active, Good Standing Entity Type: C CORPORATION NAICS: 551112 (Offices of Other Holding Companies)

Registered Office (NC): 4111 Rose Lake Dr. Ste E, Charlotte, NC 28217, USA

Corporate Office: Bank Center, Budapest, Szabadság tér 7, 1054 Hungary

Parent: Monkey Rock Group Inc. a Delaware Corporation, File No. 2835313, OTC: MKRO

Genesis Collateral House Company acts as Collateral Agent and Security Trustee, holding first-priority security interests in all Collateral for the benefit of Noteholders.

This Information Memorandum (the "Information Memorandum") has been prepared in connection with the private placement of non-convertible senior secured green bonds (the "Notes" or "Green Notes") sponsored by AVIS Capital Ltd. pursuant to a Power of Attorney issued by the Trustee of the Genesis Family Trust, a North Carolina trust established on December 22, 2007, appointing AVIS Capital Ltd. as Treasury Manager and authorizing it to administer the Trust's bond issuance with full authority; LEI 9845002L1ADC963CDC77; principal office 14460 New Falls of Neuse Road, Suite 149-305, Raleigh, NC 27614, USA, in an aggregate principal amount of up to USD 5,000,000,000 to qualified investors only. This Information Memorandum is intended, inter alia, to support the admission of the Notes to trading on the Vienna MTF operated by Wiener Börse AG and/or other multilateral or exchange-regulated trading venues and markets, in each case subject to the applicable venue-specific admission decisions. It does not constitute, and is not intended to constitute, a prospectus prepared and approved under Regulation (EU) 2017/1129 (the "Prospectus Regulation") or any equivalent UK regime.

This Information Memorandum should be read and construed together with any other documents attached herein and, in relation to the Notes, with the Final Terms, as applicable.

This Information Memorandum constitutes neither an offer to sell, buy or subscribe for the Notes nor a solicitation of an offer to buy any of the Notes and shall not be construed in this sense. In addition, the contents of this Information Memorandum or parts thereof may not be used as a basis for a binding contract of any kind or is used as reliable in this context.

The Notes referred to herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and are being offered and sold only (i) within the United States to "qualified institutional buyers" ("QIBs") in reliance on Rule 144A under the U.S. Securities Act ("Rule 144A"), and (ii) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act ("Regulation S"), as "Series 2025-A-001 USD Senior Secured Green Notes", with ISIN: US37185NAC20 and CUSIP: 37185NAC2. Please see Section 1.8 and Section 1.10 (Selling Restrictions – Qualified Investors Only) for more information.

The date of this Information Memorandum is December 29, 2025.

## INVESTMENT HIGHLIGHTS

### **Comprehensive Collateral Coverage:**

This USD 5,000,000,000 bond issuance is secured by Certificates of Deposit issued by HSBC México with current value of USD 27,007,278,673.77, providing collateral coverage substantially exceeding the 120% target requirement throughout the life of the Notes. Noteholder security does NOT depend on operational performance of individual green projects. The CD collateral provides the primary security independent of project operations Multi-Layer Security Structure:

- **Layer 1 (Primary):** HSBC México Certificates of Deposit (ISIN MX4042804066)
- **Layer 2 (Secondary):** Physical gold bullion (LBMA Good Delivery bars) and financial assets (to be acquired with proceeds)
- **Layer 3 (Tertiary):** Green project equipment and infrastructure assets
- **Layer 4 (Insurance):** Comprehensive insurance coverage of 100%-120% of outstanding obligations covering physical loss, custodian failure, political risk, and interest payment defaults
- **Layer 5 (Guarantee):** Unconditional guarantee by AVIS Capital Ltd. providing direct recourse Collateral Maintenance

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## 1. Important Information

### 1.1. General information

This Information Memorandum has been prepared in connection with a private placement of the Notes to qualified investors only. This Information Memorandum does not constitute a prospectus approved under the Prospectus Regulation or any equivalent regime, and no such approval has been sought or obtained. The Notes are not being offered to the public and may only be acquired by qualified investors as described below:

- (a) Qualified institutional buyers ("QIBs") as defined in Rule 144A under the U.S. Securities Act of 1933;
- (b) Persons outside the United States in offshore transactions in reliance on Regulation S; and
- (c) In the EEA or UK, a person who is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation or equivalent definition under UK law; and
- (d) In each case, qualified investors able to invest a minimum amount of USD 200,000 (or equivalent).

**MINIMUM SUBSCRIPTION:** The minimum subscription and minimum holding amount for the Notes is USD 200,000. The Notes are denominated in integral multiples of USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof, i.e., USD 200,000, USD 201,000, USD 202,000, etc.).

**Before investing, qualified investors should carefully review:**

- **Section 3 (Risk Factors)** for material risks
- **Section 4 (Issuer Information)** for information about the Issuer and its business
- **Section 5 (Financial and Trend Information)** for financial data and reporting commitments
- **Section 6 (Securities Note)** and **Section 7 (Terms and Conditions of the Offering)** for detailed terms
- **Section 8 (Security, Collateral and Priority Waterfall)** for collateral arrangements
- **Schedule A** for the insurance framework
- **Schedule B** for detailed project and technology descriptions

This Information Memorandum should be read and construed together with any other documents attached herein and, in relation to the Notes, with the Final Terms, as applicable.

Hyperlinks to websites are for convenience only; such information does not form part of the Information Memorandum. See Section 11 (Web Links - External Sources) for disclaimers.

### 1.2. Responsibility for this Information Memorandum

#### 1.2.1. Obligors, Guarantor, and Complete Liability Structure

##### **Obligor 1: Genesis Family Trust**

The Trust's principal asset is the Master Note issued to AVIS Capital Ltd. as the sole holder.

**Green Notes Program:** The Trust, acting through ACAP as Treasury Manager pursuant to Power of Attorney dated December 20, 2025, issues senior secured green notes under the Green Notes Program. The Green Notes represent fractional obligations issued under the framework and economic structure established by the Master Note.

The Trust is Obligor 1 on the Green Notes. The Trust is directly, unconditionally, and jointly and severally liable (together with ACAP as Treasury Manager) for payment of all principal, interest, fees, costs, and other amounts due under the Green Notes.

## **Obligor 2: AVIS Capital Ltd. (Treasury Manager)**

AVIS Capital Ltd. (ACAP) is a financial holding and investment management company.

By Power of Attorney dated December 20, 2025 granted by the Trust, ACAP has full, complete, and exclusive authority to manage and administer the Green Notes Program in all respects.

In ADDITION to its obligations as Treasury Manager/Co-Obligor, AVIS Capital Ltd., in its SEPARATE capacity as holder of the Master Note issued by Genesis Family Trust, unconditionally and irrevocably GUARANTEES to each Noteholder full and timely payment and perform all liabilities according to the terms of Note Issue.

AVIS Capital Ltd. (in its capacities as Treasury Manager and as Guarantor) is the PRIMARY INDEMNITOR and hereby INDEMNIFIES, DEFENDS, and holds completely HARMLESS the Genesis Family Trust, the Trustee and each and every Noteholder, as well as the Genesis Collateral House (for claims arising from ACAP's conduct) and all officers, directors, employees, agents, and affiliates of the foregoing FROM AND AGAINST ALL losses, claims, demands, damages, liabilities, obligations, penalties, fines, judgments, settlements, costs, and expenses of any kind or nature whatsoever arising from or relating to ACAP's acts or omissions as Treasury Manager of the Note Issue. ACAP is not required to indemnify Protected Parties for losses caused SOLELY by protected Party's own gross negligence, willful misconduct, bad faith, or fraud, protected Party's material breach of Transaction Documents, Protected Party's violation of law and claims between Protected Parties (inter-party disputes).

*Full details for all parties are provided in Section 10.*

### **Noteholder Acknowledgment:**

By purchasing Notes, each Noteholder acknowledges and agrees that the Trust is the issuer of the Notes and is liable solely in its capacity as issuer under the terms of the Note Issue. The Trustee shall have no personal liability and acts solely in a fiduciary capacity.

### **Treasury Manager Guarantee and Indemnity.**

The Treasury Manager, as holder of the Master Note/Bond and as the party exercising discretionary authority over the Senior Secure Notes Program, shall guarantee the obligations of the Trust under the Notes and shall indemnify and hold harmless the Trust, the Trustee, and the Noteholders from and against any loss, liability, or shortfall arising from (i) the insufficiency, impairment, or decline in value of the Collateral securing the Notes, (ii) any act or omission of the Treasury Manager in connection with the Master Note/Bond or the Senior Secure Notes Program, and (iii) any breach of its duties or discretionary authority. For the avoidance of doubt, the Treasury Manager's obligations are supported by its rights and economic interests under the Master Note and by any proceeds or assets received in connection therewith.

### **Collateral Agent/ Collateral Manager Indemnity.**

The Collateral Agent/Collateral Manager shall indemnify the Trust, the Trustee, and the Noteholders solely for losses arising from its own negligence, willful misconduct, breach of fiduciary duty, or failure to follow the instructions or governing documents applicable to the Collateral. The Collateral Agent/ Collateral Manager shall have no obligation to guarantee the value or sufficiency of the Collateral.

### **Jurisdiction**

The Trust submits to the non-exclusive jurisdiction of the courts of New York County, New York, and the State of North Carolina for matters arising out of the Note Issue.

LIABILITY AND PROTECTION SUMMARY TABLE:

PARTY	ROLE	LIABILITY / PROTECTION
Genesis Family Trust	Obligor 1	<ul style="list-style-type: none"> <li>• Liable for all amounts due</li> <li>• NOT liable for ACAP/Collateral Agent</li> <li>• Limited to Trust estate &amp; Collateral</li> </ul>
J. Hall	Trustee	<ul style="list-style-type: none"> <li>• ZERO personal liability</li> <li>• Indemnified by ACAP</li> </ul>
AVIS Capital Ltd. (Treasury Manager)	Obligor 2	<ul style="list-style-type: none"> <li>• Joint and several liability (100%)</li> <li>• Liable from own assets</li> <li>• Primary indemnitor</li> </ul>
AVIS Capital Ltd. (Master Note Holder)	Guarantor (Separate Capacity)	<ul style="list-style-type: none"> <li>• Guarantees both Obligors</li> <li>• Guarantees coverage and shortfall</li> <li>• Secured by Master Note</li> <li>• 30:1 coverage ratio</li> </ul>
Genesis Collateral House Company	Fiduciary	<ul style="list-style-type: none"> <li>• NOT an Obligor</li> <li>• Liable only for own misconduct</li> </ul>
NOTEHOLDERS	Secured Creditors	<p>Protected by:</p> <ul style="list-style-type: none"> <li>• Dual Obligors (Trust + ACAP)</li> <li>• ACAP Guarantee (Master Bond)</li> <li>• Collateral</li> <li>• Shortfall Guarantee</li> <li>• Insurance (100-120%)</li> </ul>

LOSS PROBABILITY: For principal loss requires ALL protection layers to fail simultaneously.

Assessment\): EXTREMELY LOW.

### 1.3. Responsibility for this Information Memorandum

The Issuer and the Treasury Manager accept responsibility for the information in this Information Memorandum and confirm, to the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), that the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

QUALIFIED INVESTORS ONLY: This Information Memorandum is addressed solely to, and directed solely at, qualified investors. It must not be acted on or relied on by such persons who are not qualified investors. Any investment or investment activity to which this Information Memorandum relates is available only to qualified investors and will be engaged in only with qualified investors.

This Information Memorandum provides information about the private placement of the Notes. Each qualified investor acknowledges that:

- (a) It has been afforded the opportunity to conduct its own independent investigation and analysis of the Issuer, the Obligors, the Collateral, and the terms of the Notes;
  - (b) It has not relied on any representations or warranties other than those expressly set forth in the Transaction Documents;
  - (c) It is a sophisticated investor with sufficient knowledge and experience to evaluate the merits and risks of an investment in the Notes;
  - (d) It satisfies the investor qualification requirements set forth in this Information Memorandum and applicable law;
- AND

- (e) It is acquiring the Notes for its own account (or for accounts for which it has sole investment discretion) for investment purposes and not with a view to distribution or resale (except as permitted under applicable securities laws and the transfer restrictions described herein).

#### **1.4. Transaction Documents Package**

Each investor receives (via Web Access Issuer website <https://genesis.family>) the following Transaction Documents prior to or simultaneously with settlement:

- (a) This Information Memorandum
- (b) Final Terms
- (c) Collateral Pledge Agreement (Schedule E)
- (d) Intercreditor Agreement (Schedule F)
- (e) Insurance Certificates (Schedule A)
- (f) Guarantee (Schedule G)

#### **1.5. Deemed Consent and Acknowledgment**

BY PURCHASING, ACCEPTING, OR OTHERWISE ACQUIRING ANY INTEREST IN THE NOTES, EACH QUALIFIED INVESTOR:

- (a) Acknowledges receipt of all Transaction Documents
- (b) Consents to and agrees to be bound by all terms
- (c) Appoints Genesis Collateral House Company as Security Trustee with full authority
- (d) Waives individual consent requirements for actions within Transaction Document scope

No signature required. Purchase constitutes binding agreement. Transfer of Notes operates as assignment of rights AND assumption of obligations.

#### **1.6. No Signature Required**

IMPORTANT: Noteholders are NOT required to sign any documents.

The purchase, acceptance, or acquisition of Notes constitutes:

- a) Deemed consent to all Transaction Documents
- b) Binding agreement to all terms
- c) Appointment of Security Trustee as agent

This structure is standard for book-entry securities and provides:

- a) Operational efficiency (no signature collection)
- b) Legal certainty (clear binding effect)
- c) Market standard practice (familiar to Transfer Agents)

#### **1.7. Binding Effect**

The deemed consent is:

- a) LEGALLY BINDING on all Noteholders
- b) ENFORCEABLE in accordance with applicable law
- c) IRREVOCABLE (cannot be withdrawn after purchase)

**Subsequent Transfers:** Any transferee automatically becomes bound upon acquiring Notes.

## 1.8. Use of Information Memorandum

This Information Memorandum is intended exclusively (i) to support the admission of the Notes to trading on the Vienna MTF operated by Wiener Börse AG and (ii) exclusively for use in connection with private placements of the Notes to qualified investors in reliance on exemptions from prospectus and registration requirements, including:

- (a) Rule 144A under the U.S. Securities Act (sales to qualified institutional buyers in the United States); and
- (b) Regulation S under the U.S. Securities Act (sales to persons outside the United States in offshore transactions).
- (c) In the EEA or UK, a person who is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation or equivalent definition under UK law; and
- (d) In all cases, a person able and willing to invest a minimum of USD 200,000.

This Information Memorandum does not constitute an offer to the public and shall not be used for any public offering or general solicitation.

Application may be made for admission of the Notes to trading on the Vienna MTF operated by Wiener Börse AG, a multilateral trading facility that is not a regulated market. Such admission (if obtained) does not constitute an offer to the public or change the private placement nature of the offering.

**RESTRICTION ON DISTRIBUTION:** This Information Memorandum is confidential and is being furnished to a limited number of qualified investors for informational purposes solely in connection with their consideration of a purchase of the Notes. By accepting delivery of this Information Memorandum, the recipient agrees:

- (a) To keep confidential all information contained herein;
- (b) Not to reproduce or distribute this Information Memorandum (in whole or in part) without the prior written consent of the Issuer;
- (c) Not to use this Information Memorandum for any purpose other than evaluating a potential investment in the Notes; AND
- (d) To return or destroy this Information Memorandum upon request if it decides not to invest in the Notes.

**Settlement Condition:** Settlement conditional upon Collateral Agent confirmation that:

- CDs with value  $\geq 100\%$  of principal have been pledged
- Pledge perfected under applicable law

See Section 8 for complete details.

## 1.9. Availability of the Information Memorandum

This Information Memorandum is available at <https://genesis.family> and per venue publication requirements.

## 1.10. Selling Restrictions – Qualified Investors Only

**IMPORTANT:** The Notes have not been and will not be registered under the U.S. Securities Act or the securities laws of any other jurisdiction. The Notes are being offered and sold only to qualified investors in transactions that are exempt from registration.

**QUALIFIED INVESTOR REQUIREMENTS:** Notes may be offered and sold only to persons who satisfy ALL of the following requirements:

- (a) INVESTOR STATUS
  - In the United States: Qualified Institutional Buyers ("QIBs") as defined in Rule 144A; OR
  - Outside the United States: Non-U.S. Persons in offshore transactions in compliance with Regulation S;

- In the EEA or UK, a person who is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation or equivalent definition under UK law; AND

(b) MINIMUM INVESTMENT

- Able and willing to invest a minimum of USD 200,000; AND

(c) SOPHISTICATION

- Sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes; OR
- Able to bear the economic risk of an investment in the Notes, including total loss of investment; AND

(d) RESTRICTED SECURITIES

- Understands that the Notes are "restricted securities" that have not been registered and may only be resold in accordance with the transfer restrictions described in this Information Memorandum and Schedule H.

**PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS:**

The Notes are not intended to be offered, sold, or otherwise made available to and should not be offered, sold, or otherwise made available to any retail investor in the European Economic Area ("EEA") or in the United Kingdom ("UK").

For these purposes, a "retail investor" means a person who is one (or more) of:

- A retail client as defined in MiFID II; or
- A customer within the meaning of the Insurance Distribution Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in MiFID II; or
- Not a qualified investor as defined in the Prospectus Regulation.

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

**ADDITIONAL JURISDICTIONAL RESTRICTIONS:**

The distribution of this Information Memorandum and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum comes are required by the Issuer and the Lead Managers to inform themselves about, and to observe, any such restrictions.

This Information Memorandum does not constitute an offer of, or an invitation to purchase, any Notes in any jurisdiction in which such offer or invitation would be unlawful.

**1.11. Forward-Looking Statement**

This Information Memorandum contains forward-looking statements subject to risks and uncertainties. Terms like "strategy," "expect," "plan," "believe," "will," "estimate," "target" identify such statements. Actual results may differ materially. See Section 3 (Risk Factors).

**1.12. Applicable Law and Jurisdiction**

Governing Law: New York law (except local law governs perfection of security in non-U.S. collateral)

Jurisdiction: Non-exclusive jurisdiction in New York County, New York

Trust Governance: North Carolina Uniform Trust Code

Cross-border perfection: See Section 8.1 and Section 3.3.14.

**1.13. Financial Information and Accounting Principles**

**Collateral Agent:** Prepares information per U.S. GAAP or comparable framework

**Parent Company:** Monkey Rock Group Inc. (OTC: MKRO) files at [www.otcmarkets.com/stock/MKRO/overview](http://www.otcmarkets.com/stock/MKRO/overview)

**Issuer Reporting:** Quarterly collateral statements per Section 8.2

**Vienna MTF Requirements:** Financial information per Vienna MTF rules

**Availability:** Following closing, financial statements will be prepared (and where required, audited) per Section 5.

## 1.14. Presentation and Settlement

Book-entry through:

- DTC (Rule 144A Notes)
- Euroclear and Clearstream (Regulation S Notes)
- Local CSD links (including Nasdaq CSD SE) where specified in Final Terms

Definitive notes issued only in limited circumstances per global note documentation.

## 2. General Description of the Notes

### 2.1. Structure and Obligations

#### 2.1.1. Dual Obligor Structure

The Notes are joint and several obligations of:

(1) Genesis Family Trust (Obligor #1)

- Liable for all amounts due
- NOT liable for acts of ACAP (Treasury Manager) or Genesis Collateral House (Collateral Agent)
- Liability limited to Trust estate and Collateral
- Trustee has NO personal liability

(2) AVIS Capital Ltd. (Obligor #2 - Treasury Manager)

- Jointly and severally liable for all amounts due
- Liable from own assets (not limited to Trust estate)
- Fully responsible for investment and management decisions
- Primary indemnitor for Trust, Trustee, and Noteholders

ACAP GUARANTEE (Separate Capacity):

In addition to co-obligor liability, ACAP (as Master Note holder) guarantees:

- All payment and performance obligations of both Obligors
- Collateral Coverage Ratio compliance (minimum 100%)
- Any enforcement shortfall
- Secured by ACAP's Master Note

#### COLLATERAL SHORTFALL PROTECTION:

- If Collateral Coverage falls below 100%, ACAP must cure (restore to  $\geq 105\%$ , deposit cash, or cause mandatory redemption) or automatic Event of Default occurs. If liquidation insufficient, ACAP pays entire shortfall. Noteholders may enforce against Master Note.

For complete information, see Section 4 and Section 10., and Schedule G.

##### **2.1.1. Administration**

The Trust acts directly in issuing the Notes through its Treasury Manager AVIS Capital. Administration coordinated by parties identified in Section 10.

##### **2.2. Collateral Agent:**

Genesis Collateral House Company acts as:

- a) Note Issue Manager (issuance logistics, regulatory interaction, bond administration, payment coordination, bondholder records)
- b) Collateral Manager and Security Trustee (as defined in Security Documents)

**Important:** Information at [www.otcmarkets.com/stock/MKRO/overview](http://www.otcmarkets.com/stock/MKRO/overview) does not form part of this Information Memorandum. See Section 11 for disclaimers.

##### **2.2.1. Credit Support**

Notes benefit from:

- a) First-priority security interest in Collateral maintaining 120% target coverage (100% minimum)
- b) Unconditional and irrevocable guarantee by AVIS Capital Ltd.
- c) Comprehensive insurance coverage per Schedule A

##### **2.3. Series and Tranche**

Series 2025-A-001; Tranche 2025-A-001.

##### **2.4. Authorized Amount and Denomination**

Up to USD 5,000,000,000 aggregate principal amount.

**DENOMINATION AND MULTIPLES:** USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof), i.e. Notes may be held and transferred in in the aggregate principal amount of USD 200,000, USD 201,000, USD 202,000, USD 203,000, etc.).

Minimum Subscription: USD 200,000.

**MINIMUM SUBSCRIPTION AND HOLDING:** Each investor must subscribe for, and each Noteholder must at all times hold, Notes with an aggregate principal amount of not less than USD 200,000.

**CONSEQUENCES OF HOLDING LESS THAN MINIMUM:** If, as a result of a partial redemption or otherwise, a Noteholder would hold Notes with an aggregate principal amount of less than USD 200,000, the Issuer may (at its option):

- (a) Redeem all (but not less than all) of such Noteholder's remaining Notes at par plus accrued interest; OR
- (b) Require such Noteholder to purchase additional Notes to bring its holding to at least USD 200,000 within 30 days.

If neither option is exercised, the Noteholder's Notes shall remain outstanding but may not be transferred except as part of a transfer that would result in the transferee holding at least USD 200,000 in aggregate principal amount.

## 2.5. Purpose and Use of Proceeds

### Primary Use of Proceeds:

Net proceeds from the Notes will be allocated as follows:

- (a) Eligible Green Projects (~60-70%): Financing and refinancing of green industrial infrastructure and advanced manufacturing projects, including:
  - Waste-to-materials processing and recycling facilities
  - Clean energy generation infrastructure
  - Advanced sustainable manufacturing equipment
  - Energy efficiency systems
  - Related eligible green projects meeting ESG Framework criteria
- (b) Additional Collateral Acquisition (~20-30%): Purchase of physical gold bullion (LBMA Good Delivery bars) and other eligible collateral assets to supplement the CD Collateral and maintain required Coverage Ratios.
- (c) Working Capital and Operations (~10%): General corporate purposes, operational expenses, and investment activities designed to generate returns supporting interest payments on the Notes.

### Revenue and Payment Structure:

Interest payments to Noteholders will be funded from:

- Returns of Algorithmic Ai trading robots
- Returns on project investments and operations
- Investment income and private placement trading activities
- Income generated from deployment of proceeds
- Insurance proceeds (if applicable to cover temporary shortfalls)

Insurance Protection: An insurance policy covers interest payment obligations prior to the Maturity Date in the event of temporary shortfalls, ensuring uninterrupted debt service. See Schedule A for complete insurance terms.

### CRITICAL POINT FOR INVESTORS:

Noteholder security is **NOT DEPENDENT** on the operational success or cash flow generation of individual green projects. The investment fund management contracted by the GENESIS Collateral House Company holds cash and cash equivalent any time for covering the coupon payments at its payment days, every April 22 and October 22 and guarantees the redemption of the note issue at its maturity date.

The CD collateral (maintaining 120% target coverage) provides primary security INDEPENDENT of project performance. Project investments represent the USE of proceeds, not the SOURCE of security.

The collateral value substantially exceeds minimum requirements, providing significant cushion against potential collateral value fluctuations.

### ESG Alignment and Project Information:

Projects compliant with ESG Framework are detailed in Schedule B and available at <https://avis.press/avis-green-venture/italian-franchise-waste-to-nanopowder>.

## 2.6. ESG Framework and Green Bond Principles

The Issuer has developed Green Bond Framework (the "ESG Framework"), which has been aligned with the International Capital Market Association's Green Bond Principles (2021) (the "ICMA GBP").

The ESG Framework sets out:

- a) Eligibility criteria for Eligible Green Projects;
- b) The process for project evaluation and selection;
- c) Management of proceeds;
- d) Reporting commitments (allocation and impact).

Projects compliant with ESG Framework are available at <https://avis.press/avis-green-venture/italian-franchise-waste-to-nanopowder> and summarized in Schedule B to this Information Memorandum.

### Important Disclaimers:

- **No Guarantee of Classification:** References to ICMA GBP, LGX, or ESG frameworks are informational. No assurance Notes will be classified as "green."
- **Evolving Standards:** ESG standards are evolving. Interpretations may change.
- **No Impact on Legal Terms:** ESG characteristics do not affect legal terms, ranking, or credit characteristics. Noteholders have no recourse if proceeds not applied to Eligible Green Projects.
- **External Sources:** See Section 11 for disclaimers.

### Cross-References:

- Use of proceeds: Section 2.5
- Project descriptions: Schedule B
- Reporting: Section 5.2

## 2.7. Application for Admission

Application made for Notes to be included in trading on Vienna MTF operated by Wiener Börse AG, a multilateral trading facility. Vienna MTF is not a regulated market (regulierter Markt) within meaning of Austrian Stock Exchange Act (Börsengesetz) or Directive 2014/65/EU (MiFID II). Issuer may also seek inclusion on other multilateral or exchange-regulated markets or segments (including markets operated by Nasdaq Riga or ADX), subject to eligibility confirmation and required regulatory/venue approvals.

Each application for admission to trading is subject to:

- The rules and approval processes of the relevant venue
- Eligibility confirmation by the venue operator
- The grant of all required regulatory or venue approvals
- Appointment of any required listing sponsor, listing agent, or authorized representative

### Status of Admissions:

As of the date of this Information Memorandum, an application has been submitted and is pending.

### Cross-References:

- **Sections 6.24 and 7.13 (Admission Procedures)**
- For settlement and clearing arrangements, see **Sections 1.14 and 7.12**

### 3. Risk Factors

#### 3.1. Introduction

The risks below represent principal risks inherent in investing in the Notes; they are not exhaustive and must be read together with the entire Information Memorandum. Noteholders rely on their own assessment as to suitability.

Prospective Noteholders should be aware that investing in bonds carries significant risks. Before investing, they should carefully review the risk factors below and other information in this Information Memorandum. If any such risk materialises, it could materially adversely impact the Issuer's operations of the Bond Issue described in this Information Memorandum, including the cash flows, financial position, results, outlook, or market value of the relevant Notes and/or the Issuer's ability to meet payment obligations under those Notes. As a result, Noteholders may lose part or all their investment.

The Issuer believes the risk factors below are the main risks of investing in the Notes. They are presented in categories. If a risk factor applies to more than one category, it appears only once in the most relevant category. The most material risk in a category is listed first. The assessment of each risk's materiality is based on its probability of occurrence and expected negative impact, rated as low, medium, or high.

Subsequent risk factors in the same category are not ranked by materiality or probability. The risk factors presented are based on the Issuer's current knowledge and reasonable opinion. However, they are not exhaustive. The Issuer's ability to pay interest, principal, or other amounts on the Notes may be affected by other factors or occurrences that may not be considered significant risks by the Issuer.

Prospective Noteholders should also read the detailed information in the Information Memorandum. It contains forward-looking statements that involve risks and uncertainties (Section 1.11 (Forward-Looking Statements)). The Issuer's actual results may differ significantly from those anticipated in the forward-looking statements due to various factors, including the risks described below.

This Information Memorandum is not investment advice or recommendation for subscribing to or acquiring the Notes. After reviewing the entire information, each prospective investor should make its own investment decision based on its independent views or professional advice.

#### **Navigation Guide to Risk Factors:**

Risk factors are organized into the following categories:

- **Section 3.2 (Business-specific risk factors)**
  - Global economic risk
  - Market and liquidity risk
  - Foreign currency risk
  - Liquidity risk and dependence on access to funding
  - Operational risk
  - Anti-money Laundering and Sanctions Risk
  - Data protection risk
- **Section 3.3 (Risk factors specific to the Notes)**
  - Risk of unsuitable type of investment
  - Credit risk
  - Price and liquidity risk
  - Foreign exchange risk
  - Tax regime risks
  - Transaction costs/charges
  - Risk of Noteholders resolution
  - Early redemption
  - No rights of set-off or counterclaim
  - Bail-in risk

- No ownership and voting rights
- Cancellation offering
- **Note Issue execution and collateralization** ← KEY RISK
- Cross-border perfection and enforcement
- Operational/custody/insurance risks
- ESG/green classification
- Digital/tokenization risk
- **Section 3.4 (Legal and regulatory risk factors)**
  - Regulatory actions and compliance
  - Litigation risk
  - Offering/distribution constraints

**Key Risk – Collateral Realization:**

Noteholders should pay particular attention to **Section 3.3.13** (Collateral execution and realization), which describes risks relating to the value, enforceability, and realization of the Collateral Basket. This risk should be read in conjunction with **Section 8 (Security, Collateral and Priority Waterfall)** and **Schedule A (Collateral Insurance & Risk Protection Framework)**.

**3.1.1.Key Risk Summary for Investors (Material Risk - Collateral Dependent)**

**PRIMARY SECURITY - CD COLLATERAL:**

The Notes are primarily secured by Certificates of Deposit issued by HSBC México. At settlement, the CD Collateral has a current value of USD 27,007,278,673.77, substantially exceeding the 120% target coverage requirement and providing significant cushion for potential value fluctuations.

**MATERIAL RISKS AFFECTING PRIMARY SECURITY:**

**a) HSBC México Credit Risk:**

The CD collateral depends on the creditworthiness and financial stability of:

- HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC
- HSBC Holdings PLC (parent company - globally systemically important bank)

**Risk:** Financial distress or insolvency of HSBC México or HSBC Holdings could impair CD collateral value or liquidity.

**b) Sovereign and Political Risk (Mexico):**

The CD collateral is subject to Mexican law and the political and economic environment in Mexico, including:

- Currency controls or restrictions on fund transfers
- Expropriation or nationalization
- Changes in banking regulations
- Economic instability or sovereign debt crisis
- Legal or regulatory changes affecting CD redemption rights

**c) CD Redemption Risk:**

The CDs mature on October 12, 2027 (before Note maturity of October 22, 2035). Risks include:

- Inability to redeem CDs at maturity
- Forced rollover at unfavourable terms
- Delays in receiving CD proceeds

- Need to replace CD collateral with alternative security maintaining 120% coverage

**d) Currency Risk:**

If CD collateral denominated in currencies other than USD, depreciation could reduce collateral value in USD terms.

**e) Valuation and Liquidity Risk:**

In an enforcement scenario:

- CDs may trade at a discount to face value
- Liquid market for CDs may not exist
- Time required to liquidate may be substantial
- Realization proceeds may be less than carrying value

**f) Coverage Maintenance Risk:**

While the CD Collateral substantially exceeds the 120% target coverage at settlement, the Collateral Coverage Ratio could decline due to:

- Reduction in CD value
- Increase in accrued interest on Notes
- Failure to supplement with additional collateral (gold, project assets)

If coverage falls below 100% and is not cured within 5 Business Days to 105%, Mandatory Redemption is triggered.

**MITIGATING FACTORS:**

Despite the above risks, Noteholders benefit from multiple layers of protection:

1. **HSBC Group Strength:** HSBC Holdings PLC is designated as a globally systemically important bank (G-SIB) with strong capital ratios and global diversification.
2. **Excess Coverage at Settlement:** The CD collateral value at settlement substantially exceeds the 120% target coverage requirement, providing a significant cushion against potential value decline.
3. **Insurance Protection:** Comprehensive insurance (Schedule A) provides 100%-120% coverage including:
  - Custodian failure or insolvency
  - Political and sovereign interference
  - Force majeure events
  - Interest payment defaults prior to maturity
4. **Secondary Collateral:** Additional collateral layers (gold, project assets, financial instruments) will be acquired to supplement the CD Collateral and maintain target coverage levels.
5. **AVIS Capital Guarantee:** Unconditional and irrevocable guarantee by AVIS Capital Ltd. provides direct recourse independent of collateral. See Schedule G.
6. **Mandatory Redemption:** If coverage falls below 100% and cannot be cured within 5 Business Days, the Notes must be redeemed at par plus accrued interest.
7. **Multi-Party Failure Required for Loss:** Noteholders would face principal loss ONLY if there is simultaneous failure of:
  - (i) HSBC México - HSBC Holdings
  - (ii) Collateral insurance
  - (iii) AVIS Capital guarantee

(iv) All supplemental collateral

The probability of all four layers failing simultaneously is assessed as LOW.

### PROJECT RISK IS NOT SECURITY RISK:

**CRITICAL CLARIFICATION:** The operational success or failure of individual green projects financed with bond proceeds does NOT affect Noteholder security.

- The CD collateral is INDEPENDENT of project performance
- Projects represent the USE of proceeds, not the SOURCE of security
- Project failure would not impair the CD collateral

The Issuer assesses the overall collateral realization risk (considering all mitigating factors) as MEDIUM, with the primary risk factor being the credit quality and country risk associated with HSBC México.

### NOTEHOLDER PROTECTION MECHANISMS:

Despite risks described in this Section 3, Noteholders benefit from comprehensive protection:

1. Dual Obligors: Trust + ACAP (joint and several, each liable for 100%)
2. ACAP Guarantee: Secured by USD 150B Master Note (30:1 coverage ratio)
3. Exceptional Initial Coverage: CD Collateral USD 27B at settlement
4. Mandatory Cure: If coverage <100%, ACAP cures within 5 days or mandatory redemption
5. Enforcement Shortfall Guarantee: ACAP pays any liquidation shortfall within 30 days
6. Master Note Enforcement: Noteholders enforce USD 150B Master Note upon ACAP default
7. Insurance: 100%-120% coverage (Schedule A)

Loss Scenario: For Noteholders to lose principal requires simultaneous failure of:

- Both Obligors (Trust AND ACAP)
- Collateral insufficient and ACAP fails to cure
- ACAP guarantee fails
- USD 150B Master Note enforcement insufficient (30:1 ratio makes this unlikely)
- Insurance fails

Assessment: Probability of all layers failing simultaneously is **EXTREMELY LOW**.

Continue reading risk factors with understanding that multiple protection layers mitigate risks.

Investors should carefully review Section 3.3.13 (Collateral Execution and Realization) for detailed collateral risk analysis.

## 3.2. Business-specific risk factors

### 3.2.1. Global economic risk

The European Union, United Kingdom, United States and other countries have imposed sanctions on Russia and Belarus. Businesses experience negative effects from overall economic uncertainty and impacts on global economy and financial markets.

While difficult to estimate impact, the degree to which business may be affected depends on uncertain events such as military action, sanctions and market reactions. The Group and Issuer had no marketable exposures or loans on affected assets, nor significant exposures to financial institutions in Russia or Ukraine.

The Group and Issuer have performed preliminary measures to reduce potential risk exposures and see no significant potential losses.

### 3.2.2. Market and liquidity risk

The Notes may be sensitive to interest rates and credit spreads, and secondary market liquidity may be limited.

Market risk arises from the Issuer's trading and investment activities in financial markets, especially fixed income securities, foreign exchange, and stock markets, as well as borrowing activities.

Losses may occur due to unfavourable changes in foreign exchange rates, securities prices, or interest rates. External factors may increase market volatility, adversely affecting the market value of financial instruments held by the Issuer. This may reduce the value of certain assets, impacting the Issuer's financial position and ability to meet investor obligations.

To mitigate market risk, conservative limits have been established for the investment portfolio and open foreign currency exposures. Despite these measures, market risk may still materially adversely affect the Issuer's operation of the Note Issue, including its cash flows, financial condition, and results under the Notes.

The Issuer assesses market risk as **low**.

### 3.2.3. Foreign currency risk

Foreign currency risk arises from fluctuations in foreign exchange rates. Devaluation, depreciation, or appreciation of a foreign currency can significantly impact the value of the Issuer's assets denominated in foreign currencies, especially securities and receivables, or increase the euro value of foreign currency liabilities. Foreign exchange rates are influenced by complex political and economic factors, including inflation rates, interest rates, the balance of payments, government surpluses or deficits, and monetary, fiscal, and trade policies.

The Issuer manages foreign currency risk by monitoring risk exposure against limits for a single open currency position. Daily monitoring focuses on maintaining substantially closed foreign exchange positions. However, changes in foreign exchange rates may exceed estimated levels. Despite risk policies, limits, and procedures, foreign currency risk may still materially adversely affect the Issuer's operation of the Note Issue, including its cash flows, financial condition, and results under the Notes.

The Issuer assesses foreign currency risk as **low** due to gold collateralisation.

### 3.2.4. Liquidity risk and dependence on access to funding

Liquidity risk affects ability of Issuer to meet contractual obligations when due. Liquidity risk arises from imbalance between asset and liability maturities.

Liquidity management based on risk policies, resulting in various measures, limits and procedures. Issuer maintains daily monitoring including intra-day liquidity management and mid-term/long-term liquidity planning.

Risk policies and procedures may not be adequate to ensure Issuer's access to funding when needed. Failure to obtain sufficient funding or increased costs/unfavourable terms may materially adversely affect Issuer's operation of Note Issue.

The Issuer assesses liquidity risk as **low**.

### 3.2.5. Operational risk

Operational risk arises from flaws and failures in human behaviour, internal processes, information systems, external risks, and cyber risks. It also includes corporate fraud and misconduct.

Human behaviour failures refer to actions by employees, managers, customers, business partners, outsourcing contractors, and third parties. These include accidental mistakes, errors due to lack of knowledge/experience, and willful misconduct.

Operation of Note Issue depends on systems and processes used by Issuer and Treasury Manager. Any failure, interruption, or deficiency could affect administration and Issuer's ability to meet obligations. Operational failure can disrupt service provision and negatively impact Issuer's business, causing reputational damage.

Failures may breach external regulations, including legal acts regulating bank activities, customer identification, anti-money laundering, data protection, and system securities. As licensed credit institution, Issuer's business is subject to rigorous regulations. Operational errors may result in regulatory investigations, penalties, or litigations.

Issuer manages operational risk based on established non-financial risk management policy. Issuer monitors information systems and operations constantly to identify risks, flaws, or fraud and minimise potential losses. Procedures regularly reviewed and updated. However, Issuer may still fail to mitigate all risks.

The Issuer assesses operational risk as **low**.

### **3.2.6. Anti-money Laundering and Sanctions Risk**

Issuer strictly follows regulations to prevent money laundering, terrorism financing, and proliferation, and implement international sanctions. It is subject to applicable AML/CFT and sanctions laws.

Issuer has taken all legal steps, applied necessary measures, and implemented "know your customer" principle to reduce risk of dealing with sanctioned or illegal customers.

Issuer's internal control system includes client identification, onboarding, risk scoring, KYC/KYCB requirements, regular and enhanced due diligence, transaction monitoring, and suspicious transaction reporting.

However, risk exists that Issuer's measures may not fully comply with EU and international laws and regulations. In such cases, penalties or sanctions may be imposed, causing financial losses and damaging reputation.

Issuer's failure to fully implement AML/CFT procedures could lead to actual participation in crime, corruption, money laundering, terrorism financing, or illegal weapons proliferation, resulting in harsher consequences. These could negatively impact Bond's market price and Issuer's ability to make payments.

The Issuer assesses AML/CFT and Sanctions risk as **low**.

### **3.2.7. Data protection risk**

Data protection risk arises when data processing violates natural persons' rights and freedoms, causing material or non-material damage like discrimination, identity theft, fraud, or financial loss.

Issuer, subject to GDPR and Personal Data Processing Law, constantly accesses large volume of customer data. To comply with AML/CFT regulations, it must obtain precise customer information.

Issuer also collects and processes employee data, which may exceed that of unregulated companies.

It has detailed internal data protection policy ensuring compliance with applicable laws. Data processed to minimum extent possible. Customer data protected by high-end technological safeguards. All data processing employees under confidentiality obligations; third parties sharing data must use same safety measures and be under contractual confidentiality obligations.

Issuer regularly reviews and improves data protection and information security policy and security measures.

However, risk exists that measures may not comply with GDPR or national data protection laws. If so, they could face sanctions or penalties up to EUR 10-20 million or 2-4% of total worldwide turnover, depending on breach severity. Considering human error, technological failure, or system disruption, Issuer is also at risk of actual data protection breaches, which could lead to lawsuits, financial losses, and reputational damage.

The Issuer assesses data protection risk as **low**.

### 3.2.8. Collateral Administration Risk

Genesis Collateral House Company acts as Collateral Agent in administrative capacity. Collateral Agent is responsible for:

- Holding pledge over CD Collateral
- Acquiring additional gold and other collateral over time using proceeds
- Maintaining records and providing quarterly reports
- Conducting algorithmic trading operations to generate returns

Collateral Agent is newly formed entity with limited operating history. While initial CD Collateral provides 100% coverage at settlement, acquisition of additional collateral and success of trading operations involve risks that could affect supplemental collateral accumulation and revenue generation.

The Issuer assesses this risk as **low to medium**, given 100% CD collateral coverage at settlement and insurance covering interest payment defaults.

### 3.2.9. Pledgor Risk

#### **AVIS Global Green Energy Fund Limited (Pledgor) Risk:**

Collateral is owned by AVIS GLOBAL GREEN ENERGY FUND LIMITED, a private company limited by shares incorporated in Ireland (registration number 557493), with registered office at Killawalla Lodge, Co Mayo, Westport, Ireland.

#### **Risk Factors:**

- Tax Exposure
- Collateral Management Challenges
- Political Risks

#### **Mitigating Factors:**

- Collateral held by Security Trustee (not Pledgor)
- First-priority perfected security interest
- Security Trustee has exclusive control over custodian account

The Issuer assesses this risk as **low to medium** (given security structure and perfection).

### 3.3. Risks factors specific to the Notes

#### 3.3.1. Risk of unsuitable type of investment

Noteholders should evaluate suitability of Notes investment for their circumstances. They must have knowledge and experience to assess potential consequences, including risks and benefits. Noteholders must understand the information provided for in the Information Memorandum and assess impact on portfolio and financial situation. They must have financial resources to bear risks and losses. Some Noteholders, especially regulated entities, may face restrictions; they should verify investment permission. Noteholders can rely on third-party opinions, but they bear full responsibility for choosing adviser.

#### 3.3.2. Credit risk

Noteholders who buy Notes become creditors of the Issuer and are therefore subject to credit risk. The Issuer is responsible for making payments from the Notes but may fail to do so in full or on time.

The Issuer's ability to make payments depends on its financial position and operations. Other risk factors, either included in or not included in the Information Memorandum, may also affect the Issuer's ability to make payments.

Noteholders should be aware that buying Notes is not like a bank deposit with the Issuer. They won't be protected by the deposit protection scheme or a Deposit Guarantee Fund.

### **3.3.3. Price and liquidity risk**

The Issuer can redeem all outstanding Notes of a particular Tranche before the Maturity Date, as per Section 6.12 (Maturity and Redemption) of the Information Memorandum. This early redemption may result in a lower return on investment and a redemption price lower than the market price on the secondary market. If prevailing interest rates are lower than the Notes' interest, Noteholders may struggle to reinvest the proceeds in securities with comparable or higher interest rates.

### **3.3.4. Foreign exchange risk**

The Notes are priced in USD. If an investor measures the payments in a different currency, they risk receiving less than expected due to USD depreciation against the reference currency.

### **3.3.5. Tax regime risks**

Payments from Notes may be subject to taxes or duties in the investor's country of residence, citizenship, registration or any other country related to the investment. Before investing, each investor must determine the applicable tax payments in each country to accurately calculate the return. Incorrect tax rate calculations may result in lower returns than expected. Neither the issuer nor any other person is liable for increased taxes.

### **3.3.6. Transaction costs/charges**

Prior to and upon the execution of the investment transaction in the Notes, Noteholders may incur a variety of incidental costs including transaction fees, commissions, brokerage fees and other fees and expenses of third parties such as banks, brokers, dealers and others. These costs may significantly reduce the expected proceeds from the investment.

### **3.3.7. Risk of Noteholders resolution**

Terms and Conditions state that certain terms may be amended with resolution of Noteholders. Such resolution may be approved by majority of Noteholders, and once approved, becomes binding on all Noteholders, including those who did not participate in vote or voted against it. Consequently, Noteholders may face risk that certain rights may be amended, reduced or cancelled without their individual consent or against their will.

### **3.3.8. Early redemption**

Notes may be redeemed prior to Maturity Date at issuer's discretion as outlined in Section 6.12. If early redemption is executed, rate of return may be lower than initially anticipated. Redemption price may be lower than market price on secondary market. If prevailing interest rates at time of early redemption are lower than interest on Notes, Noteholders may not be able to reinvest proceeds in securities with comparable or higher interest rates.

The Issuer assesses early redemption risk as low.

### **3.3.9. No rights of set-off or counterclaim**

Noteholders are not entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Notes. Consequently, they will not be permitted to set off the Issuer's obligations under, in respect of or in connection with the Notes against obligations owed to them by the Issuer. Therefore, the Noteholders may be required to participate in separate proceedings to recover amounts owed to them under counterclaims and may receive a lower recovery in an insolvency of the Issuer than would be the case if set-off or counterclaim were permitted.

### **3.3.10. Bail-in risk**

If the Issuer experiences significant financial difficulties that may harm the public interest, the competent Authority may apply the bail-in tools regarding the Notes. The exercise of the bail-in tool in respect to the Notes may result in any of the following: (a) the principal amount of the Notes or the total outstanding may be reduced, including to zero; (b) the Notes may be converted into ordinary shares or other instruments of ownership; (c) the terms of the issue of the Notes, including but not limited to the terms regarding repayment, redemption, term of maturity and interest payments, may be varied. The decision on the exercise of the bail-in tool is at the discretion of the Resolution Authority and cannot be influenced by the Issuer or the Bondholders. In the event of a resolution, the bail tool along with other resolution tools available shall be utilised to the maximum extent before public funding is engaged.

The Issuer assesses the bail-in risk to be **low**.

### **3.3.11. No ownership and voting rights**

The Notes are not equity securities and do not confer any legal or beneficial ownership interest on the Bondholders nor do they carry any rights arising from equity securities.

The Bondholders are not entitled to receive dividends. The Notes are a debt instrument and give the Bondholders as debtors the claim rights only to the outstanding payments according to the Information Memorandum and the Final Terms of the Notes.

By investing in the Notes, the Bondholders will not acquire voting rights in the Shareholders' Meetings of the Issuer nor will they be able to participate in any way in the decision-making of the Shareholders or to influence such decisions. The Bondholder should be aware that the Shareholders of the Issuer may take decisions that may negatively affect the market price or liquidity of the Notes.

The Notes are not convertible to any equity instruments.

### **3.3.12. Cancellation offering**

The Issuer is entitled to amend the dates of the opening and closing of a Subscription Period for any of the Tranches to postpone or cancel the Offering of Notes of any Tranche as per Section 7.11 (Cancellation, Suspension or Postponement of the Offering). The Issuer will endeavour to ensure that the Offer of all the Tranches is completed as originally planned but cannot guarantee that potential Bondholders who have subscribed for the Notes of any Tranche will actually receive the Notes they have subscribed for. Such changes to the Subscription Period, postponement or cancellation of the Offering of Notes of any Tranche may adversely affect the investment plan of a particular potential Bondholder.

The Issuer assesses this risk to be **low**.

### **3.3.13. Collateral Execution and Realization**

#### **Settlement Collateral:**

At settlement, the Notes are secured by Certificates of Deposit with a principal value of not less than 100% of the Notes. The CDs are issued by HSBC México, S.A., and are subject to:

- Credit risk of HSBC México and its parent
- Political and economic risks of Mexico
- Potential delays or restrictions on redemption or realization
- Currency risk (if CDs are denominated in currencies other than USD)

#### **Additional Collateral:**

Gold and Project Assets will be acquired over time. Such assets are subject to:

- Market value fluctuations (gold price volatility)
- Liquidity risk (time required to sell assets)
- Valuation uncertainty (particularly for specialized equipment)
- Custody and operational risks

**Enforcement:**

In an Event of Default, proceeds from liquidation of Collateral (after enforcement costs) may be less than the outstanding principal and interest on the Notes, and Noteholders may lose part or all of their investment.

**Insurance Mitigation:**

Interest payment defaults prior to maturity are covered by insurance (see Schedule A), which mitigates short-term payment risk but does not guarantee recovery of principal.

The Issuer assesses this risk as medium.

**3.3.14. Cross-border perfection and enforcement**

Perfection of security interests in collateral outside the US is subject to local law, and cross-border enforcement can be slower and more costly.

**3.3.15. Operational/custody/insurance risks**

While gold collateral allocated and insured with Tier-1 custodians, residual risks remain, including operational or custodial failures, settlement delays, and possibility that insurance coverage may not fully compensate for all losses.

**3.3.16. ESG/green classification**

Alignment with ICMA GBP and LGX does not assure any specific classification or listing; interpretations may evolve.

**3.3.17. Digital/tokenization risk**

Notes may be issued as digital security tokens on the AVIS exchange under smart contracts; written note terms prevail.

**3.4. Legal and regulatory risk factors**

**3.4.1. Regulatory actions and compliance**

Non-compliance in applicable jurisdictions could have adverse legal and reputational consequences and affect Notes' price and Issuer's obligations. Noteholders must rely on own assessment.

**3.4.2. Litigation risk**

Issuer may be subject to private actions, administrative proceedings, regulatory actions or other litigation initiated by customers, employees, shareholders, business partners or other third parties. Outcome of litigation or similar proceedings difficult to assess or quantify. Issuer may be required to pay considerable amounts under court order or settlement agreement which may exceed provisions set up for purpose. These amounts could affect Issuer's ability to conduct business and magnitude of potential losses may remain unknown for substantial periods. In addition to these amounts, legal costs incurred by Issuer and in some cases opponent would also have to be borne. In addition to pecuniary damage, may be adverse publicity which could adversely affect Issuer's reputation regardless of outcome. Occurrence of any litigation or similar proceedings or actions may have material adverse effect on Issuer's business, financial position, financial performance, results of operations or cash flows.

The Issuer assesses the litigation risk as LOW.

### 3.4.3. Offering/distribution constraints

Offers under Rule 144A and Regulation S entail distribution and transfer restrictions; offerings may be modified, withdrawn, or postponed at the Issuer's discretion.

## 4. Issuer Information

### 4.1. General Corporate Information

#### **OBLIGOR #1: GENESIS FAMILY TRUST**

Legal Form: North Carolina Irrevocable Trust  
Established: December 22, 2007  
LEI: 9845002L1ADC963CDC77  
Trustee: Jeffrey Darrell Hall (no personal liability)  
Principal Office: 14460 New Falls of Neuse Road, Suite 149-305, Raleigh, NC 27614, USA  
Primary Asset: Master Note to ACAP (issued Dec 1, 2025)  
Trust Liability: Liable for payment of all amounts due; NOT liable for ACAP or Collateral Agent acts; limited to Trust estate and Collateral

#### **OBLIGOR #2: AVIS CAPITAL LTD. (TREASURY MANAGER)**

Legal Name: AVIS Capital Korlátolt Felelősségű Társaság  
Legal Form: Hungarian Limited Liability Company Company  
Reg. No.: 01-09-397856  
Registered Office: 1052 Budapest, Váci utca 16., 2. emelet, Hungary  
U.S. Branch: c/o CSC, 251 Little Falls Drive, Wilmington, DE 19808, USA  
Authority: Power of Attorney dated December 20, 2025 ACAP  
Liability: Jointly and severally liable for all amounts due; liable from own assets; fully responsible for investment and management decisions; primary indemnitor

#### **GUARANTOR: AVIS CAPITAL LTD. (MASTER NOTE HOLDER)**

In separate capacity as holder of Master Note, ACAP guarantees all obligations of both Obligors. Guarantee secured by Master Note (30\1 coverage ratio). See Schedule G.

#### **COLLATERAL AGENT / SECURITY TRUSTEE:**

Genesis Collateral House Company (NOT an obligor)

Entity ID: 3214399 (North Carolina Corporation)  
Principal Office: Bank Center, Szabadság tér 7, 1054 Budapest, Hungary  
Parent: Monkey Rock Group Inc. (OTC: MKRO)

Role: Collateral Agent, Security Trustee, Program Manager (fiduciary only)  
 Liability: Limited to own gross negligence, willful misconduct, or breach of fiduciary duty.

For complete contact details of all parties, see Section 10.

#### 4.2. History and Development

The Genesis Green Note issuance was established by the Issuer's Treasury Manager. The Issuer issues Notes, the proceeds of which are intended to finance ESG-aligned assets and equipment, including advanced milling systems and related infrastructure.

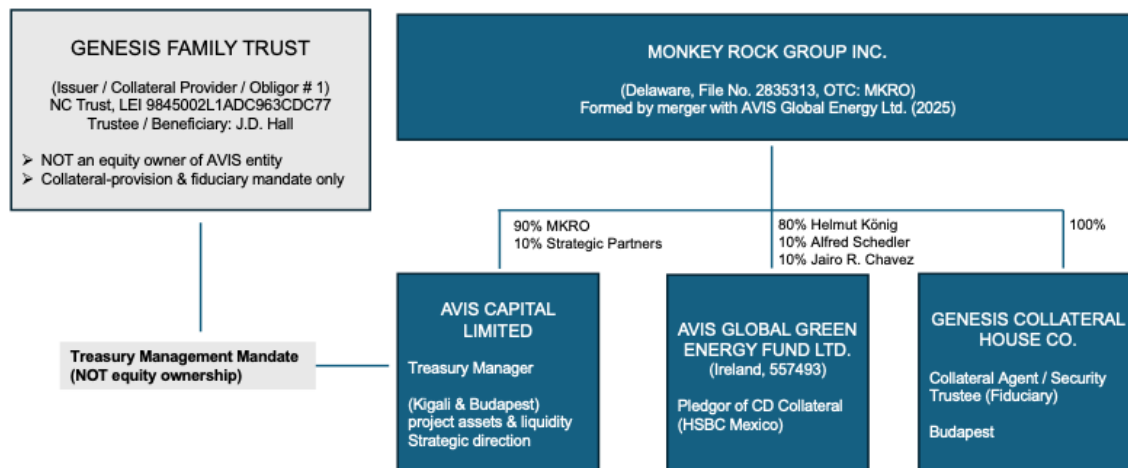
#### 4.3. Group Structure

##### NOTE ISSUE PARTIES - DIRECT RELATIONSHIPS

Parties involved in the Notes Issue and their obligations:

→

##### OWNERSHIP STRUCTURE (February 2026)



#### Key Relationships:

- GENESIS FAMILY TRUST (Obligor #1)**
  - Issues USD 150B Master Note to ACAP (Dec 1, 2025)
  - Co-obligor on Green Notes (jointly with ACAP)
  - Provides collateral security from Trust assets
  - Liable for payment; NOT liable for ACAP or Collateral Agent acts
  - Liability limited to Trust estate; Trustee has no personal liability

2. **AVIS CAPITAL LTD.** (Three Roles)

*Role A - Treasury Manager / Co-Obligor:*

- Acts under Power of Attorney (Dec 20, 2025)
- Manages Green Notes Program operations
- Jointly and severally liable for all amounts due
- Liable from own assets; fully responsible for investment decisions • Primary indemnitor for Trust, Trustee, and Noteholders

*Role B - Master Note Holder / Guarantor:*

- Holds USD 200,000,000,000 Master Note issued by Trust
- Guarantees all obligations of both Obligor (separate from co-obligor role)
- Guarantee secured by Master Note (30\1 coverage ratio)
- Guarantees Collateral Coverage compliance and any enforcement shortfall

*Role C - Economic Beneficiary:*

- ACAP's USD 150B Master Note interest aligns with Noteholders' interests
- Bears economic risk of Green Notes Program performance

3. **GENESIS COLLATERAL HOUSE COMPANY (Fiduciary - NOT Obligor)**

- Collateral Agent: Holds legal title to Collateral for Noteholders
- Security Trustee: Enforces security interests upon default
- Program Manager: Operational administration
- Liability limited to own misconduct; NOT liable for investment performance or ACAP acts
- Parent: Monkey Rock Group Inc. (OTC: MKRO).

4. **MONKEY ROCK GROUP INC.** is the parent company of Genesis Collateral House Company and files public disclosure reports on OTC Markets (Symbol: MKRO).

This structure provides Noteholders with exceptional protection:

- TWO obligors (Trust + ACAP), each liable for 100%
- ACAP guarantee (separate layer) secured by USD Master Note
- ACAP as primary indemnitor (bears operational risk)
- Trust protected from agent misconduct (limited liability)
- Trustee protected (no personal liability)
- Clear allocation: Trust provides assets; ACAP manages and bears risk
- Professional fiduciary management (Genesis Collateral House).

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#### 4.4. Corporate Governance

##### Issuer Governance:

Genesis Family Trust is governed by the North Carolina Uniform Trust Code and the Trust Deed dated October 4, 2010. Jeffrey Darrell Hall serves as Trustee **with no personal liability**.

**Note Issue Administration:**

- **AVIS Capital Ltd.** (Treasury Manager): Bond issuance, investor relations, regulatory compliance under Power of Attorney dated December 20, 2025
- **Genesis Collateral House Company** (Collateral Agent): Collateral management, reporting, security interests per Security Agreement (Schedule E)

**Reporting and Transparency:**

Monthly Collateral and Management Reports and annual management reports are published on the Issuer's website (<https://genesis.family>).

**Conflict of Interest**

Issuer maintains procedures to manage conflicts in the bond administration consistent with professional and regulatory standards; Noteholders should rely on their own diligence.

**4.5. Business Overview**

**4.5.1. Principal Activities**

Issuer's principal activity is the issuance of senior secured green bonds to finance environmentally beneficial projects and infrastructure.

**Historic Milestones: AVIS Umbrella Group & Genesis Family Trust (2005–2026)**

**2005 — AVIS Founded**

The AVIS Umbrella Group was founded in 2005 as a green technology and infrastructure platform.

**2005–2009 — London Development Phase**

The AVIS Global Energy project was initially developed in London, with all legal documentation and administration prepared by top-tier law firms. The issuance of Green Energy Medium Term Notes was processed and launched.

**2007 — Genesis Family Trust Established**

The Genesis Family Trust was established in 2007 as a private trust structure under a long-term mandate focused on structured note issuance, collateral-backed financial instruments, and the support of green, industrial, and employment-generating projects.

**2013 — Vortex Technology Validated**

The core industrial activity of the AVIS platform is the conversion of unsorted waste (including toxic industrial waste materials) into nano-powder using proprietary Vortex technology, for use in 3D printing of high-tech industrial product manufacturing.

The technology team erected an industrial-scale demonstration plant in Albacete, Spain, and in Hanover, Germany, validating the Vortex waste-to-nano-powder conversion technology at commercial scale.

**Productivity Targets (Per Industrial Park, Per Year)**

The document sets out the following verified targets:

- **Waste conversion:** Up to 5,000,000 metric tons (Motril: 20,000,000 mt)<sup>3</sup>

- **Electricity generation:** Up to 2 GW (HMD ring reactors, magnetic generators, Thorium)<sup>4</sup>
- **Organic food production:** Up to 30,000,000 kg<sup>5</sup>
- **Employment:** Up to 1,000 direct + 1,000 infrastructure<sup>6</sup>
- **Turnover:** Up to €120,000,000 (EBIT ~€65,000,000)<sup>7</sup>
- **Gate fees:** Up to €600,000,000

### **2013–2021 — Global Expansion**

AVIS launched or acquired 38 subsidiaries across 13 countries. A franchise network of approximately 145 members was established globally.

### **January 2015 — Master Note Issued**

The Genesis Family Trust issued the Genesis Family US Treasury-backed Bond, Series RE 768522429US — USD 150 billion face amount, 6.50% coupon, maturing 22 September 2035.

### **2016 — Bank Acquisitions Begin**

In April 2016, the Group acquired strategic equity in Slatinska Banka. In October 2016, strategic equity in IMEX Banka (Croatia, 47 branches).

### **November 2016 — AVIS Capital Incorporated**

AVIS Capital Limited was originally incorporated in the United Kingdom (Company No. 10465466) on 7 November 2016.

### **2017 — £10 Billion Share Capital Activated**

The shareholders of AVIS Capital Limited activated its share capital by paying in GBP £10,000,000,000.00 through HSBC deposits.

### **2019 — Banking Infrastructure & MTN Programme**

The AFEX real-time transfer server, connected to 400 bank accounts across approximately 120 commercial banks, was activated in August 2019. The Group acquired Global Fidelity Bank in the Cayman Islands in May 2019. AVIS Capital completed development of a €10 billion Euro Medium Term Note programme, later extended to CHF 50 billion.

### **2020–2021 — Core Banking IT Development**

The team developed the NEXOR core bank IT system and processed the credit card SWITCH integration, including a MasterCard gateway connection.

### **January 2025 — Convergence: Master Note Transferred**

Atlas Asset Corporation Development S.A. delivered its assignment of the Master Note to AVIS Capital Ltd., acknowledged by the Genesis Family Trust.

### **2025 — Monkey Rock Merger**

AVIS Global Energy Ltd merged with Monkey Rock Group Inc. (OTC: MKRO), a Delaware corporation.

### **December 2025 — Treasury Manager Appointed & Note Issued**

The Trust granted AVIS Capital full, complete, and exclusive authority as Treasury Manager. AVIS Capital then issued the Note on 29 December 2025 at 6.5% p.a.

### **January 2026 — Budapest Registration & UCC Filing**

AVIS Capital Ltd. Kft. was registered on 15 January 2026 in Budapest. A UCC Financing Statement was filed with the Kentucky Secretary of State on 6 January 2026.

### **February 2026 — Vienna MTF Submission**

The Series 2025-A-001 USD Senior Secured Green Notes (USD 5 billion, 6.5% p.a., maturing 22 October 2035) are being submitted for inclusion in trading on the Vienna MTF. All draft documents have been submitted to the MTF – Vienna Stock Exchange.

### **Bond proceeds and eligible green projects**

Bond proceeds and its raised investment profit are allocated to eligible green projects including:

- Waste-to-materials processing and advanced recycling facilities
- Clean energy generation, storage, and distribution infrastructure
- Advanced sustainable manufacturing equipment and systems
- Energy efficiency and emissions reduction technologies
- Other projects meeting ESG Framework eligibility criteria

All projects are selected and evaluated in accordance with the Issuer's ESG Framework, which is aligned with the International Capital Market Association's Green Bond Principles (2021).

Project Information and Transparency:

Detailed descriptions of eligible projects, including:

- VORTEX contactless milling technology
- AVIS Umbrella integrated platform
- Waste facility specifications and capacity
- Technology development roadmaps
- Facility locations and operational details

are available online at:

- <https://genesis.family/green-projects>
- <https://avis.press/avis-green-venture/>

Such detailed project information is provided for transparency regarding use of proceeds. Project descriptions available online do not form part of this Information Memorandum for regulatory purposes.

### **4.5.2. Principal Markets**

Global offering with settlement in DTC/Euroclear/Clearstream. An application may be made to include the Notes in trading on the Vienna MTF operated by Wiener Börse AG, and the Issuer may also seek listings or admissions to trading on other European or international markets or segments (including, where applicable, multilateral or exchange-regulated facilities), in each case subject to eligibility and regulatory approvals.

### **4.6. Competitive positions and key strengths**

Collateralized structure including allocated gold at Tier-1 custodians and insured. Integration with advanced industrial technologies and diversified collateral basket. Investment proceeds directed to eligible green assets per Section 2.4 (Purpose and Use of Proceeds) and Section 8 (Security, Collateral and Priority Waterfall) and Schedule A; pending allocation practices described therein.

#### **4.7. Material Contracts**

Security Agreement and Pledge arrangements as described in Section 8; DTC eligibility authorization for the Lead Manager as set out in Schedule C; clearing through DTC for Rule 144A interests and through Euroclear/Clearstream for Regulation S interests; and, where applicable, any account, nominee or link arrangements entered into with local central securities depositories (including Nasdaq CSD SE) to facilitate holding and settlement of interests in the Notes through local market infrastructure.

#### **4.8. Description of Expected Financing of the Issuer**

Activities: offerings under Rule 144A/Regulation S; book-entry settlement; collateral and reporting.

### **5. Financial and Trend Information**

#### **5.1. Financial Statements**

The Issuer, through Collateral Agent (Genesis Collateral House Company), will provide financial information to Noteholders as follows:

**(a) Monthly Collateral Reports:** Delivered within ten (10) Business Days following each month-end, including:

- Market Value of each Collateral component
- Collateral Coverage Ratio calculation
- Confirmation that Insurance remains in force
- Any material changes to the Collateral Basket

**(b) Quarterly Financial Summaries:** Delivered within thirty (30) days following each quarter-end, including:

- Aggregate principal amount of Notes outstanding
- Interest paid and accrued
- Revenues and expenses
- Collateral valuations and coverage metrics

**(c) Annual Report:** Delivered within ninety (90) days following each fiscal year-end, including:

- Comprehensive financial summary for the Note issuance
- ESG allocation and impact reporting (see Section 2.6)
- Insurance coverage confirmation
- Material events affecting the Note Issue or Collateral

#### **5.2. Parent Company Public Filings**

Following any admission of the Notes to trading on the Vienna MTF operated by Wiener Börse AG or any other trading venue, the Issuer will make such disclosures of information as are required under the rules and practices of the relevant venue and applicable law (including, where applicable, market abuse, transparency and ongoing reporting regimes), using the publication mechanisms specified by the relevant venue or authority.

All reports will be published on the Issuer's website <https://genesis.family>.

### **6. Securities Note**

#### **6.1. Interest of Natural and Legal Persons Involved in the Offering**

The Lead Manager, agents and other intermediaries may have customary interests including fees and roles in distribution, clearing and DTC eligibility coordination.

## 6.2. Reasons for the Offering and Use of the Proceeds

Financing-refinancing of eligible green assets and equipment with allocation and impact reporting per ESG framework. **See Section 2.5 for detailed use of proceeds.**

## 6.3. Type and Class of Notes

Senior Secured Notes; Series 2025-A-001; Tranche 2025-A-001.

## 6.4. Currency and Nominal Value

Currency: USD.

Minimum Subscription: USD 200,000.

Denomination and Integral Multiples: USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof), i.e. USD 200,000, USD 201,000, USD 202,000, etc.).

Each Note is denominated in USD and all payments of principal, interest, and other amounts will be made in USD.

QUALIFIED INVESTORS ONLY: The minimum subscription and minimum holding requirement of USD 200,000 ensure that the Notes are held only by qualified investors and not by retail investors.

## 6.5. Form and Registration

Global registered notes; book-entry through DTC (Rule 144A) and Euroclear/Clearstream (Reg S); definitive notes only in limited circumstances.

## 6.6. Ranking and Subordination

Senior Secured obligations of the Issuer, ranking equally among themselves, subject to permitted liens and priorities of law.

## 6.7. Security

### 6.7.1. Trust Assets and Collateral — Two Distinct Asset Pools

#### (A) Trust Assets

The GENESIS Collateral House holds a collateral basket with cash in investment grade securities and physically gold and gold contracts

As this is the inaugural issuance under the Green Notes Issue, audited financial statements for the GENESIS Collateral House are not yet available. The GENESIS Collateral House, through its Custodian, represents and warrants that:

- a) The GENESIS Collateral House holds assets with an aggregate fair market value of not less than USD 27,000,000,000 as of February 02, 2026
- b) The GENESIS Collateral House is solvent and able to pay its debts as they become due
- c) The GENESIS Collateral House has full authority and capacity to serve as co-obligor on the Notes audited financial statements will be prepared by a first rated auditor and published within 120 days following the Settlement Date

**Investor Note:** Noteholders should not rely on Trust assets as primary security. The Notes are secured by the Collateral (held separately by Collateral Agent) and benefit from ACAP's co-obligor liability and guarantee.

#### (B) Collateral

**Ownership Structure:**

**Legal Title Holder:** Genesis Collateral House Company, as Collateral Agent and Security Trustee

**Security interest for Noteholders:** In Event of Default exercised by Security Trustee for benefit of Noteholders (as secured parties under Security Agreement)

**Source of Acquisition:** Note proceeds deployed by Collateral Agent to acquire Collateral components

**Collateral Ownership and Priority**

Legal Title: Genesis Collateral House Company (as Collateral Agent)

Beneficial Interest: Noteholders (as secured parties)

Source: Trust assets (Trust provides collateral security)

Priority of Claims:

- Noteholders have FIRST-PRIORITY security interest in Collateral
- Subject only to permitted prior liens and priorities of law
- Collateral secures obligations of BOTH Obligors (Trust and ACAP)

NOT Available To:

- Unsecured creditors of Trust or Genesis Collateral House
- Trust beneficiaries (except as Noteholders)
- Other creditors of Genesis Collateral House

Available To:

- Noteholders (first priority)
- ACAP as Guarantor (if ACAP performs guarantee and seeks reimbursement)
- Enforcement costs properly incurred under Security Agreement

Separateness:

Collateral held in segregated accounts/storage, separate from:

- Other Trust assets
- Operating assets of Genesis Collateral House
- Assets of ACAP

CRITICAL DISTINCTION:

- Trust provides collateral security but is NOT liable for ACAP's management decisions

- ACAP manages operations and bears liability for management
- If Trust assets insufficient, ACAP (as Guarantor) pays shortfall
- Ultimate backstop: ACAP's Master Note (30:1 coverage)

**Relationship to ACAP:** Collateral is NOT property of AVIS Capital Ltd. (except in its capacity as Collateral Agent holding title for Noteholders).

### 6.7.2. AVIS Capital Guarantee

In addition to security interests over Collateral, Notes benefit from unconditional and irrevocable guarantee provided by AVIS Capital Ltd. ("Guarantor").

#### Guarantee Structure:

AVIS Capital Ltd., as holder of Global Note issued by Genesis Family Trust, guarantees via the GENESIS Collateral House Company to each Noteholder:

- Payment Obligations:** Full and timely payment of all principal, interest, fees, costs, and expenses due under Notes
- Performance Obligations:** Performance of all covenants and obligations of Issuer under Transaction Documents
- Nature of Guarantee:**
- Unconditional (no conditions precedent to Guarantor's liability)
- Irrevocable (cannot be withdrawn or cancelled)
- Continuing (remains in effect until full satisfaction of all obligations)
- Primary (Noteholders have direct claim rights against Guarantor)
- Direct Enforcement:** Noteholders (through Security Trustee) may pursue claims directly against Guarantor without first pursuing Trust or enforcing Collateral

**Governing Law:** The Guarantee is governed by laws of State of New York, consistent with Notes and other Transaction Documents.

#### Cross-References:

See Schedule G

See Section 2.2.1.

For complete collateral terms, see Section 8 and Schedule E.

### 6.8. Ratings

No rating disclosure is included in this Information Memorandum; Noteholders must make their own assessment.

### 6.9. Applicable Law and Dispute Resolution

**Governing Law:** New York law (except local law governs perfection of security in non-U.S. collateral)

**Jurisdiction:** Non-exclusive jurisdiction in New York County, New York

**Trust Governance:** North Carolina Uniform Trust Code

**Cross-border perfection:** See Section 8.1 and Section 3.3.14

#### **6.10. Delivery**

Book-entry through DTC/Euroclear/Clearstream per distribution segment.

#### **6.11. Transferability**

Transfers occur via clearing systems in accordance with their rules and applicable laws and legends.

#### **6.12. Maturity and Redemption**

**Maturity Date:** 22 October 2035

**Redemption:** 100% plus accrued interest

**Early Redemption:** may occur due to tax gross-up obligations as specified

**Business Day Convention:** Following Business Day without additional interest solely due to convention.

#### **6.13. Mandatory Redemption – Collateral Shortfall**

Trigger: Collateral Coverage Ratio falls below 100% ACAP's

Cure Obligation:

ACAP (as Treasury Manager and Guarantor) MUST within five (5) Business Days:

- Option A: Provide additional eligible Collateral to restore ratio to at least 105%
- Option B: Deposit cash equal to shortfall plus 5% in Collateral Account
- Option C: Cause immediate mandatory redemption at par plus accrued interest

Failure to Cure: If ACAP fails to cure within 5 Business Days, Mandatory Redemption Event occurs (automatic).

Upon a Mandatory Redemption Event, the Issuer shall:

- a) Deliver written notice to the Security Trustee and all Noteholders (via publication through DTC, Euroclear, and Clearstream and on the Issuer's website) within two (2) Business Days;
- b) Redeem all outstanding Notes at 100% of their principal amount plus accrued and unpaid interest to (but excluding) the redemption date; and
- c) Effect such redemption within thirty (30) calendar days of the date of the Mandatory Redemption Event, funded from liquidation of the Collateral and/or other available funds of the Issuer.

Failure to effect Mandatory Redemption within specified period constitutes Event of Default, entitling Security Trustee (at direction of  $\geq 25\%$  of Noteholders) to:

- Declare all Notes immediately due and payable;
- Accelerate all amounts owing under the Notes; and
- Enforce all security interests over the Collateral in accordance with the Security Agreement and Section 8.3 (Enforcement and Waterfall).

ACAP's Guarantee of Mandatory Redemption:

ACAP (as Guarantor) unconditionally guarantees:

- Performance of cure obligation
- Payment of mandatory redemption amount

- If redemption payment insufficient, ACAP pays shortfall immediately
- No defenses or conditions If ACAP fails, Noteholders enforce USD 150B Master Note (30:1 coverage).

For the avoidance of doubt, a Mandatory Redemption Event is distinct from, and in addition to, any optional redemption rights of the Issuer set forth in Section 6.12 (Maturity and Redemption).

#### **6.14. Purchases**

Issuer or affiliates may purchase Notes in accordance with applicable laws and Note Issue documents; market-making may occur through authorized brokers.

#### **6.15. Interest**

6.5% per annum, 30/360; payable 22 April and 22 October each year; first payment 22 October 2026; Following Business Day convention applies.

#### **6.16. Payments**

Payments made to persons in whose name interests are recorded at applicable record dates through the clearing systems' procedures.

#### **6.17. Underwriting**

Notes may be offered through a syndicate led by the Lead Manager to qualified institutional buyers under Rule 144A and to persons outside the United States under Regulation S, in each case, to qualified investors able to invest a minimum of USD 200,000 and persons who are not retail investors.

#### **6.18. Trade Date, Issue Date, Settlement and Interest Payment**

Issue Date: December 29, 2025

Trade Date: December 29, 2025

First Interest Payment Date: October 22, 2026

#### **6.19. Rights Attached to the Notes**

Rights include payment of interest and principal when due, and security interests per Section 8; notices via clearing systems.

#### **6.20. Taxation**

Noteholders should consult their own tax advisers. Non-EU Noteholders may be subject to FATCA/CRS reporting; EEA Noteholders are subject to local tax rules. Business day conventions and tax redemption provisions are set out herein and in Section 9.2 (Taxation General statement).

#### **6.21. Further Issues**

The Issuer may, without consent of Noteholders, create and issue further notes with the same terms, to be consolidated with this Series, subject to market conditions.

#### **6.22. Limitation Period**

Claims shall be made in accordance with applicable law and clearing system procedures; Noteholders should consult the terms and local law.

### **6.23. Publication of the Final Terms**

Final Terms for the Tranche are set out in Section 8.5 and may be published per venue rules after pricing.

### **6.24. Admission to Listing and Trading**

Applications have or will be made, as applicable, to (i) the Vienna MTF operated by Wiener Börse AG and/or other trading segments operated by Wiener Börse AG, and (ii) such other multilateral or exchange-regulated trading venues as the Issuer may determine (including, where applicable, markets operated by Nasdaq Riga or ADX), for admission to listing and/or trading of one or more Series or Tranches of the Notes. Each such application is subject to the rules and approval processes of the relevant venue, including, where applicable, the filing of a formal listing or admission application and supporting documentation.

### **6.25. Estimated Expenses Charged to the Noteholders**

Issuer does not expect to charge Noteholders expenses beyond the purchase price; intermediaries may charge customary fees.

### **6.26. Agent**

Issuer will appoint customary paying and calculation agents; DTC eligibility will be coordinated by the Lead Manager as authorized.

### **6.27. Notices**

Notices will be delivered via DTC/Euroclear/Clearstream and any designated information system.

### **6.28. Acknowledgement of Bail-in Powers**

Where applicable under venue law and if any financial institution is appointed as an agent, Noteholders acknowledge the potential exercise of resolution/bail-in powers in accordance with applicable law.

### **6.29. Bondholders Meeting**

Bondholder decision mechanics will be in accordance with New York law trust or agency structures customary for the Notes.

## **7. Terms and Conditions of the Offering**

### **7.1. General Description**

Offering includes Rule 144A and Reg S tranches; the Issuer may modify, amend or withdraw the offering in its sole discretion.

### **7.2. General Structure of the Offering**

#### **PRIVATE PLACEMENT STRUCTURE:**

The Notes are being offered and sold in a private placement exempt from registration under the Securities Act and the securities laws of other jurisdictions, pursuant to:

- a) **RULE 144A TRANCHE:**
  - Offered and sold to Qualified Institutional Buyers ("QIBs") in the United States in reliance on Rule 144A under the Securities Act;
  - Settlement through The Depository Trust Company (DTC);
  - CUSIP: 37185NAC2;

- ISIN\ : US37185NAC20;
- Minimum purchase\ : USD 200,000; AND

b) **REGULATION S TRANCHE:**

- Offered and sold to non-U.S. Persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act;
- Settlement through Euroclear Bank SA/NV and Clearstream Banking S.A.;
- Same ISIN/CUSIP as Rule 144A Tranche (fungible after 40-day restricted Period);
- Minimum purchase\ : USD 200,000.

**NO PUBLIC OFFERING:** This offering does not constitute a public offering in any jurisdiction. No advertisement, general solicitation, or general offering has been or will be made.

**TRANSFER RESTRICTIONS:** The Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act. Notes will bear legends and are subject to substantial restrictions on transfer. See Schedule H, Part 4 (Transfer Restrictions) for complete details.

**ELIGIBLE INVESTORS ONLY:** Notes may be offered and sold only to:

- Qualified Institutional Buyers (in the United States);
- Non-U.S. Persons (outside the United States);
- Professional investors / qualified investors (in the EEA);
- Persons able to invest a minimum of USD 200,000; AND
- Persons who are NOT retail investors.

### **7.3. Subscription Procedure**

Institutional Noteholders may subscribe through the Lead Manager and appointed intermediaries in accordance with offering procedures.

### **7.4. Place of Subscription**

As notified by Lead Manager or relevant intermediaries; settlement through clearing systems.

### **7.5. Private Placement**

Institutional Noteholders may submit orders directly or via licensed intermediaries; eligibility and allocation at Issuer's discretion.

### **7.6. Withdrawal of the Subscription Orders**

Orders may be withdrawn in accordance with applicable law and offering communications if a supplement is published or as otherwise required by law.

### **7.7. Pricing**

Issue Price is 100% of nominal; yields reflect coupon and market conditions at pricing.

### **7.8. No Assignment or Transfer**

Subscription interests are non-transferable except through settlement upon allocation; transfers thereafter occur through clearing systems' procedures.

### **7.9. Procedure and date for payment for the Notes**

Payment and delivery occur on the Issue Date per standard DVP through the clearing systems.

### **7.10. Allotment**

Allotment at the Issuer's discretion; any reduction or non-allotment may result in the release of blocked funds or refunds per market practice.

### **7.11. Cancellation, Suspension or Postponement of the Offering**

Issuer may cancel, postpone, or modify the offering prior to settlement without obligation to provide reasons.

### **7.12. Settlement and Delivery**

DVP through DTC (Rule 144A) and Euroclear/Clearstream (Reg S) as applicable.

### **7.13. Listing and Admission to Trading**

Applications for listing and admission to trading will be made as described in Section 6.24 (Admission to Listing and Trading). Submissions are pursued in accordance with the rules and procedures of each relevant trading venue.

## **8. Security, Collateral and Priority Waterfall**

This Section describes the Collateral (held by Collateral Agent for Noteholders) and security arrangements.

### **8.1. Security Documents and Perfection**

#### **Asset Ownership Clarification:**

- Legal title: Genesis Collateral House Company (as Collateral Agent for Noteholders)
- Source: Trust assets pledged as security
- Secures obligations of BOTH Obligors (Trust and ACAP)

#### **Collateral Risk Support Structure:**

- Layer 1: Dual Obligors (Trust + ACAP, joint and several)
- Layer 2: ACAP Guarantee
- Layer 3: Collateral Security (first-priority, 120% target/100% minimum)
- Layer 4: Collateral Shortfall Protection (mandatory cure within 5 days)
- Layer 5: Insurance (100%-120% coverage, Schedule A)

If Collateral Coverage falls below 100%:

- ACAP must cure within 5 Business Days (restore to  $\geq 105\%$ , deposit cash, or redeem)
- Failure = Automatic Event of Default
- If liquidation insufficient, ACAP pays entire shortfall
- Noteholders enforce Master Note

#### **Security Documentation:**

Agreements: Collateral Pledge and Assignment Agreement (Schedule E) between Trust and Genesis Collateral House Company (as Collateral Agent) for benefit of Noteholders

Perfection (U.S.):

- UCC-1 financing statements filed in applicable jurisdictions
- Account control agreements with all depository institutions
- Custodian acknowledgments (UBS AG, HSBC Bank plc)
- Certificate of deposit control agreements (HSBC México)

Perfection (Non-U.S.):

Subject to local law requirements (registrations, filings, notifications) in jurisdiction where collateral located

Priority: First-priority security interest, subject to permitted liens and priorities of law

For complete security terms, see Schedule E..

## 8.2. Collateral Basket

### Settlement Collateral:

**CD COLLATERAL:** Certificates of Deposit issued by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, comprising:

Component	Amount (USD)	Description
Domestic ISIN	MX4042804066	Mexican securities identification
Number of Tranches	5	Serial Nos. 489, 502, 505, 513, 522
<b>Total Principal</b>	<b>19,725,951,343.75</b>	Face value of all CD tranches
<b>Accrued Interest</b>	<b>7,281,327,330.02</b>	Sept 11, 2017 to Feb 2, 2026
<b>Total CD Collateral Value</b>	<b>27,007,278,673.77</b>	Principal + Accrued Interest
Issue Date	September 17, 2017	Original issuance date
Maturity Date	October 12, 2027	CD maturity date

### Security Structure:

- First-ranking fixed charge over all CDs, including all principal and accrued interest
- Account control agreements
- Security Pledge and Assignment Agreement with Genesis Collateral House Company as Collateral Agent (Schedule F)
- No withdrawals or redemptions without Collateral Agent consent

The Collateral Agent will use commercially reasonable efforts to maintain aggregate collateral value at not less than 100% of outstanding Notes (measured monthly based on CD principal value plus accrued interest, gold market value, and Project Asset appraised value).

**Important Note:** The CD Collateral alone provides **full coverage at settlement**, representing exceptional security for Noteholders. Additional collateral (physical gold and project assets) will be acquired over time using proceeds from the Notes to provide further supplemental security.

### Additional Collateral

**Gold Collateral:** Standard refined gold bearing internationally recognized hallmarks from reputable LBMA-accredited refiners, with a minimum manufacturing vintage of five (5) years at the time of allocation. Such gold is held on an allocated, non-rehypothecated basis in secured vaulting facilities maintained by Tier-1 custodians, including UBS (Switzerland) and HSBC (United Kingdom), or such other custodians of comparable standing as may be approved under the Security Agreement from time to time (together, the "Gold Custodians"). Title to the gold bars comprising the Gold Collateral is vested in, or pledged in favour of, Genesis Collateral House in its capacity as Collateral Agent for the benefit of the Bondholders, pursuant to the Security Agreement and related custodian acknowledgments. The Issuer undertakes not to create any security interest over, or otherwise dispose of, the Gold Collateral except as permitted under the Security Agreement.

**Project Assets and Equipment:** Equipment, machinery and related infrastructure supporting eligible green projects financed under the Note Issue, including, without limitation, VORTEX contactless milling systems, associated processing lines, and related site infrastructure and fixtures (together, the "Project Assets").

To the extent owned by the Issuer or a pledgor entity under its control, the Issuer will procure that such pledgor entity will grant a security interest (by way of pledge, charge, mortgage, assignment by way of security or equivalent) over such Project Assets in favour of Genesis Collateral House, as Collateral Agent, as additional collateral for the Notes.

The Project Assets may also benefit from credit enhancement via an insurance cover as described elsewhere in this Information Memorandum (including in Schedule A), covering, among other things, the funding, transfer, allocation and perfection of security interests over the Financial Assets, the Gold Collateral, the CD Collateral and the Project Assets. Title, allocation and custodial confirmations (including, where applicable, bar lists for the Gold Collateral and account statements for the CD Collateral and Collateral Accounts) are coordinated with Genesis Collateral House, as Collateral Agent, to ensure continuous collateral coverage during the market-making process and throughout the life of the Notes, subject to any permitted releases, substitutions or replenishments under the Security Agreement.

### 8.3. Enforcement and Waterfall

#### ENFORCEMENT UPON EVENT OF DEFAULT:

Event of Default triggers (including):

- Non-payment of principal or interest when due
- Collateral Coverage falls below 100% and ACAP fails to cure
- Breach of material covenant
- Insolvency of either Obligor

Noteholder Rights (through Security Trustee):

- Declare all amounts immediately due (acceleration)
- Demand payment from either or both Obligors
- Enforce ACAP guarantee
- Enforce security interests in Collateral
- Enforce security interest in ACAP's Master Note
- Pursue all legal remedies (cumulative, not exclusive).

Net proceeds from enforcement will be applied in the following order:

1. Costs and expenses of enforcement (including legal fees and Collateral Agent fees)
2. Accrued and unpaid interest on the Notes
3. Outstanding principal on the Notes
4. Any surplus to the Issuer or other entitled parties

**ACAP Enforcement Shortfall Guarantee:** If net proceeds from Collateral liquidation (after enforcement costs) are insufficient to pay 100% of amounts due to Noteholders, ACAP (as Guarantor) SHALL pay ENTIRE shortfall.

**Insurance:** Prior to maturity, interest payment shortfalls are covered by the insurance policy described in Schedule A, which will pay interest to Noteholders in the event of temporary defaults.

### 8.4. Digital Issuance

Notes are also issued as digital security tokens on the AVIS exchange under smart contracts that encode terms and facilitate automated compliance and settlement; written note terms prevail.

### 8.5. Form of the Final Terms – Series 2025-A-001 (USD)

- Issuer: Genesis Family Trust.
- Series-Tranche: Series 2025-A-001; Tranche 2025-A-001.
- ISIN: US37185NAC20
- CUSIP: 37185NAC2

- FISN: GENESIS FAMILY/6.5 BD 20351022 SC
- CFI-Code: DBFUGR
- Currency: USD
- Minimum Subscription: USD 200,000
- Denomination and Integral Multiples: USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof)
- Minimum Holding: USD 200,000
- Minimum Transfer: USD 200,000
- Aggregate Authorized: USD 5,000,000,000.
- Issue Price: 100% of nominal; settlement currency USD.
- Eligible Investors: Qualified Institutional Buyers (Rule 144A) and Non-U.S. Persons (Regulation S) only. Not for offer or sale to retail investors.
- Form of Offering: Private placement exempt from registration under the Securities Act and exempt from prospectus requirements under Regulation (EU) 2017/1129.
- Issue Date: December 29, 2025
- Trade Date: December 29, 2025
- Maturity Date: 22 October 2035.
- Interest: 6.5% per annum; 30/360; Interest Payment Dates 22 April / 22 October; first payment 22 October 2026; Following Business Day convention, no additional interest solely due to convention.

**Security/Collateral:** The Notes are secured by a first-priority security interest (subject to permitted liens and priorities of law) over the Collateral Basket, which includes:

- Gold Collateral: Allocated physical gold bullion (12.5 kg LBMA Good Delivery bars, Johnson Matthey hallmark, minimum 5 years manufacturing vintage) held on a segregated, non-rehypothecated basis with UBS AG (Switzerland) and HSBC Bank plc (United Kingdom).
- Financial Assets: Cash, cash equivalents, and US Treasury securities held in segregated Collateral Accounts.
- CD Collateral: Certificates of deposit issued by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as more particularly described in the Security Agreement.
- Project Assets and Equipment: VORTEX contactless milling systems, associated processing lines, and related site infrastructure and fixtures supporting eligible green projects financed under this offering.
- Insurance: The Collateral is covered by insurance as described in Schedule A (Collateral Insurance & Risk Protection Framework), covering physical loss, custodian failure, political risk, fraud, force majeure, and other insured events.

**Collateral Confirmation:**

- Eligible Collateral with a Market Value of not less than **USD 5,000,000,000** (representing 100% of the principal amount of this Series plus accrued interest to the Issue Date) has been pledged and perfected in favor of the Security Trustee;
- Custodian confirmations, account statements, and insurance certificates for gold collateral and gold purchase contracts as applicable.
- Collateral Requirement set forth in Section 8.2 has been satisfied in full
- All security interests have been perfected under applicable law;

**Ongoing Reporting:**

- Monthly Collateral Reports will be published on the Issuer's website at [<https://genesis.family>].
- For complete terms of the security arrangements, see Section 8 (Security, Collateral and Priority Waterfall), Schedule A (Collateral Insurance & Risk Protection Framework), and Schedule E (Collateral Pledge and Assignment Agreement).

**Clearing/Settlement:** Euroclear and Clearstream (Reg S); DTC (Rule 144A); and, where specified in these Final Terms, holding and/or settlement of beneficial interests through accounts in Nasdaq CSD SE (including via link or nominee arrangements with Euroclear and/or Clearstream), in each case in accordance with the applicable rules and procedures.

**DTC Eligibility:** Lead Manager authorized to coordinate DTC, Euroclear and Clearstream eligibility.

**Intended Admission:** application may be made for admission of the Notes to trading on the Vienna MTF operated by Wiener Börse AG and, where applicable, to other multilateral or exchange-regulated trading venues, in each case subject to eligibility confirmation and required approvals. A listing sponsor or listing agent acceptable to the relevant venue (including any ADX listing advisor, where relevant) will be appointed prior to admission.

For complete terms and conditions, including Events of Default, amendments, tax gross-up, and transfer restrictions, see Schedule H (Supplementary Bond Terms).

## 9. Additional Information

### 9.1. Technology and Projects Background (non-financial)

AVIS Umbrella, founded in 2007, is a technology and infrastructure group focused on transforming waste streams into high-value nano-materials across next-generation manufacturing, energy, transport and infrastructure; it operates through a vertically integrated structure and develops green industrial parks combining waste processing, clean energy generation, advanced material production and additive manufacturing.

The core VORTEX contactless milling technology uses controlled vortex dynamics to fragment materials into micron- and nano-scale powders without direct mechanical abrasion. The platform's integration targets multiple revenue streams, strong asset-backing and alignment with ESG/circular-economy objectives.

### 9.2. Taxation General statement

Noteholders should consult their own tax advisers; local tax rules may apply to interest income and reporting (e.g., FATCA/CRS for non-EU Noteholders); business day conventions may affect payment dates without additional interest.

## 10. Parties and Roles

**Issuer:** Genesis Family Trust (North Carolina Trust, established December 22, 2007, LEI 9845002L1ADC963CDC77) 14460 New Falls of Neuse Rd, Suite 149-305, Raleigh, NC 27614, USA

**Bond Manager:** Genesis Collateral House Company (North Carolina Corporation, Entity ID 3214399) Bank Center, Budapest, Szabadság tér 7, 1054 Hungary <https://genesis.family>

**Lead Manager (Europe):** FE Capital S.à r.l. Luxembourg Company, RCS No. B299056 Registration Date: 21/08/2025 Incorporation Date: 08/08/2025 Legal Form: Société à responsabilité limitée.

**Co-Lead Manager (USA):** GT Securities, Inc. (California Corporation, FINRA CRD No. [TO BE PROVIDED], SEC File No. [TO BE PROVIDED]) 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094, USA <https://gtsecurities.net>

**Syndicate Broker:** GT Securities, Inc. (California Corporation, FINRA CRD No. [TO BE PROVIDED], SEC File No. [TO BE PROVIDED]) 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094, USA <https://gtsecurities.net>

**Collateral Agent:** Genesis Collateral House Company (North Carolina Corporation, Entity ID 3214399) Parent: Monkey Rock Group Inc. (OTC: MKRO) Bank Center, Budapest, Szabadság tér 7, 1054 Hungary <https://genesis.family>

**Calculating Agent:** Breinrock Limited (Canadian Company, Registration No. [TO BE PROVIDED]) 100 King Street West, Suite 5700, Toronto M5X 1C7 ON Canada <https://breinrock.com/>

**Paying Agent:** Breinrock Bank (Canadian Financial Institution, FIN No. [TO BE PROVIDED], SWIFT/BIC: [TO BE PROVIDED]) 100 King Street West, Suite 5700, Toronto M5X 1C7 ON Canada <https://breinrock.com>

**Registrar:** Standard Registrar and Transfer Company (Utah Corporation, SEC File No. 084-01447, CIK 0000798947) Regulated by: Securities and Exchange Commission 440 East 400 South, Suite 200, Salt Lake City, UT 84111, USA

**Transfer Agent:** Standard Registrar and Transfer Company (Utah Corporation, SEC File No. 084-01447, CIK 0000798947) 440 East 400 South, Suite 200, Salt Lake City, UT 84111, USA

**Compliance USA:** Josefina F. McEvoy, Esquire 10390 Ashton Avenue, Los Angeles, California 90024 USA

**Compliance Europe:** Sasse & Associates, Lawfirm Holzdam 28-32, 20099 Hamburg, Germany

## 11. Web Links / External Sources

### 11.1. General

Certain web links and online resources may be made available by the Issuer and other parties in connection with the offering for the convenience of Noteholders and other stakeholders. Unless expressly stated otherwise, information accessible via such external websites does not form part of, and is not incorporated by reference into, this Information Memorandum, has not been reviewed or approved by any competent authority, stock exchange or trading venue and may be amended, suspended or withdrawn at any time without notice. This includes, without limitation, (i) the Issuer's general website (<https://genesis.family>) and (ii) a dedicated sublinks hosted by or on behalf of the Collateral Manager as the Genesis Collateral Manager Information Page, which may contain descriptive materials on the offering, collateral management processes and related topics.

References to third-party frameworks, principles, indices or guidelines (including, without limitation, the ICMA GBP and LGX frameworks referred to below) and to any Collateral Manager information pages are provided for information only and do not constitute any endorsement, guarantee of accuracy or completeness, or confirmation of compliance by the Issuer, any Collateral Manager, the Lead Manager or any listing venue. The Issuer, the Collateral Agent, any Collateral Manager and the Lead Manager accept no responsibility for, and shall have no liability in respect of, any information, opinion or forecast contained on such external websites or for any loss or damage arising from the use of, or reliance on, such information.

### 11.2. Issuer Website and Transaction Documents

**Primary Website:** <https://genesis.family>

**Transaction Documents:** <https://genesis.family/series-2025-a-001/documents>.

### 11.3. Market Data (Commodities, FX and Indices)

Issuer may provide hyperlinks from its website to external websites providing (i) indicative or real-time gold prices (for example, LBMA price feeds or reputable bullion market data providers), (ii) USD/EUR and other FX rates and calculators, and (iii) equity indices such as ATX price index with real-time or delayed charts.

Such data is provided for information only, originates from third-party providers that are not controlled by Issuer or any Collateral Manager, may be incomplete, delayed or otherwise inconsistent with other market sources, and may not align with pricing, valuation or collateral calculations used in Note Issue. Neither Issuer, Collateral Agent, any Collateral Manager nor any Lead Manager has any obligation to monitor, update or correct such external data or accepts any liability for its use.

### 11.4. ESG and Project Information

#### ESG Framework and Project Descriptions:

- <https://genesis.family/green-projects>
- <https://avis.press/avis-green-venture/>

### **11.5. Parent Company Public Filings (Monkey Rock Group Inc.)**

Monkey Rock Group Inc. (OTC: MKRO), the parent company of Genesis Collateral House Company (Collateral Agent), files periodic disclosure reports with OTC Markets. These reports are publicly available at: <https://www.otcm Markets.com/stock/MKRO/profile>.

These filings provide context regarding the financial condition and operations of the corporate group that includes the Collateral Agent. However, Noteholders should note that:

- The Notes are obligations of Genesis Family Trust (the Issuer), not Monkey Rock Group Inc.
- The Notes are secured by the Collateral Basket held by Genesis Collateral House Company
- Monkey Rock Group Inc. is not a guarantor or obligor on the Notes
- Noteholders should rely primarily on the Issue-specific financial reports described in Section 5.1

Information on this external website does not form part of this Information Memorandum and has not been reviewed or approved by any competent authority or listing venue

### **11.6. Venue Information (If Admitted)**

**Vienna MTF:** <https://www.wienerbourse.at>

**Other Venues:** Links to be provided upon admission to trading

### **11.7. Disclaimer for All External Links**

#### **IMPORTANT:**

All external website links referenced in this Section 11 (and elsewhere in this Information Memorandum):

- Do NOT form part of this Information Memorandum
- Are NOT incorporated by reference
- Have NOT been reviewed or approved by any competent authority
- May be changed, suspended, or removed without notice
- Are provided for convenience only

Neither Issuer, Collateral Agent, Lead Manager, nor any other party accepts any responsibility or liability for:

- Accuracy, completeness, or timeliness of information on external websites
- Any loss or damage arising from use of or reliance on such information
- Availability or continued availability of such websites

Noteholders and prospective investors should rely solely on information contained in this Information Memorandum and Transaction Documents for making investment decisions.

## 12. Index of Schedules

**Schedule A: Collateral Insurance & Interest Payment Protection**

**Schedule B: Technology and Project Description (Use of Funds)**

**Schedule C: DTC Eligibility Authorization Letter**

**Schedule D: Initial Financial Statement - Genesis Collateral House Company**

**Schedule E: Collateral Pledge and Assignment Agreement**

**Schedule F: Intercreditor Agreement**

**Schedule G: GUARANTEE BY AVIS CAPITAL LTD**

**Schedule H: Terms and Conditions of the 6.5% Senior Secured Green Notes Series 2025-A-001**

## 13. GLOSSARY OF DEFINED TERMS

### A

**"Account Control Agreement"** means an agreement among the Issuer, a depository institution holding Financial Assets, and the Collateral Agent, pursuant to which the depository institution acknowledges the security interest of the Collateral Agent and agrees to comply with instructions from the Collateral Agent without further consent of the Issuer.

**"Acting Parties"** means the parties directly involved in the administration and operation of the Note Issue, specifically:

- Genesis Family Trust (Issuer)
- AVIS Capital Ltd. (Treasury Manager)
- Genesis Collateral House Company (Collateral Agent and Bond Manager)
- Monkey Rock Group Inc. (parent company of Genesis Collateral House Company, included for transparency regarding corporate structure)

**"Admission"** means the admission of any Series or Tranche of Notes to listing and/or trading on the Vienna MTF operated by Wiener Börse AG, or any other multilateral trading facility or exchange-regulated market, as specified in the applicable Final Terms.

**"ADX"** means Abu Dhabi Securities Exchange.

**"Allocated Gold"** means physical gold bars specifically identified by serial number, weight, purity, and vault location, held in segregated storage for the Collateral Agent and initially free of third-party claims.

**"AM Best"** means A.M. Best Company, Inc., a credit rating agency specializing in the insurance industry.

**"AML/CFT"** means anti-money laundering and counter-terrorist financing.

**"AVIS Capital" or "ACAP"** means AVIS Capital Ltd., a Hungarian company acting as Treasury Manager for the Issuer pursuant to a Power of Attorney.

**"AVIS Umbrella"** means the integrated global green industrial and advanced manufacturing platform, as described in Schedule B.

### B

**"Bail-in"** means the write-down or conversion of liabilities (including the Notes) by a resolution authority pursuant to applicable banking resolution and recovery legislation.

**"Beneficial Owner"** means the person or entity that beneficially owns Notes held in book-entry form through a Participant in a clearing system.

**"Bond Manager"** means Genesis Collateral House Company, in its capacity as administrator of the Note Issue. See also "Collateral Manager."

**"Bondholders" or "Noteholders"** means the holders from time to time of the Notes, whether held directly or through a clearing system.

**"Breinrock Bank"** means Breinrock Bank, acting as Paying Agent and escrow agent for the Note Issue.

**"Breinrock Limited"** means Breinrock Limited, acting as Calculating Agent for the Note Issue.

**"Business Day"** means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in New York, London, and, where relevant for a particular payment or action, the jurisdiction of the relevant custodian or depository institution.

**"Business Day Convention"** means the convention for adjusting any date if it would otherwise fall on a day that is not a Business Day. Unless otherwise specified, the "Following Business Day Convention" applies, meaning that the date will be adjusted to the next day that is a Business Day, without any adjustment to the amount of interest payable.

## C

**"Calculating Agent"** means Breinrock Limited or such other entity appointed by the Issuer to perform calculation functions for the Notes.

**"CD Collateral"** means certificates of deposit and/or comparable deposit instruments issued by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, pledged as collateral for the Notes.

**"Cede & Co."** means Cede & Co., the nominee of The Depository Trust Company.

**"CFI Code"** means the Classification of Financial Instruments code, an ISO standard for classification of securities. For the Notes, the CFI Code is DBFUGR.

**"Clearstream" or "Clearstream Luxembourg"** means Clearstream Banking S.A..

**"Collateral"** means, collectively, all assets pledged to secure the Notes, including the Financial Assets, Gold Collateral, CD Collateral, Project Assets, and Insurance, as more particularly described in Section 8.2 and Schedule E.

**"Collateral Account"** means one or more segregated accounts established and maintained by or on behalf of the Issuer for the benefit of the Collateral Agent in which Financial Assets are held.

**"Collateral Agent"** means Genesis Collateral House Company, acting in its capacity as collateral agent and security trustee for the benefit of the Noteholders. See also "Security Trustee."

**"Collateral Basket"** means the aggregate pool of Collateral securing the Notes at any given time, consisting of Financial Assets, Gold Collateral, CD Collateral, Project Assets, and Insurance.

**Collateral Confirmation Certificate** means written certificate issued by Security Trustee to Issuer and Lead Manager, certifying that Collateral Requirement has been satisfied.

**"Collateral Coverage Ratio"** means, as of any date of determination, ratio (expressed as percentage) of: **(the** aggregate Market Value of all Collateral in Collateral Basket) - (sum of (i) aggregate outstanding principal amount of all Notes, plus (ii) accrued and unpaid interest on Notes, plus (iii) any other secured obligations then outstanding)

**"Collateral Confirmation Certificate"** means, as of any date of determination, ratio (expressed as percentage) of: **the** aggregate Market Value of all Collateral in Collateral Basket) - (sum of (i) aggregate outstanding principal amount of all Notes, plus (ii) accrued and unpaid interest on Notes, plus (iii) any other secured obligations then outstanding).

**"Collateral Manager"** means Genesis Collateral House Company, in its capacity as manager of the Collateral Basket, responsible for monitoring collateral values, maintaining the Collateral Coverage Ratio, and ensuring compliance with Collateral Requirement. See also "Collateral Agent."

**"Collateral Report"** means monthly report prepared by Collateral Manager and delivered to Security Trustee, certifying Market Value of each component of Collateral Basket, Collateral Coverage Ratio, and **confirming** that Insurance remains in force, and any material changes to the Collateral Basket.

**"Collateral Requirement"** means the requirement (set forth in Section 8.2) that eligible Collateral with a Market Value of not less than 100% of the principal amount of each Tranche, plus accrued interest to the Issue Date, must be pledged, perfected, and confirmed by the Security Trustee prior to settlement.

**"Collateral Shortfall"** means any circumstance in which the Collateral Coverage Ratio falls below 100%.

**"CRD"** means Central Registration Depository number, a unique identifying number assigned by FINRA to registered broker-dealers and their associated persons.

**"CSD"** means central securities depository.

**"CUSIP"** means the Committee on Uniform Securities Identification Procedures number, a unique nine-character alphanumeric identifier assigned to securities in the United States and Canada. The CUSIP for Series 2025-A-001 is 37185NAC2.

**"Custodian"** means any entity responsible for the safekeeping, custody, and administration of physical Collateral, including the Gold Custodians and any depository institution holding CD Collateral or Financial Assets.

## D

**"Denomination"**: USD 1,000 (subscription: USD 200,000 (minimum) or in excess thereof).

**"DTC"** means The Depository Trust Company, a U.S. securities depository providing clearing and settlement services for securities.

**"DVP"** means delivery versus payment, a securities settlement mechanism ensuring that delivery occurs only if payment occurs, and vice versa.

## E

**"EEA"** means the European Economic Area.

**"Eligible Collateral"** means assets that satisfy the eligibility criteria set forth in the Security Agreement and Section 8.2, including Financial Assets, Gold Collateral, CD Collateral, and Project Assets.

**"Eligible Green Projects"** means projects satisfying the eligibility criteria set forth in the ESG Framework and Section 2.4 (Purpose and Use of Proceeds).

**"ESG"** means environmental, social, and governance.

**"ESG Framework"** means the green bond framework developed by the Issuer in alignment with the ICMA Green Bond Principles, setting out eligibility criteria for Eligible Green Projects, project evaluation and selection processes, management of proceeds, and reporting commitments.

**"EU"** means the European Union.

**"Euroclear"** means Euroclear Bank SA/NV, a Belgian company providing clearing and settlement services.

**"Event of Default"** means any of events specified in Terms and Conditions that entitle Security Trustee to declare Notes immediately due and payable and/or enforce security interests over Collateral, including:

- Failure to pay principal or interest when due;
- Failure to maintain required Insurance coverage;
- Failure to cure a Collateral Shortfall within specified cure period;
- Failure to effect a Mandatory Redemption when required;
- Breach of any material covenant; and
- Insolvency, bankruptcy, or similar proceedings affecting the Issuer.

## F

**"FATCA"** means the U.S. Foreign Account Tax Compliance Act.

**"FE Capital"** means FE Capital S.à r.l., a Luxembourg company acting as Lead Manager (Europe) for the Notes.

**"Final Terms"** means final terms document for a Tranche, specifying the issue date, maturity date, interest rate, aggregate principal amount, ISIN, CUSIP, and any other Tranche-specific terms. Final Terms for Series 2025-A-001 are set forth in Section 8.5.

**"Financial Assets"** means cash, cash equivalents, U.S. Treasury securities, and other eligible highly liquid instruments credited to the Collateral Accounts, pledged as collateral for the Notes.

**"FINRA"** means the Financial Industry Regulatory Authority, a U.S. self-regulatory organization for broker-dealers.

**"FISN"** means Financial Instrument Short Name, an ISO standard for abbreviated security names. For Series 2025-A-001, the FISN is GENESIS FAMILY/6.5 BD 20351022 SC.

**"Force Majeure"** means an event or circumstance beyond the reasonable control of a party, including (without limitation) acts of God, war, terrorism, civil unrest, strikes, natural disasters, pandemics, governmental actions, or systemic infrastructure failures.

## G

**"Genesis Collateral House" or "Genesis Collateral House Company"** means Genesis Collateral House Company, a North Carolina company with principal offices at Bank Center, Budapest, Szabadság tér 7, 1054 Hungary, acting as Bond Manager, Collateral Manager, Collateral Agent, and Security Trustee for the Note Issue.

**"Genesis Family Trust" or "the Trust"** means Genesis Family Trust, a North Carolina trust established on December 22, 2007, acting as Issuer of the Notes.

**"GDPR"** means Regulation (EU) 2016/679 (General Data Protection Regulation).

**"Gold Collateral"** means physical gold bars specifically identified by serial number, weight, purity, and vault location, held in segregated storage for the Collateral Agent.

**"Gold Custodians"** means UBS AG (Switzerland) and HSBC Bank plc (United Kingdom), or such other custodians of comparable standing as may be approved under Security Agreement, responsible for the safekeeping of the Gold Collateral.

**"Group"** means, for purposes of this Information Memorandum, Acting Parties: Genesis Family Trust (Issuer), AVIS Capital Ltd. (Treasury Manager), Genesis Collateral House Company (Collateral Agent), and Monkey Rock Group Inc.

**"GT Securities"** means GT Securities, Inc., a California corporation and FINRA-registered broker-dealer, acting as Co-Lead Manager and Syndicate Broker for the Notes.

## H

**"HSBC México"** means HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, a Mexican banking institution and issuer of the CD Collateral.

**"HSBC UK"** means HSBC Bank plc, a United Kingdom banking institution and one of the Gold Custodians.

## I

**"ICMA"** means the International Capital Market Association.

**"ICMA GBP"** means the International Capital Market Association's Green Bond Principles (2021, as may be updated from time to time).

**"IFRS"** means International Financial Reporting Standards.

**"Information Memorandum"** means this information memorandum dated December 29, 2025, together with the applicable Final Terms, prepared in connection with the private placement of the Notes to qualified investors.

**"Insurance" or "Insurance Cover"** means comprehensive insurance coverage over the Collateral Basket, as described in Schedule A, covering physical loss or damage, custodian failure, political and sovereign interference, fraud, force majeure, and collateral inaccessibility.

**"Insurer"** means insurance company or companies providing the Insurance, with a financial strength rating of not less than A- (or equivalent) from AM Best, Standard & Poor's, Moody's, or a comparable recognized rating agency.

**"Interest Payment Date"** means 22 April and 22 October of each year, commencing 22 October 2026, or if any such date is not a Business Day, the next following Business Day (in accordance with the Following Business Day Convention).

**"ISIN"** means International Securities Identification Number, a unique twelve-character alphanumeric code identifying a security. The ISIN for Series 2025-A-001 is US37185NAC20.

**"Issue Date"** means, with respect to any Tranche, the date on which such Tranche is issued and settled. For Series 2025-A-001, the Issue Date is December 29, 2025.

**"Issue Price"** means the price at which Notes are offered and sold, expressed as a percentage of their principal amount. For Series 2025-A-001, the Issue Price is 100% of par.

**"Issuer"** means Genesis Family Trust acting through AVIS Capital Ltd. pursuant to the Power of Attorney dated December 20, 2025, for purposes of receiving notices, certificates, and performing administrative functions under the Note Issue.

## K

**"KYC/KYCB"** means "know your customer" and "know your customer's business," referring to due diligence and customer identification procedures required under applicable anti-money laundering and sanctions laws.

## L

**"LBMA"** means the London Bullion Market Association, the international trade association representing the wholesale over-the-counter market for gold and silver.

**"LBMA Good Delivery"** means the standard for gold and silver bars acceptable for settlement within the London bullion market, as defined by the LBMA, including specifications for weight, fineness, hallmark, and bar list registration.

**"Lead Manager"** means FE Capital S.à r.l. (Europe) and GT Securities, Inc. (USA), or such other entities appointed by the Issuer to lead the offering and distribution of the Notes.

**"LEI"** means Legal Entity Identifier, a unique twenty-character alphanumeric code identifying legal entities participating in financial transactions. The LEI for Genesis Family Trust is 9845002L1ADC963CDC77.

**"LGX"** means the Luxembourg Green Exchange, a platform for green, social, and sustainable securities operated by the Luxembourg Stock Exchange.

## M

**"Mandatory Redemption Event"** means an event requiring the Issuer to redeem all outstanding Notes at 100% of principal plus accrued interest, including (without limitation) a Collateral Shortfall that is not cured within the specified cure period.

**"Market Value"** means, with respect to any component of the Collateral:

- For **Gold Collateral**: the value determined by reference to the LBMA PM fixing or reputable bullion dealer quotations;
- For **Financial Assets**: the mark-to-market value using recognized pricing sources (e.g., Bloomberg, Reuters);
- For **CD Collateral**: the principal amount plus accrued interest;
- For **Project Assets**: the most recent independent appraisal value (updated at least annually).

**"Maturity Date"** means the date on which the principal amount of a Note becomes due and payable. For Series 2025-A-001, the Maturity Date is 22 October 2035.

**"MiFID II"** means Directive 2014/65/EU on markets in financial instruments, as amended.

**"MiFIR"** means Regulation (EU) No 600/2014 on markets in financial instruments, as amended.

**"Minimum Holding"** means USD 200,000 in aggregate principal amount, the minimum amount of Notes that each Noteholder must hold at all times.

**"Minimum Subscription"** means USD 200,000, the minimum aggregate principal amount of Notes for which each investor must subscribe.

**"Monkey Rock Group"** means Monkey Rock Group Inc., a Delaware corporation (OTC: MKRO), parent company of Genesis Collateral House Company.

**"Moody's"** means Moody's Service, Inc.

**"MTF"** means multilateral trading facility, a type of trading venue defined under MiFID II.

## N

**"Nasdaq CSD"** or "Nasdaq CSD SE"\*\*\* means Nasdaq CSD SE, a central securities depository incorporated in Latvia.

**"New York Law"** means the laws of the State of New York, United States.

**"North Carolina Uniform Trust Code"** means the trust law of the State of North Carolina, United States of America, which governs the internal governance of Genesis Family Trust.

**"Notes"** means the non-convertible senior secured green notes issued by the Issuer pursuant to this Information Memorandum, including Series 2025-A-001 and any additional Series or Tranches that may be issued.

**"Noteholders"** see "Bondholders."

## O

**"OTC"** means over-the-counter, referring to securities traded directly between parties rather than on a formal exchange. Monkey Rock Group Inc. trades on the OTC market under the symbol MKRO.

## P

**"Participant"** means a broker-dealer, bank, or other financial institution that is a direct participant in a clearing system such as DTC, Euroclear, or Clearstream.

**"Paying Agent"** means Breinrock Bank or such other entity appointed by the Issuer to make payments of principal and interest on the Notes.

**"Perfection"** means the process by which a security interest is made effective against third parties and given priority under applicable law, typically accomplished through filing (e.g., UCC-1 financing statements), control, possession, or registration.

**"Pledge Agreement"** see "Security Agreement."

**"Power of Attorney"** means the power of attorney dated December 20, 2025 issued by the Trustee of Genesis Family Trust, appointing AVIS Capital Ltd. as Treasury Manager.

**"PRIIPs"** means Packaged Retail and Insurance-based Investment Products, as defined in Regulation (EU) No 1286/2014.

**"PRIIPs KID"** means the Key Information Document required under the PRIIPs Regulation.

**"Project Assets"** means equipment, machinery, and related infrastructure supporting Eligible Green Projects financed under the Note Issue, including VORTEX contactless milling systems, associated processing lines, and related site infrastructure and fixtures, pledged as collateral for the Notes.

**"Prospectus Regulation"** means Regulation (EU) 2017/1129.

## Q

**"QIB" or "Qualified Institutional Buyer"** means a qualified institutional buyer as defined in Rule 144A under the U.S. Securities Act.

**"Qualified Investor"** means (a) a Qualified Institutional Buyer as defined in Rule 144A under the U.S. Securities Act; OR (b) a person who is not a U.S. Person and is located outside the United States, acquiring Notes in an offshore transaction in compliance with Regulation S; OR (c) in the EEA or UK, a person who is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation or equivalent definition under UK law; AND (d) in all cases, a person able and willing to invest a minimum of USD 200,000.

## R

**"Record Date"** means the date on which a person must be recorded as a holder of Notes (in the records of the relevant clearing system) in order to be entitled to receive a payment of principal or interest.

**"Registrar"** means Standard Registrar and Transfer Company, or such other entity appointed by the Issuer to maintain the register of Noteholders.

**"Regulation S"** means Regulation S under the U.S. Securities Act, providing exemptions from registration for offers and sales of securities outside the United States.

**"Resolution Authority"** means any governmental authority with the power to apply resolution tools (including bail-in) to financial institutions.

**"Restricted Securities"** has the meaning given to such term in Rule 144(a)(3) under the U.S. Securities Act. The Notes are restricted securities.

**"Retail Investor"** means a person who is NOT a qualified investor, including (without limitation) any person who is a "retail client" as defined in MiFID II or a customer within the meaning of the Insurance Distribution Directive who would not qualify as a professional client under MiFID II.

**"Rule 144A"** means Rule 144A under the U.S. Securities Act, providing an exemption from registration for resales of restricted securities to qualified institutional buyers.

## S

**"Schedule A"** means the schedule to this Information Memorandum entitled "Collateral Insurance & Risk Protection Framework."

**"Schedule B"** means the schedule to this Information Memorandum entitled "Technology and Project Description (Use of Funds)," describing the AVIS Umbrella platform and Eligible Green Projects.

**"Schedule C"** means the schedule to this Information Memorandum containing the DTC eligibility authorization letter.

**"Schedule D"** means the schedule to this Information Memorandum.

**"Schedule E"** means the schedule to this Information Memorandum containing the Collateral Pledge and Assignment Agreement (the "Security Agreement").

**"Schedule F"** means the schedule to this Information Memorandum containing the Intercreditor Agreement (if applicable).

**"Schedule G"** means the schedule to this Information Memorandum.

**"Schedule H"** means the schedule to this Information Memorandum containing the supplementary bond terms.

**"SCA"** means the Securities and Commodities Authority of the United Arab Emirates.

**"SEC"** means the U.S. Securities and Exchange Commission.

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

**"Security Agreement"** means the Collateral Pledge and Assignment Agreement dated as of February 02, 2026, by and between the Issuer and the Collateral Agent, creating first-priority security interest in Collateral for benefit of Noteholders, as attached to this Information Memorandum as Schedule E.

**"Security Interest"** means a lien, charge, pledge, mortgage, assignment by way of security, or other encumbrance securing payment or performance of an obligation.

**"Security Trustee"** means Genesis Collateral House Company, in its capacity as trustee holding the security interests over the Collateral for the benefit of the Noteholders. See also "Collateral Agent."

**"Senior Secured"** means senior in right of payment and secured by collateral, subject to permitted liens and priorities of law.

**"Series"** means a series of Notes issued under the Note Issue with identical terms. This Information Memorandum contemplates Series 2025-A-001 and such additional Series as Issuer may from time-to-time issue.

**"Settlement"** or "Settlement Date"\*\*\* means the date on which Notes are delivered against payment in accordance with the applicable Final Terms and clearing system procedures.

**"S&P" or "Standard & Poor's"** means S&P Global Ratings, a credit rating agency.

**"Standard Registrar"** or "Standard Registrar and Transfer Company"\*\*\* means Standard Registrar and Transfer Company, a Utah corporation, acting as Registrar and Transfer Agent for the Notes.

**"Syndicate Broker"** means GT Securities, Inc., acting in its capacity as syndicate broker for the distribution of the Notes.

## T

**"30/360"** means the day count convention pursuant to which interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.

**"Tier-1 Custodian"** means a custodian that is a major international bank with strong credit ratings and institutional-grade custody facilities, including UBS AG and HSBC Bank plc.

**"Trade Date"** means the date on which a transaction in the Notes is executed. For Series 2025-A-001, the Trade Date is December 29, 2025.

**"Tranche"** means a tranche of Notes forming part of a Series.

**"Transaction Documents"** means, collectively, Information Memorandum, Final Terms, Security Agreement, Insurance policies, account control agreements, custodian acknowledgments, and other documents executed in connection with issuance of Notes and granting and perfection of security interests over Collateral.

**"Transfer Agent"** means Standard Registrar and Transfer Company, or such other entity appointed by Issuer to facilitate transfers of the Notes.

**"Transfer Restrictions"** means the restrictions on transfer of the Notes set forth in Section 6.11, Schedule H (Part 4), and the legends appearing on the Global Notes and any definitive Notes.

**"Treasury Manager"** means AVIS Capital Ltd., appointed pursuant to Power of Attorney.

**"Trust"** see "Genesis Family Trust."

**"Trust Deed"** means the trust deed dated December 22, 2007 establishing Genesis Family Trust under North Carolina law.

**"Trustee"** means (i) Jeffrey Darrell Hall, trustee of Genesis Family Trust (Issuer), or his successor (s) in accordance with North Carolina law, or (ii) the Security Trustee (Genesis Collateral House Company). Context will indicate which meaning applies.

## U

**"UAE"** means the United Arab Emirates.

**"UBS" or "UBS Switzerland"** means UBS AG, a Swiss banking corporation and one of the Gold Custodians.

**"UCC" or "UCC-1"** means Uniform Commercial Code as enacted in the relevant U.S. jurisdiction, and "UCC-1" refers to the financing statement filed to perfect a security interest under the UCC.

**"UK"** means United Kingdom of Great Britain and Northern Ireland.

**"U.S." or "United States"** means United States of America.

**"U.S. GAAP"** means generally accepted accounting principles in the United States.

**"U.S. Person"** has the meaning given to it in Regulation S under the U.S. Securities Act.

**"U.S. Treasury Securities"** means debt securities issued by the U.S. Department of the Treasury, including Treasury bills, notes, and bonds.

**"USD" or "U.S. Dollars"** means the lawful currency of the United States of America.

## V

**"Vienna MTF"** means the multilateral trading facility operated by Wiener Börse AG (the Vienna Stock Exchange), on which the Issuer intends to seek admission of the Notes to trading.

**"VORTEX"** means the contactless milling technology using controlled vortex dynamics to fragment materials into micron- and nano-scale powders, as described in Schedule B, Section 3.

## W

**"Waterfall"** or "Priority Waterfall"\*\*\* means the order of priority in which proceeds from enforcement of the Collateral are applied to satisfy obligations, as set forth in Section 8.3.

**"Wiener Börse AG"** means Wiener Börse AG (the Vienna Stock Exchange), operator of the Vienna MTF.

## 14. INTERPRETATION RULES

1. **Singular and Plural:** Words in singular include plural and vice versa.
2. **Gender:** Words importing gender include all genders.
3. **Persons:** "Person" include any individual, company, corporation, trust, partnership, governmental authority, or other entity.
4. **Including:** "Include," "includes," and "including" followed by "without limitation."
5. **Sections and Schedules:** Sections, subsections, and schedules refer to this Information Memorandum, unless otherwise stated.
6. **Headings:** Headings are for convenience only and do not affect interpretation.
7. **Currency:** Monetary amounts are in U.S. Dollars (USD) unless otherwise specified.
8. **Time:** References to time are to New York time unless otherwise specified.
9. **Business Days:** If any action is required on the day that is not Business Day, such action shall be taken on next following Business Day, unless otherwise specified
10. **Conflicts:** In event of conflict between:
  - a) Schedules and main body of Information Memorandum, main body prevails
  - b) Final Terms and Information Memorandum, Final Terms prevail (with respect to a specific Series or Tranche) **for that Series/Tranche**
  - c) Security Agreement and Information Memorandum, Security Agreement prevail (with respect to specific rights and obligations created thereunder) **regarding security rights**
  - d) **This** Information Memorandum and mandatory applicable law, applicable law prevails