OFFERING MEMORANDUM

GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME

$5,000,000,000 Aggregate Principal Amount of 6.5% Senior Secured Green Notes Due June 3, 2036

Series 2026-A-002, GENESIS COLL HSE CO

This Offering Memorandum relates to the offer and sale of up to $5,000,000,000 aggregate principal amount of 6.5% senior secured green notes due June 3, 2036 (Series 2026-A-002) (the "Notes"), being the first series issued under the GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME (the "Programme"), by Genesis Collateral House Company, a North Carolina corporation (the "Company" or "Issuer"). Further series of notes may be issued under the Programme by the Company from time to time, each with separate terms as specified in the applicable offering memorandum for that series. This Offering Memorandum relates solely to Series 2026-A-002 and does not constitute an offer of any other series.

The Notes will be secured by a first-priority security interest over the Collateral Basket (as defined herein), comprising Certificates of Deposit pledged by AVIS Global Green Energy Fund Limited ("AGGEF") to the Company as Collateral Agent for the benefit of Noteholders, as described under "Description of the Security and Collateral." The Notes will be obligations solely of the Company and will not be guaranteed by any affiliate of the Company unless described in this Offering Memorandum.

The Notes are being offered and sold in transactions exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Rule 144A thereunder (in the United States, to Qualified Institutional Buyers) and Regulation S thereunder (outside the United States, to non-U.S. persons). The Notes have not been and will not be registered under the Securities Act.

Investing in the Notes involves risks. See **"Risk Factors"** in Section 3.

The Notes will be issued only in registered form in minimum denominations of $1,000. The Notes are intended to be eligible for deposit with The Depository Trust Company ("DTC"), Euroclear ("EC"), Clearstream or any other legible Clearing Agent, and to be held in book-entry form.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE NOTES ARE BEING OFFERED AND SOLD ONLY TO: (A) QUALIFIED INSTITUTIONAL BUYERS ("QIBs") IN THE UNITED STATES IN RELIANCE ON RULE 144A UNDER THE

SECURITIES ACT; AND (B) NON-U.S. PERSONS OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. ANY TRANSFER OF THE NOTES MUST BE MADE IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS SET FORTH IN THIS OFFERING MEMORANDUM.

The Notes carry a rating of **A-** for the Note Issue Programme by the Rating Agency Egan-Jones at the 29. April 2026

The date of this Offering Memorandum is July 4, 2026.

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NOTICE TO INVESTORS

The Company, as Issuer under the GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME, has not authorized anyone to provide information other than the information contained in this Offering Memorandum. The Company is offering to sell the Notes only in places where offers and sales are permitted. You should not assume that the information in this Offering Memorandum is accurate as of any date other than its date.

The Notes are being offered and sold only to: (a) Qualified Institutional Buyers ("QIBs") in the United States in reliance on Rule 144A under the Securities Act; and (b) non-U.S. persons outside the United States in offshore transactions in reliance on Regulation S. In the European Economic Area ("EEA"), the Notes are being offered and sold only to persons who are qualified investors within the meaning of Article 2(e) of Regulation (EU) 2017/1129 (the "EU Prospectus Regulation"). The Notes may not be offered, sold, transferred or otherwise disposed of, directly or indirectly, in any Member State of the EEA except to qualified investors as defined in Article 2(e) of the EU Prospectus Regulation. Any resale of the Notes to non-qualified investors in the EEA would require the publication of a prospectus approved by the competent authority of the relevant Member State in accordance with the EU Prospectus Regulation. The Notes are NOT intended for retail investors in the EEA or the United Kingdom. No PRIIPs Key Information Document ("KID") has been prepared, as the Notes are not available to retail investors.

You should not consider any information in this Offering Memorandum to be investment, legal, or tax advice. You should consult your own counsel, accountants, and other advisors before investing.

Institutional Parties

Function	Institution
Issuer	Genesis Collateral House Company
Broker Syndicator / Lead Manager (USA), Issuer Agent and Registrar	GT Securities, Inc.
European Markets and Fiscal Agent, Book Runner and Frankfurt Exchange Settlement Agent	Baader Bank AG
U.S. Payment Agent / U.S. Transfer Agent	Securities Transfer Corporation
Common Safekeeper	To be appointed under the NSS election
Clearing Systems	DTC • Euroclear • Clearstream
U.S. Depositary	Bank of New York Mellon
Collateral Pledgor	AVIS Global Green Energy Fund Ltd

ABOUT THIS OFFERING MEMORANDUM

The Notes are expected to be created and documented on the Issue Date pursuant to this Offering Memorandum.

This Offering Memorandum has been prepared by Genesis Collateral House Company as of July 4, 2026 to comply with applicable U.S. securities laws and regulations, including Rule 144A and Regulation S under the Securities Act, in connection with the offer and sale of the Notes in the United States to Qualified Institutional Buyers and outside the United States to non-U.S. persons in offshore transactions. This Offering Memorandum is confidential and may not be reproduced or distributed to any person other than the intended recipient or used for any purpose other than evaluating a purchase of the Notes.

TRANSFER RESTRICTIONS

Rule 144A Global Note Legend. Each Note sold in the United States to a Qualified Institutional Buyer in reliance on Rule 144A under the Securities Act will bear the following legend:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF THE COMPANY THAT THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (C) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH CASE TO COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER MUST NOTIFY ANY PURCHASER OF THIS NOTE OF THE ABOVE RESTRICTIONS.

Regulation S Global Note Legend. Each Note sold outside the United States to a non-U.S. person in reliance on Regulation S under the Securities Act will bear the following legend:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE

UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE REGULATION S eGLOBAL NOTE (eGN) IS SUBJECT TO A 40-DAY DISTRIBUTION COMPLIANCE PERIOD AS DESCRIBED IN THIS OFFERING MEMORANDUM. UNTIL THE EXPIRY OF THE DISTRIBUTION COMPLIANCE PERIOD, THIS NOTE MAY NOT BE OFFERED OR SOLD TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON OR WITHIN THE UNITED STATES.

You should rely only on the information contained in this Offering Memorandum. The Company has not authorized any other person to provide information different from that contained in this Offering Memorandum.

FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements within the meaning of federal securities laws. Words such as "expects," "intends," "plans," "believes," "may," "will," "should," and similar expressions identify such statements. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially. The Company undertakes no obligation to update any forward-looking statement except as required by law.

DEFINITIONS

The following definitions apply throughout this Offering Memorandum unless the context otherwise requires:

"**AGGEF**" means AVIS Global Green Energy Fund Limited, a private limited company incorporated in Ireland, acting as pledgor of the initial Cash Collateral in the form of Certificates of Deposit (CD) pursuant to the Pledge Agreement.

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

"**CD Collateral**" means the Certificates of Deposit issued by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC (Domestic ISIN MX4042804066), comprising 5 tranches (Serial Nos. 489, 502, 505, 513, 522), pledged by AGGEF as initial Collateral for the Notes.

"**Change of Control**" means the occurrence of any of the following: (i) any person or group acquires beneficial ownership of more than 50% of the total voting power of the outstanding voting stock of the Company or its direct parent Monkey Rock Group Inc.; (ii) the sale, transfer, lease, or other disposition of all or substantially all of the assets of the Company to any person other than a wholly-owned subsidiary; or (iii) the adoption of a plan of liquidation or dissolution of the Company.

"**Collateral**" means, collectively, all assets pledged to secure the Notes at any time, including the CD Collateral, Gold Collateral, Project Assets, Financial Assets, and any other Eligible Collateral, as more particularly described in Section 7.

"**Collateral Agent**" means the Company, acting in its capacity as Collateral Agent responsible for monthly collateral valuation reporting and maintenance of the Collateral Coverage Ratio, subject to independent verification by the Indenture Trustee. The Collateral Agent role is legally distinct from, but held concurrently with, the Company's role as Issuer.

"Collateral Basket" means the aggregate pool of Eligible Collateral pledged to secure the Notes at any time, comprising the CD Collateral and any Gold Collateral, Project Assets, Financial Assets, and other Eligible Collateral pledged from time to time, as more particularly described in Section 7.

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

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

"Distribution Compliance Period" means the 40-day period commencing on the later of (i) the Issue Date and (ii) the date on which the Notes are first offered to persons other than distributors in reliance on Regulation S under the Securities Act, during which beneficial interests in the

Temporary Regulation S eGlobal Note may not be offered or sold to, or for the account or benefit of, a U.S. Person or within the United States.

"**Eligible Collateral**" means assets satisfying the eligibility criteria set forth in the Pledge Agreement, including CD Collateral, Gold Collateral, Financial Assets, and Project Assets.

"**Eligible Green Projects**" means projects satisfying the eligibility criteria set forth in the Company's ESG Framework as described under "Use of Proceeds."

"ESG Framework" means the Company's environmental, social, and governance framework establishing the eligibility criteria for Eligible Green Projects and the principles governing the allocation, management, and reporting of proceeds applied to such projects, as published by the Company and made available to Noteholders upon written request.

"**Event of Default**" has the meaning ascribed to it in Section 7.7.1.

"**Financial Assets**" means cash, cash equivalents, and other eligible highly liquid instruments held in pledged accounts, forming part of the Collateral Basket.

"**Gold Collateral**" means physical gold bullion meeting LBMA Good Delivery standards, held on an allocated, non-rehypothecated basis at Tier-1 custodians, forming part of the after-acquired Collateral.

"Indenture" means the indenture to be entered into between the Company, as Issuer, and the Indenture Trustee, governing the terms and conditions of the Notes and the rights of Noteholders, as may be amended, restated, or supplemented from time to time.

"Indenture Trustee" means the independent institutional trustee for the benefit of Noteholders pursuant to the Indenture and the Security Agreement, for NASDAQ listing).

"Lien" has the meaning ascribed to it in Section 7.6.

"**Market Value**" means: (a) in respect of CD Collateral, the principal amount thereof plus accrued and unpaid interest; (b) in respect of Gold Collateral, the value determined by reference to the LBMA PM Fix or such other reputable precious metals quotation as the Collateral Agent may determine; (c) in respect of Financial Assets, the mark-to-market value thereof; and (d) in respect of Project Assets, the most recent independent appraisal value thereof.

"**Pledge Agreement**" means the Collateral Pledge and Security Agreement dated February 2, 2026, between AGGEF (as pledgor) and the Company (as Collateral Agent for the benefit of Noteholders), governed by the laws of the State of New York.

"Project Assets" means equipment, machinery, and related infrastructure supporting Eligible Green Projects financed under this offering, including VORTEX contactless milling systems, nano-powder production systems, associated processing lines, green industrial infrastructure, sustainable manufacturing facilities, and related site infrastructure, to the extent owned by the Company or a pledgor entity and pledged as after-acquired Collateral in accordance with the Security Documents.

"Reserved Matter" has the meaning ascribed to it in Section 6.5.

"**Security Documents**" means, collectively, the Collateral Pledge and Security Agreement dated February 2, 2026, between AGGEF (as pledgor) and the Company (as Collateral Agent for the benefit of Noteholders), and any other mortgage, charge, assignment, or security agreement entered into pursuant to or in connection with this Offering Memorandum and designated as a Security Document by the parties thereto.

“Settlement Date” means June 3, 2026, being the date on which the Notes are issued and delivered against payment of the offering proceeds to the Company, as notified to investors by the Company prior to closing.

"**Transaction Documents**" means, collectively, this Offering Memorandum, the Indenture, the Collateral Pledge and Security Agreement, the Paying Agency Agreement, and the Clearing System Agreements, and any other document so designated by the parties.

1. SUMMARY

This Offering Memorandum relates to the first distribution of the Notes to investors in the United States and elsewhere outside the European Union. The offering is intended to support the Company's investment strategy focused on alternative green energy and sustainable infrastructure initiatives, advanced digital technology deployment, waste-to-resource processing technologies, including the VORTEX Contactless Milling System for 3D waste-to-nano-powder processes, and additive manufacturing and composite materials projects in various global markets.

The Company's solvency and capital structure are supported by assets pledged by its affiliate AGGEF to secure the Notes, primarily Certificates of Deposit issued by HSBC México, S.A. (Domestic ISIN MX4042804066). The collateral coverage ratio at settlement is 120%.

2. THE OFFERING

Issuer	Genesis Collateral House Company (North Carolina Corporation; NC Entity ID: 3214399; EIN: 30-1480852; Registered Office: 4111 Rose Lake Dr. Ste E, Charlotte, NC 28217, USA; Principal Address: 10390 Ashton Ave, Los Angeles, CA 90024, USA)
LEI	529900OWORDQKD4NG590
Issued Notes	GENESIS COLLATERAL HOUSE COMPANY $5,000,000,000 Aggregate Principal Amount of 6.5% Senior Secured Green Notes Due June 3, 2036
Series	2026-A-002
Currency	USD
Indenture Trustee	Institutional trustee for NASDAQ listing if required.
Investment Manager (EU)	FE Capital S.à r.l., Grand Duchy of Luxembourg (société à responsabilité limitée). Licensed Investment Manager; Asset Manager: Donner & Reuschel AG. Role limited to investment management and non-U.S. distribution activities outside the United States. Not a registered U.S. broker-dealer under the Securities Exchange Act of 1934.
Broker Syndicator / Lead Manager (USA)	GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094. SEC-registered broker-dealer. Book-building and QIB solicitation under Rule 144A under the Securities Act.
Issuer Agent	GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094
Collateral Agent	Genesis Collateral House Company, acting in its capacity as Collateral Agent, responsible for monthly collateral valuation reporting and maintenance of the Collateral Coverage Ratio, subject to independent verification by the Indenture Trustee. This role is legally distinct from, but held concurrently with, its role as Issuer.
European Markets and Fiscal Agent, Book Runner and Frankfurt Exchange Settlement Agent	Baader Bank Aktiengesellschaft, Weihenstephaner Straße 4, 85716 Unterschleißheim, Germany, pursuant to the mandate agreement of 15 April 2026 and Addendums, if any.
Transfer Agent and Payment Agent	Securities Transfer Corporation, 2901 N Dallas Parkway, Suite 380, Plano, Texas 75093, pursuant to the Transfer Agent and Paying Agency agreement.
Collateral Pledgor	AVIS Global Green Energy Fund Limited (AGGEF), private limited company, Ireland (registration no. 557493)
LEI	89450043NCQHERFAEV55
Dealers	Syndication. Baader Bank AG. Acts as Sponsoring Bank, Dealer, Custodian Bank and order-book manager / lead broker responsible for managing the order book for trades in the Notes on the Frankfurt Stock Exchange (Frankfurter Wertpapierbörse); and U.S. Depositary, The Bank of New York Mellon, NY and London Branch (for Euroclear)
Registrar	GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094, USA
Notes	$5,000,000,000 aggregate principal amount of 6.5% Senior Secured Green Notes due June 3, 2036 (the "Notes")

Issue Date	June 3, 2026
Maturity Date	June 3, 2036
International Identifiers	Rule 144A, Regulation s
Issuer Short	GENESIS COLL HSE CO
ISIN	USU3712QAA05
CUSIP	U3712Q AA0
WKN	TBA
FISN	GENESIS COLL HO/6.5 SR SECD NT 2036
ISO CFI	DBFSGR
ICSD Programme Number	TBA, pursuant to the ICSD Agreement
Payment Agent Programme Number	BBAG-GCHC-2026-002
Common Code	TBA
CSP Common Service Provider	TBA pursuant to the CSP Agreement
CRK Common Record Keeper	TBA pursuant to the CRK Agreement
WKN	TBA
Legal Form	NSS
Safekeeping Structure	NSS
USA Identifiers	Rule 144A
Issuer Short	GENESIS COLL HSE CO
ISIN	US37183CAA27
CUSIP	37183C AA2
FISN	GENESIS COLL HO/6.5 NT GREEN BD SOC
ISO CFI	DBFUGR
Issuer Short	GENESIS COLL HSE CO
Issue Description	SR SECD NT REG S
Interest Rate	6.5% per annum (30/360 day count), payable semi-annually in arrears
Interest Payment Dates	Semi-annually, on June 3 and December 3 of each year, commencing December 3, 2026, from the Issue Date (June 3, 2026). Interest accrues on a semi-annual basis. The first Interest Payment Date is December 3, 2026, in respect of the period from (and including) June 3, 2026 to (but excluding) December 3, 2026, being a period of 180 days calculated on a 30/360 basis, resulting in a first coupon equal to 6.5% × (180/360) of the principal amount of each Note. Thereafter, interest shall accrue semi-annually on each successive Interest Period. For the first coupon calculation and full interest accrual terms, see Section 6.2.
Cash Collateral	Initial Collateral: Certificates of Deposit issued by HSBC México, S.A. (Domestic ISIN MX4042804066), pledged by AGGEF to the Company as Collateral Agent in an amount sufficient to satisfy the minimum collateral coverage ratio required under the Notes. Additional Collateral: physical gold bullion (LBMA Good Delivery) and green project assets acquired or built.

Collateral Coverage at Settlement 120% Collateral Maintenance	Minimum coverage ratio of 100% at all times; target range 100-120%. See Section 7.5 for maintenance obligations, cure mechanism, and consequences of a Collateral Shortfall.
Ranking	Senior secured, unsubordinated, and non-convertible obligations of the Company, ranking pari passu in right of payment with all other existing and future senior secured indebtedness of the Company and senior in right of payment to all existing and future subordinated indebtedness of the Company. All Notes of this Series rank pari passu with each other and are issued for the equal and ratable benefit of all Noteholders.
Use of Proceeds	Eligible green projects (~60–70%): including alternative green energy projects (including alternative HMD power generators), sustainable infrastructure developments, waste-to-resource technologies, advanced material technologies, additive manufacturing systems, and green industrial facilities; additional collateral acquisition (~20-30%), including physical gold bullion; working capital and offering expenses (~10%). Upon completion of this offering, the Company is expected to have up to $5,000,000,000 in Notes outstanding and no other indebtedness. Audited financial statements will be prepared and published within 120 days following the Settlement Date.
Applicable Law	State of New York.
Listing	Application made to the Open Market (Freiverkehr) of the Frankfurt Stock Exchange (Frankfurter Wertpapierbörse), Quotation Board segment, operated by Deutsche Börse AG. The Freiverkehr is a multilateral trading facility (MTF) and is not a regulated market within the meaning of MiFID II or the EU Prospectus Regulation. Admission to the Freiverkehr does not trigger the obligation to publish a BaFin-approved prospectus under Regulation (EU) 2017/1129. The Company is additionally considering an application to NASDAQ, subject to regulatory approval and satisfaction of applicable listing requirements.
Rating	A-
Clearing / Settlement	Rule 144A / Regulation S through DTC, Euroclear Bank SA/NV and Clearstream Banking S.A., Luxembourg.
Trading / Market Making	GT Securities, Inc. (Investor-Facing Broker / Lead Manager (USA)) has advised the Company that it presently intends to make a market in the Notes in the United States in accordance with applicable SEC and FINRA rules. FE Capital S.à r.l. (Investment Manager (EU)) has advised the Company that it presently intends to support secondary market trading in the Notes outside the United States. Baader Bank AG (Sponsoring Bank (Europe)), acting as Custodian Bank and Skontroführer (order-book manager / lead broker) for the Notes, has advised the Company that it presently intends to support secondary market trading in the Notes on the Frankfurt Stock Exchange Open Market (Freiverkehr). None of the foregoing parties is obligated to make a market in the Notes, and any such market-making or secondary trading support activity may be discontinued at any time without notice to Noteholders. There is no assurance that an active trading market for the Notes will develop or be maintained. In the event of a NASDAQ

	listing, market-making activities may also be conducted by syndicated broker-dealers and financial institutions in accordance with applicable NASDAQ rules.
Compliance (EU)	ARCATURA, Holzdamm 28-32, 20099 Hamburg, Germany. Scope: EU Prospectus Regulation, Regulation (EU) 2023/2631, WpPG, Frankfurt Freiverkehr admission, MiFID II.
Compliance (US)	Seward & Kissel LLP, One Battery Park Plaza, New York, NY. Scope: U.S. securities law, Rule 144A / Regulation S offering compliance, and general U.S. capital markets counsel.

3. RISK FACTORS

An investment in the Notes involves significant risks. You should carefully consider the following risks before making an investment decision. Any of these risks could materially and adversely affect the Company's financial condition, results of operations, ability to meet its obligations under the Notes, and the value of the Notes.

3.1 Risks Relating to the Notes and the Offering

No operating history. The Company was incorporated on February 6, 2026 and has no operating history, revenues, or audited financial statements. There is no basis upon which to evaluate the Company's ability to service the Notes.

No affiliate guarantee. The Notes are obligations solely of the Company. None of AGGEF or Monkey Rock Group Inc. will guarantee the Notes. Investors have no direct recourse against any affiliate other than to the extent of pledged Collateral.

NASDAQ listing and Rule 144A eligibility. Rule 144A under the Securities Act permits resale of restricted securities only if the securities are not of the same class as securities listed on a national securities exchange registered under Section 6 of the Securities Exchange Act of 1934. The Company is considering an application for listing of the Notes on NASDAQ, which is a national securities exchange. If such listing is obtained, the Notes would no longer be eligible for resale under Rule 144A, and the 144A transfer restriction legend would cease to support a valid resale exemption. Noteholders should be aware that a NASDAQ listing, if pursued, may materially affect the transferability of the Notes and require the Company to register the Notes under the Securities Act or comply with alternative exemptions. Prospective purchasers should consult their own legal advisers regarding the implications of any future NASDAQ listing on their ability to resell the Notes.

Collateral and enforcement risks. The secured status of the Notes is limited to the value and enforceability of the pledged Collateral. The Collateral Basket consists of multiple layers: (i) CD Collateral (primary layer) comprising Certificates of Deposit issued by HSBC México, S.A. (Domestic ISIN MX4042804066) pledged by AGGEF; (ii) Gold Collateral (secondary layer) comprising physical gold bullion to be acquired with Note proceeds; and (iii) Project Assets (tertiary layer). The primary risk is concentrated in the CD Collateral, which is subject to the creditworthiness of HSBC México, conditions in the Mexican financial markets, and applicable Mexican banking law and CNBV regulation.

CD rollover commitment. CD rollover commitment. The CDs mature on October 12, 2027, prior to the Note maturity of June 3, 2036. No later than 90 days prior to CD maturity, AGGEF is required to request HSBC México, S.A. to renew or roll over the CDs on substantially equivalent terms, substitute Eligible Collateral of equivalent value, effect a cashout, or transfer or assign the CDs in the secondary market at the prevailing standard market price (as described in Section 7.2). Since the CDs are callable at first demand and assignable and transferable, a cashout or secondary market sale provides a standing fallback. The principal residual risk is that applicable Mexican banking law, CNBV regulation, or governmental action may restrict, delay, or prevent any of the foregoing options notwithstanding the callable and transferable nature of the CDs. Any uncured failure to effect any of the foregoing options may result in a Collateral Shortfall that, if not cured within 5 Business Days, constitutes an Event of Default.

No established trading market. There is no assurance that an active trading market for the Notes will develop or be maintained. Investors may be required to hold the Notes to maturity.

Investment strategy, regulatory and market risks. The Company's strategy focuses on alternative green energy, sustainable infrastructure, and advanced technology sectors, which are subject to technological change, regulatory uncertainty, execution risk, capital intensity, and long development timelines. Changes in applicable law or regulation could materially affect the feasibility or profitability of the Company's investments. Macroeconomic conditions, including interest rate changes, inflation, credit tightening, or geopolitical events, could negatively affect asset values and the Company's ability to meet its obligations.

Amendments without unanimous consent. Certain amendments, modifications, or waivers may be effected with the consent of Noteholders holding not less than 66⅔% in aggregate principal amount of the outstanding Notes. Reserved matters (including any reduction in principal, interest rate, or maturity, or any release of Collateral) require unanimous consent. Amendments effected with less than unanimous Noteholder consent could adversely affect minority holders.

Voluntary sustainability disclosures. The Company does not intend to voluntarily adopt the post-issuance disclosure templates established under Commission Delegated Regulation (EU) 2025/753 supplementing Regulation (EU) 2023/2631. Accordingly, the Company does not undertake to publish periodic post-issuance allocation reports or impact reports pursuant to Article 21 of Regulation (EU) 2023/2631. Investors seeking mandatory EU-taxonomy-aligned disclosure should not rely on this offering.

3.2 Risks Related to the Company

Conflicts arising from concurrent roles. The Company acts concurrently as Issuer of the Notes and as Collateral Agent for the benefit of Noteholders. As Collateral Agent, the Company holds the Collateral in a fiduciary capacity, which is legally distinct from its capacity as Issuer. Notwithstanding this, the Company’s concurrent roles as Issuer and Collateral Agent may give rise to actual or potential conflicts of interest. The Indenture Trustee (appointment in progress) is an independent institutional trustee acting solely for the benefit of Noteholders pursuant to the Indenture and is not subject to such conflicts. The enforcement direction threshold and indemnification requirements applicable to the Indenture Trustee are set out in Section 7.7.2.

3.3 Green Bond Risks.

The designation of the Notes as "Green Notes" does not confirm or imply compliance with Regulation (EU) 2023/2631 (EU Green Bond Standard), the EU Taxonomy Regulation, or the ICMA Green Bond Principles. No external review, verification, or second-party opinion has been obtained in respect of the green credentials of the Notes or the Eligible Green Projects. There is no assurance that the proceeds will be applied to projects that qualify as environmentally sustainable under any applicable framework. Failure to apply proceeds in accordance with the Company's ESG Framework, or any change in applicable green finance regulation or market standards, could adversely affect the value of the Notes or the Company's ability to maintain any green designation. Investors should conduct their own assessment of the environmental credentials of the Notes.

4. CAPITALIZATION

As of February 2, 2026, the Company had total share capital of $10,000,000, comprising 10,000,000 ordinary shares at $1.00 per share, issued and fully paid. The Company had no retained earnings and no liabilities at that date, resulting in total equity of $10,000,000. No operating revenues had been generated.

Upon completion of this offering, the Company is expected to have up to $5,000,000,000 in Notes outstanding and no other indebtedness. Audited financial statements will be prepared and published within 120 days following the Settlement Date.

5. USE OF PROCEEDS

The Company may use a portion of the net proceeds for additional collateral acquisition (including physical gold bullion), working capital, liquidity management, collateral funding or enhancement, and payment of offering expenses. The Company has not established a fixed allocation of net proceeds among these uses.

Pending application of the net proceeds, the Company may temporarily invest the proceeds in cash or cash-equivalent instruments.

6. DESCRIPTION OF NOTES

6.1 General

The Company may, without the consent of existing holders, issue additional Notes of the same series having the same terms (except issue date and first interest payment date), provided that additional eligible collateral is pledged simultaneously to maintain the collateral coverage ratio at not less than 100%.

The Notes will be the Company's senior secured and unsubordinated debt and will rank equally and ratably among themselves. The Notes will be issued only in registered form in minimum denominations of $1,000.

6.2 Calculation of Interest

Interest on the Notes will accrue from (and including) the Issue Date at the rate of 6.5% per annum, payable semi-annually in arrears on June 3 and December 3 of each year, commencing December 3, 2026. Interest will be paid on the basis of a 360-day year consisting of twelve 30-day months.

If any interest payment date, redemption date, or the maturity date is not a Business Day, payment will be made on the next succeeding Business Day without additional interest.

6.3 Redemption

The Notes will be redeemed at 100% of their principal amount plus accrued and unpaid interest on the maturity date. If, following a change in applicable tax law, the Company is required to pay additional amounts that cannot be avoided by reasonable measures, the Company may redeem all outstanding Notes at par plus accrued interest on not less than 30 nor more than 60 days' notice. The Notes are not subject to any sinking fund. Upon the occurrence of a Change of Control (as defined in the Definitions section), the Company shall offer to repurchase all outstanding Notes at 101% of their principal amount plus accrued and unpaid interest within 30 calendar days of such event.

6.4 Legal Form and Safekeeping

Beneficial interests in the Rule 144A Restricted eGlobal Note (eGN) may be held through DTC or its participants. Beneficial interests in the Regulation S eGlobal Note (eGN) may be held through Euroclear Bank S.A./N.V. or Clearstream Banking S.A., directly or through their respective participants. The Bank of New York Mellon, London Branch acts as U.S. Depositary for Euroclear. Baader Bank AG acts as custodian bank for FE Capital and handles securities transactions via

Clearstream. The Regulation S eGlobal Note will initially be issued as a Temporary Regulation S eGlobal Note. Following the expiry of the 40-day Distribution Compliance Period, the Temporary Regulation S eGlobal Note will be exchangeable for a Permanent Regulation S eGlobal Note upon delivery of certification of non-U.S. beneficial ownership in the form required by the Indenture. Until expiry of the Distribution Compliance Period, beneficial interests in the Temporary Regulation S eGlobal Note may not be exchanged for beneficial interests in the Rule 144A Restricted eGlobal Note. Payments in respect of the eglobal notes will be made to DTC or its nominee (in respect of the Rule 144A Restricted eGlobal Note) and to the common depositary for Euroclear and Clearstream (in respect of the Regulation S eGlobal Note), in each case in immediately available funds. Secondary market trading between DTC participants will settle in immediately available funds. Definitive certificated Notes will be issued only if DTC notifies the Company that it is unwilling or unable to continue as depositary for the Rule 144A Restricted eGlobal Note and a qualified successor depositary is not appointed within 90 days, or in such other limited circumstances as may be specified in the Indenture.

The Notes are represented by the Registered Electronic Global Note (eGN) issued under the New Safekeeping Structure (NSS). In the event of any inconsistency between this Offering Memorandum and the executed Global Note together with the applicable Pricing Supplement, the executed Global Note and Pricing Supplement shall prevail to the extent permitted by applicable law.

6.5 Amendments and Modifications

Certain amendments, modifications, or waivers of the terms of the Notes, the Indenture, or the Security Documents may be effected with the written consent of Noteholders holding not less than 66⅔% in aggregate principal amount of the outstanding Notes. The following matters (each, a "Reserved Matter") require the prior written consent of all Noteholders: (a) any reduction in the principal amount of, or interest rate on, the Notes; (b) any postponement of the maturity date or any scheduled interest payment date; (c) any release or material substitution of Collateral other than as expressly permitted by the Security Documents; (d) any change to the amendment threshold applicable to Reserved Matters; and (e) any amendment to this Section 6.5. Amendments effected with the requisite Noteholder consent in accordance with this Section 6.5 shall be binding on all Noteholders, including those who did not consent, save in respect of any Reserved Matter.

7. DESCRIPTION OF THE SECURITY AND COLLATERAL

7.1 General

The Notes will be secured obligations of the Company, secured by a first-priority security interest over the Collateral Basket. The initial Collateral consists of Certificates of Deposit pledged by AGGEF to the Company as Collateral Agent for the benefit of Noteholders, as more particularly described in Section 7.2. The Clearing System Agreements will be executed in connection with the setup of the global notes on Euroclear Bank SA/NV and Clearstream Banking S.A., Luxembourg or DTCC Clearing Services - National Securities Clearing – DTCC (DTC) which proceeds independently of and prior to the execution of the Indenture. Enforcement oversight rests with the Indenture Trustee, whose appointment is expected to be completed promptly following initial settlement.

7.2 Initial Collateral

The initial collateral securing the Notes consists of Certificates of Deposit (the “CDs”) issued by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC (Domestic ISIN MX4042804066), owned beneficially and legally by AGGEF, a private limited company incorporated in Ireland (registration number 557493). AGGEF has granted a first-priority security interest in the CDs in favour of the Company as Collateral Agent for the benefit of Noteholders, pursuant to the Pledge Agreement.

The CDs comprise 5 tranches (Serial Nos. 489, 502, 505, 513, 522), issued September 17, 2017 and maturing October 12, 2027, prior to the Note maturity of June 3, 2036. The CDs are assignable, transferable, and callable at first demand, and a cashout accordingly provides a standing fallback. No later than 90 days prior to CD maturity, AGGEF shall request HSBC México, S.A. to: (i) renew or roll over the CDs at maturity on substantially equivalent terms; (ii) substitute Eligible Collateral of equivalent value; (iii) effect a cashout; or (iv) transfer or assign the CDs in the secondary market at the prevailing standard market price. If none of the foregoing can be effected, a mandatory redemption of all outstanding Notes at par plus accrued and unpaid interest shall be triggered within 30 days. Failure to complete such mandatory redemption constitutes an Event of Default.

7.3 After-Acquired Collateral

In addition to the initial CD Collateral, the Collateral Basket securing the Notes is expected to include after-acquired property across the following layers:

(a) Gold Collateral (Layer 2 - Secondary): Physical gold bullion meeting LBMA Good Delivery standards (12.5 kg bars), held on an allocated, non-rehypothecated basis at Tier-1 custodians including UBS AG (Zurich) and HSBC Bank plc (London), to be acquired with Note proceeds.

(b) Project Assets (Layer 3 - Tertiary): Equipment, machinery, and related infrastructure supporting Eligible Green Projects financed under this offering, including VORTEX contactless milling systems, nano-powder production systems, associated processing lines, green industrial infrastructure, sustainable manufacturing facilities, and related site infrastructure. To the extent owned by the Company or a pledgor entity, the Company will procure that such pledgor entity grants a security interest over such Project Assets in favor of the Collateral Agent as additional Collateral.

(c) Financial Assets (supplemental): Cash and cash equivalents held in pledged Collateral Accounts.

(d) Insurance (Layer 4): Comprehensive insurance coverage as described in Schedule A (Collateral Insurance and Risk Protection Framework), covering physical loss, custodian failure, political interference, fraud, force majeure, and interest payment shortfalls prior to the Maturity Date.

Collateral Agent confirmation that assets satisfying the minimum Collateral Coverage Ratio have been pledged and perfected is a condition to settlement of each tranche.

7.4 Scope and Limitations of Security Interests

The security interests will be subject to the terms of the applicable security documents and applicable law. The collateral may also secure other indebtedness of the Company or its affiliates ranking pari passu with the Notes, to the extent permitted. Noteholders should not assume that the existence of collateral guarantees payment of principal or interest on the Notes.

7.5 Collateral Ratios and Maintenance Requirements

The collateral coverage ratio is defined as the aggregate market value of all collateral divided by outstanding principal plus accrued and unpaid interest plus any other secured obligations then outstanding. The minimum required coverage ratio is 100% at all times; the target range is 100-120%. Monthly monitoring is performed by the Company as Collateral Agent, subject to independent verification by the Indenture Trustee or its appointed agent. Noteholders holding not less than 25% in aggregate principal amount of the outstanding Notes may request an independent third-party valuation of the Collateral at any time.

If the ratio falls below 100%, the Company and AGGEF must within 5 Business Days either: (a) provide additional eligible collateral restoring the ratio to at least 105%; (b) deposit cash equal to the shortfall plus 5% in the collateral account; or (c) cause mandatory redemption of all Notes at par plus accrued interest within 30 days. Where a Collateral Shortfall arises as a result of CD maturity, the cure mechanism set out in Section 7.2 (CD Rollover Provision) shall apply in addition to, and shall be read together with, the foregoing. Failure to cure constitutes an Event of Default.

The Collateral is insured pursuant to the Collateral Insurance and Risk Protection Framework set out in Schedule A, which forms an integral part of this Offering Memorandum. The minimum required insurance coverage shall always be not less than 100% of outstanding obligations; the target is 120%. The insurance covers, at a minimum: (a) physical loss, theft, or damage of physical Collateral; (b) custodian or depository failure, insolvency, or misappropriation; (c) political interference, confiscation, nationalization, sanctions, or governmental action; (d) fraud, cyber intrusion, or criminal misappropriation; (e) force majeure and catastrophic events; and (f) interest payment shortfalls prior to the Maturity Date. All insurance proceeds shall be paid directly to the Indenture Trustee for application in accordance with the enforcement waterfall. The insurance policy may not be cancelled or materially amended without the prior written consent of the Indenture Trustee. Failure to maintain required insurance coverage shall constitute an Event of Default.

7.6 Negative Pledge

So long as any Notes remain outstanding, the Company shall not, and shall procure that no pledgor entity shall, create, assume, or permit to subsist any mortgage, charge, pledge, lien, or other security interest (each, a "Lien") over all or any part of the Collateral or the Collateral Accounts, other than: (a) the security interests created pursuant to the Security Documents; (b) Liens arising by operation of law in the ordinary course of business and not securing financial indebtedness; (c) Liens securing indebtedness of the Company that is expressed to rank pari passu with the Notes, provided that the Notes are simultaneously secured by the same Collateral on an equal and ratable basis; and (d) any other Liens consented to in writing by Noteholders holding not less than 66⅔% in aggregate principal amount of the outstanding Notes.

7.7 Events of Default and Enforcement

7.7.1 Events of Default

Each of the following events constitutes an Event of Default:

(a) the Company fails to effect mandatory redemption of all outstanding Notes within the period specified in Section 7.5 following the occurrence of a Collateral Shortfall; or

(b) a Collateral Shortfall occurs and remains uncured for more than five (5) Business Days following notice thereof; or

(c) the Company fails to pay any interest on the Notes within five (5) Business Days after the applicable due date; or

(d) the Company fails to pay any principal amount on the Notes when due; or

(e) the Company breaches any material covenant or obligation under the Notes or the Security Documents and such breach, if capable of remedy, continues unremedied for thirty (30) calendar days following written notice from the Indenture Trustee (or such longer period, not to exceed sixty (60) calendar days, as may be required if the breach is capable of cure but cannot reasonably be cured within 30 calendar days and the Company is diligently pursuing cure); or

(f) the Company becomes subject to any bankruptcy, insolvency, administration, receivership, winding-up, or analogous proceedings under the laws of any applicable jurisdiction; or

(g) the Company defaults in the payment of any indebtedness for borrowed money more than USD 100,000,000 (or its equivalent in any other currency) at final maturity or upon acceleration thereof, and such default is not cured or waived within any applicable grace period.

7.7.2 Enforcement on First Demand

Upon the occurrence of an Event of Default, the Collateral shall be immediately callable and enforceable on first demand. No additional notice period, grace period, or further cure period shall be required before the Indenture Trustee exercises its enforcement rights following declaration of an Event of Default, save as expressly provided in Section 7.7.1 above. The Indenture Trustee shall be entitled to take enforcement action upon the written direction of Noteholders holding not less than 25% in aggregate principal amount of the outstanding Notes, and may require indemnification satisfactory to it prior to taking any such action.

7.7.3 Acceleration. Upon the occurrence of an Event of Default, the Indenture Trustee may, and upon the written direction of Noteholders holding not less than 25% in aggregate principal amount of the outstanding Notes shall, by written notice to the Company, declare all outstanding principal of the Notes, together with all accrued and unpaid interest thereon and all other amounts payable under the Notes and the Indenture, to be immediately due and payable. Upon any such declaration, such amounts shall become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived by the Company.

7.7.4 The Company's Enforcement Obligations

Upon receipt of an enforcement direction pursuant to Section 7.7.2, the Company, acting in its capacity as Collateral Agent, shall be responsible for realising the Collateral in the following sequence, proceeding to each subsequent layer to the extent that proceeds from prior layers are insufficient to discharge all outstanding obligations under the Notes in full:

(a) Layer 1 - CD Collateral: promptly selling such quantity of CD Collateral (comprising Certificates of Deposit issued by HSBC México, S.A., Domestic ISIN MX4042804066, which are assignable, transferable, and callable at first demand) in the secondary market at prevailing market value, as is necessary to generate proceeds sufficient to discharge in full all outstanding obligations under the Notes, including all accrued and unpaid interest and outstanding principal, with such sale to be completed as promptly as practicable and in any event within thirty (30) calendar days of the enforcement direction;

(b) Layer 2 - Gold Collateral: to the extent that proceeds from Layer 1 are insufficient to discharge all outstanding obligations in full, promptly realising the Gold Collateral through sale via LBMA-recognised channels, subject to applicable liquidation timelines; and

(c) Layer 3 and Supplemental — Project Assets and Cash Equivalents: to the extent that proceeds from Layers 1 and 2 are insufficient, realising project assets and pledged cash equivalents, subject to applicable liquidation timelines; and (d) Layer 4 — Insurance Proceeds: to the extent that proceeds from prior layers remain insufficient, directing insurance proceeds payable to the Indenture Trustee in accordance with the Collateral Insurance and Risk Protection Framework set out in Schedule A. The net proceeds realised from each layer shall be applied in accordance with the enforcement waterfall set out in Section 7.7.5.

7.7.5 Enforcement Waterfall

Net proceeds realised from the enforcement of the Collateral shall be applied by the Indenture Trustee in the following order of priority:

First: to pay all costs and expenses of enforcement, including legal fees, Collateral Agent fees, and any other amounts properly incurred by the Indenture Trustee in connection with the enforcement;

Second: to pay all accrued and unpaid interest on the outstanding Notes, distributed pro rata among Noteholders in proportion to their respective holdings;

Third: to pay all outstanding principal of the Notes, distributed pro rata among Noteholders in proportion to their respective holdings; and

Fourth: any surplus remaining after satisfaction of all amounts due under the Notes shall be remitted to the Company or such other parties as may be entitled thereto under the applicable Transaction Documents.

7.7.6 Shortfall

If the net proceeds realised from the enforcement of the Collateral pursuant to Sections 7.7.4 and 7.7.5 are insufficient to satisfy in full all amounts due to Noteholders, the Indenture Trustee shall notify Noteholders of such shortfall and shall pursue all available remedies under the Transaction Documents. Noteholders' rights in relation to any shortfall are subject to the terms of the applicable security documents and applicable law.

7.7.7 Financial Reporting. For so long as any Notes remain outstanding, the Company shall: (a) prepare annual audited financial statements in accordance with U.S. GAAP (or such other internationally recognised accounting standards as the Indenture Trustee may approve), audited by an independent registered public accounting firm, and deliver such statements to the Indenture

Trustee within 120 days following the end of each fiscal year; (b) prepare semi-annual unaudited financial statements and deliver such statements to the Indenture Trustee within 60 days following the end of each semi-annual period; and (c) make all such financial statements available to Noteholders and prospective purchasers of the Notes upon written request, together with any other information required pursuant to Rule 144A(d)(4) under the Securities Act for so long as the Notes remain “restricted securities” within the meaning of Rule 144(a)(3) thereunder.

8. NOTICES

Notices to holders of the Notes will be given by or on behalf of the Company to DTC or any successor depositary in accordance with its applicable procedures. As long as the Notes are held in book-entry form through DTC, notices to beneficial owners will be transmitted by DTC to its participants and indirectly to beneficial owners in accordance with DTC's customary practices.

9. LEGAL MATTERS

Certain legal matters relating to U.S. securities law, Rule 144A / Regulation S offering compliance, and general U.S. capital markets counsel have been passed upon for the Company by Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004 (U.S. counsel).

Certain legal matters relating to EU Prospectus Regulation, Regulation (EU) 2023/2631, WpPG, Frankfurt Freiverkehr admission, and MiFID II have been passed upon for the Company by ARCATURA, Holzdamm 28-32, 20099 Hamburg, Germany (EU Compliance Counsel).

10. EXPERTS

No independent experts have been named in connection with the preparation of this Offering Memorandum within the meaning of the Securities Act of 1933, as amended.

11. TRANSACTION DOCUMENTATION

This Offering Memorandum is the sole document governing the offer and sale of the Notes. The following transaction documents are anticipated to be entered into in connection with the Notes but are not required as conditions to initial settlement: (i) the Indenture; (ii) the Collateral Pledge and Security Agreement; (iii) the Paying Agency Agreement; and (iv) the Clearing System Agreements. Each of the foregoing documents is confidential and will be made available solely upon written request.

12. ERISA CONSIDERATIONS

Each purchaser and subsequent transferee of the Notes will be deemed to represent and warrant that either: (i) no portion of the assets used to acquire or hold the Notes constitutes assets of any employee benefit plan subject to Title I of ERISA, any plan, individual retirement account, or other arrangement subject to Section 4975 of the Code, or any federal, state, local, non-U.S., or other laws or regulations that are similar to such provisions of ERISA or the Code ("Similar Laws"), or any entity whose underlying assets are treated as plan assets under ERISA, the Code, or any Similar Laws (each, a "Benefit Plan Investor"); or (ii) the acquisition, holding, and disposition of the Notes will not constitute or give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or a violation under any applicable Similar Laws.

The Company makes no representation that any exemption from the prohibited transaction rules of ERISA, the Code, or any Similar Laws is available with respect to any particular investor's acquisition, holding, or disposition of the Notes. Each prospective Benefit Plan Investor must independently determine, with the advice of its own ERISA counsel, whether an applicable exemption is available and whether the acquisition, holding, and disposition of the Notes is otherwise consistent with applicable fiduciary obligations under ERISA, the Code, or Similar Laws. Each prospective Benefit Plan Investor acknowledges that it is a sophisticated investor capable of independently evaluating the merits and risks of an investment in the Notes, that it has not relied on the Company or any of its affiliates for any assessment of the ERISA implications of such investment, and that it is responsible for ensuring that its investment in the Notes does not violate any applicable law.

13. GOVERNING LAW

This Offering Memorandum, the Notes, the Indenture, and the Security Documents shall be governed by, and construed in accordance with, the laws of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law, without regard to conflict of laws principles that would require the application of the law of any other jurisdiction. The Company submits to the non-exclusive jurisdiction of the federal and state courts sitting in the City of New York, County of New York. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law: (a) any right to trial by jury in any action, proceeding or claim arising out of or relating to the Notes or any Transaction Document, by any party; (b) any objection it may now or hereafter have to the laying of venue of any such action or proceeding in such courts; and (c) any claim that any such action or proceeding brought in such courts has been brought in an inconvenient forum.

WHERE YOU CAN FIND MORE INFORMATION

The Company is not a reporting company under the Securities Exchange Act of 1934 and has not filed and does not intend to file a registration statement with the U.S. Securities and Exchange Commission in respect of the Notes. This Offering Memorandum constitutes the entirety of the information the Company has authorized for distribution in connection with this offering. The Company will make available to prospective purchasers and noteholders, upon request, the information required by Rule 144A(d)(4) under the Securities Act for so long as the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act.

Parent company public filings (Monkey Rock Group Inc., OTC: MKRO):
www.otcmarkets.com/stock/MKRO/overview

This Offering Memorandum is subject to completion and amendment. The Notes are being offered only in transactions exempt from the registration requirements of the Securities Act. This Offering Memorandum does not constitute a public offering of securities in any jurisdiction.

1. ANNEX 1

PRICING SUPPLEMENT

GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME

Subsequent Issuance – Series 2026-A-002

This Pricing Supplement forms Annex 1 to the Offering Memorandum dated 4 July 2026. Except as expressly amended herein, all provisions of the Offering Memorandum remain in full force and effect.

Terms of the Issue

Item	Description
Programme	GENESIS COLLATERAL HOUSE GREEN Note Issue Programme
Issuer	GENESIS Collateral House Company
LEI	529900OWORDQKD4NG590
Instrument	6.50% Senior Secured Green Notes
Series	2026-A-002
Aggregate Principal Amount	USD 5,000,000,000
Number of Notes	5,000,000 Electronic Global Notes
Denomination	USD 1,000 per Note
Issue Price	100%
Currency	USD
Issue Date	3 June 2026
Maturity Date	3 June 2036
Coupon	6.50% per annum
Interest Payment Dates	3 June and 3 December
Day Count	30/360
Ranking	Senior Secured, Unsubordinated, Non-Convertible
Collateral Coverage at Settlement	120%
Target Collateral Coverage	100%–120%
Governing Law	State of New York
International Registration	Rule 144A / Regulation S
Issuer Short	GENESIS COLL HSE CO
International FISN	GENESIS COLL HO/6.5 SR SECD NT 2036
International Issue Description	SR SECD NT REG S
International ISO CFI	DBFSGR
International ISIN	USU3712QAA05
International CUSIP	U3712Q AA0
International Clearing	Euroclear, Clearstream and DTC
USA Registration	Rule 144A
USA FISN	GENESIS COLL HO/6.5 NT GREEN BD SOC
USA Issue Description	NT SECD GREEN NT 144A SER 2026-A-002
USA ISO CFI	DBFUGR
USA ISIN	US37183CAA27
USA CUSIP	37183C AA2
Legal Form	DEMT
Safe Keeping Structure	DEMT
ICSD	TBA
Common Code	TBA

CSP	TBA
CRK	TBA
WKN	TBA
Status	This Series 2026-A-002 constitutes a separate subsequent issuance under the Programme. All legal, collateral, security, covenant, enforcement, settlement, offering restrictions and transaction documentation provisions remain identical to those contained in the Offering Memorandum unless expressly amended by this Pricing Supplement.

CONSOLIDATED SECURITIES IDENTIFIERS AND DESCRIPTIONS

Field	Rule 144A (USA)	Regulation S (International)
ISIN	US37183CAA27	USU3712QAA05
CUSIP	37183C AA2	U3712Q AA0
Common Code	TBA (cleared through DTC)	TBA (to be allocated by Euroclear / Clearstream)
WKN	TBA	TBA
FISN	GENESIS COLL HO/6.5 NT GREEN BD SOC	GENESIS COLL HO/6.5 SR SECD NT 2036
CFI (ISO 10962)	DBFUGR	DBFSGR
Issue Description	NT SECD GREEN NT 144A SER 2026-A-002	SR SECD NT REG S
Offering / Registration	Rule 144A	Regulation S
Clearing System	DTC	Euroclear and Clearstream

The Offering Memorandum dated 4 July 2026 is incorporated by reference. Except as expressly amended herein, all provisions remain unchanged.

GENESIS COLLATERAL HOUSE COMPANY

Authorized Signatory: ______________________

Date: Tuesday, July 7, 2026