Dated Wednesday, 19 August 2026

# NOTE INSTRUMENT

## A Green Note Issue Programme

*constituting the issue of*

## U.S. Dollar-denominated
## Fixed Rate Notes

Made by

## GENESIS COLLATERAL HOUSE

*as Issuer*

**For the regulated retail markets**

**GENESIS COLLATERAL HOUSE COMPANY**

Nevada, USA · Dublin, Ireland · Sarno, Italy

This Base Prospectus constitutes a base prospectus for non-equity securities within the meaning of Article 8 of Regulation (EU) 2017/1129. It relates to public secondary offers of outstanding Notes in Austria and to further issues under the Programme identified in applicable Final Terms.

**The Notes are obligations solely of Genesis Collateral House Company. They are not deposits and are not covered by a statutory deposit-guarantee or investor-compensation scheme. Investing in the Notes involves substantial risks, including the possible loss of all invested capital.**

# RESPONSIBILITY AND REGULATORY APPROVAL

## Responsibility statement

GENESIS COLLATERAL HOUSE COMPANY LTD, with registered office at 51 Bracken Road, Dublin, D18 CV48, Ireland, acts as the EEA Programme and European passporting issuer and accepts responsibility for the information contained in this Base Prospectus. To the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import. Series 2026-A-002 remains an obligation of the legal issuer identified in its Pricing Supplement and Global Note.

## Regulatory approval

This Base Prospectus is registered by the Austrian Financial Market Authority under Regulator Register Number [Regulator Register Number] and Regulator Prospectus Identifier [Regulator Prospectus Identifier], with Regulator Approval Date [Regulator Approval Date].

The Austrian Financial Market Authority approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval is not an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment of the suitability of investing in the Notes.

## Irish EEA issuer, existing Series issuer and Austrian public offer

GENESIS COLLATERAL HOUSE COMPANY LTD is registered in Ireland as the EEA Programme and European passporting issuer, with registered office at 51 Bracken Road, Dublin, D18 CV48, Ireland. The existing Series 2026-A-002 issuer is GENESIS Collateral House Company, a North Carolina corporation, as stated in its Pricing Supplement and Global Note. This Base Prospectus provides the disclosure basis for the Austrian public offer described herein. The Programme's industrial operating facility is located at 17-25 Via Ingegno, Building 25, 84087 Sarno (SA), Italy. The Programme website is https://genesis.family.

## Documents comprising the Base Prospectus

- Part I: Prospectus Summary for retail non-equity securities.
- Part II: Austrian public-offer and secondary-resale terms.
- Part III: Programme, Issuer, risk, security, financial and other disclosures.
- Annex 1: Series 2026-A-002 Pricing Supplement, constituting the Final Terms for that Series.
- Annex 2: Opening Statement of Affairs.
- Annex 3: Series 2026-A-002 issue-specific summary.

# PART I - PROSPECTUS SUMMARY

## A. Introduction and warnings

This summary should be read as an introduction to the Base Prospectus. Any decision to invest in the Notes should be based on consideration of the Base Prospectus as a whole. An investor could lose all or part of the invested capital. Where a claim relating to the information contained in this Base Prospectus is brought before a court, the claimant investor might, under national law, bear the costs of translating the Base Prospectus before legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation, where the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or where it does not provide key information to aid investors when considering whether to invest in the Notes.

| | |
|---|---|
| **EEA Programme and Passporting Issuer** | GENESIS COLLATERAL HOUSE COMPANY LTD |
| **Irish Registered Office** | 51 Bracken Road, Dublin, D18 CV48, Ireland |
| **Existing Series 2026-A-002 Issuer** | GENESIS Collateral House Company, North Carolina, USA |
| **Industrial Operating Facility** | 17-25 Via Ingegno, Building 25, 84087 Sarno (SA), Italy |
| **Website** | https://genesis.family |
| **LEI** | 529900OWORDQKD4NG590 |
| **Programme** | GENESIS Collateral House Green Note Issue Programme |
| **Competent Authority** | Austrian Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna, Austria |
| **Regulator Register Number** | [Regulator Register Number] |
| **Regulator Approval Date** | [Regulator Approval Date] |

## B. Key information on the Issuer

### Who is the Issuer?

GENESIS COLLATERAL HOUSE COMPANY LTD is the Irish EEA Programme and European passporting issuer, with registered office at 51 Bracken Road, Dublin, D18 CV48, Ireland. The existing Series 2026-A-002 legal issuer is GENESIS Collateral House Company, a North Carolina corporation incorporated in February 2026 under Entity No. 3214399, as identified in its Pricing Supplement and Global Note. The Programme is industrially operative from the waste-transfer infrastructure hub at 17-25 Via Ingegno, Building 25, 84087 Sarno (SA), Italy. The Company's website is https://genesis.family.

The Board of Directors consists of Alfred Schedler and Jairo Restrepo Chavez. Executive and governance functions include Eugen Daniel Anca as Chief Financial Officer, Chiara Maria Muller as

Corporate Secretary, Dr. Thomas Sasse as Director of Compliance and Helmut Koenig as Head of Board Advisor.

### What is the Issuer's key financial information?

| | |
|---|---|
| Reporting date | 2 February 2026 / opening statement of affairs |
| Sales revenue | USD 0 (Clean and clear SPV status) |
| Profit or loss | USD 0 (Clean and clear SPV status) |
| Total assets | USD 10,000,000 |
| Total equity | USD 10,000,000 |
| Total liabilities | USD 0 |
| Audit status | Management-prepared opening statement; no independent audit opinion is included |
| Collateral under Management | USD >27,000,000,000 |

### What are the key risks specific to the Issuer?

- The Issuer was incorporated in February 2026 and has no material operating or revenue history.
- The financial information consists of a management-prepared opening statement and does not include an independent audit opinion.
- The Issuer depends on related parties and external service providers for collateral, liquidity coordination, custody, calculation, settlement and operational functions.
- The Issuer's simultaneous roles as issuer, collateral agent and security trustee create material conflicts of interest, and no independent indenture trustee is appointed for Series 2026-A-002.
- The Issuer's ability to pay principal and interest depends on funding, collateral enforceability, collateral value and operational execution; secured status does not guarantee payment.

## C. Key information on the Notes

### What are the main features of Series 2026-A-002?

| | |
|---|---|
| **Title** | 6.50% Senior Secured Green Notes due 3 June 2036, Series 2026-A-002 |
| **ISIN / WKN** | USU3712QAA05 / A4EZG0 |
| **Currency and denomination** | USD; USD 1,000 per Note |
| **Series cap** | USD 5,000,000,000 |
| **Initially issued** | USD 500,000,000 |
| **Interest** | 6.50% per annum, payable semi-annually on 3 June and 3 December |
| **Maturity and redemption** | 3 June 2036; 100% of principal plus accrued and unpaid interest |
| **Status** | Senior secured, unsubordinated and non-convertible obligations solely of the Issuer |
| **Guarantee** | None |

| | |
|---|---|
| **Clearing** | Euroclear Bank SA/NV and Clearstream Banking S.A. under the New Safekeeping Structure |
| **Governing law** | New York law |

The Notes are represented by a single permanent Regulation S registered electronic global note. No Rule 144A or DTC position forms part of Series 2026-A-002. Transfers are effected through the relevant clearing-system participants and remain governed by applicable law, market rules and the U.S. transfer restrictions described in this Base Prospectus.

### Where are the Notes traded now and following prospectus registration?

Until registration and publication of this Public Programme Prospectus, Series 2026-A-002 is traded under the existing exchange arrangements on the Vienna MTF and Frankfurt Open Market. Following registration and publication of this Public Programme Prospectus, Series 2026-A-002 will be made accessible for public secondary-market trading and resale through the Vienna and Frankfurt markets and any applicable dual-listed exchange for which trading has been activated. Orders and settlement will be handled by authorised exchange participants through the applicable clearing and settlement systems. No assurance is given that an active or liquid market will develop or that any order will be executed at a particular price.

### What are the key risks specific to the Notes?

- Investors may lose all or part of their investment if the Issuer defaults or the collateral cannot be realised in full and on time.
- The initial certificate-of-deposit collateral matures before the Notes and is exposed to renewal, substitution, transfer, custody, Mexican-law and governmental-action risks.
- There may be no active or liquid secondary market, and market prices may be volatile or materially below principal amount.
- Payments are in U.S. dollars, creating currency risk for investors whose functional currency is not U.S. dollars.
- The green designation is not a certification of compliance with the EU Green Bond Standard, the EU Taxonomy or the ICMA Green Bond Principles, and no external second-party opinion has been obtained.
- The Notes are Regulation S securities and remain governed by U.S. securities-law transfer restrictions. Austrian prospectus registration does not register the Notes under the U.S. Securities Act.

## D. Key information on the Austrian public offer

| | |
|---|---|
| **Nature of offer** | Secondary public resales of outstanding Notes and public offers of further issues identified in Final Terms |
| **Offer jurisdiction** | Austria and each EEA Member State identified by an applicable regulator passport notification |
| **Offer Commencement Date** | [Public Offer Commencement Date] |
| **Offer Closing Date** | [Public Offer Closing Date] |
| **Offer price** | The price quoted by the relevant financial intermediary or determined on the trading venue, plus accrued interest and transaction costs where applicable |
| **Minimum purchase** | One Note of USD 1,000, together with intermediary account and distribution requirements |
| **Settlement** | Through Euroclear/Clearstream participants in accordance with the applicable market settlement cycle |
| **Issuer proceeds** | The Issuer receives no proceeds from a secondary sale between investors |
| **Investor expenses** | Disclosed by the relevant financial intermediary before the investor is bound |

### Why is this Base Prospectus being produced?

The Base Prospectus provides the disclosure basis for Austrian public secondary offers of the Notes and qualifying further issues under the Programme. Series 2026-A-002 was issued outside the United States in reliance on Regulation S. This Base Prospectus does not create a new security, alter the Global Note or convert the Notes into U.S.-registered securities.

# PART II - AUSTRIAN PUBLIC OFFER AND SECONDARY RESALE TERMS

## 1. Scope

This Base Prospectus may be used for offers of the Notes to the public in Austria during its validity period. An offer in another EEA Member State is identified by the applicable Regulator Passport Notification Number. Exchange admission, market-maker appointment, order entry, execution and settlement are separate processes.

## 2. Subsequent resales and placement through financial intermediaries

A subsequent resale or final placement may constitute an offer of securities to the public. No additional prospectus is required where this Base Prospectus is valid and duly supplemented and the Issuer has consented in writing to its use by the relevant financial intermediary in accordance with Article 5 of Regulation (EU) 2017/1129.

## 3. Consent to use this Base Prospectus

The Issuer consents to the use of this Base Prospectus and the applicable Final Terms by each authorised credit institution or investment firm identified in the Authorised Financial Intermediary Register for subsequent resale or final placement of the Notes in the territories and during the periods stated below. The Issuer accepts responsibility for the content of this Base Prospectus with respect to such authorised use.

| | |
|---|---|
| **Authorised Financial Intermediary Register** | [Authorised Financial Intermediary Register] |
| **Issuer Prospectus Publication Website** | [Issuer Prospectus Publication Website] |
| **Consent Commencement Date** | [Consent Commencement Date] |
| **Consent Closing Date** | [Consent Closing Date] |
| **Public Offer Commencement Date** | [Public Offer Commencement Date] |
| **Public Offer Closing Date** | [Public Offer Closing Date] |
| **Territory** | Austria and each EEA Member State identified by a Regulator Passport Notification Number |
| **Regulator Passport Notification Number** | [Regulator Passport Notification Number] |
| **Permitted securities** | Series 2026-A-002 and each other Series identified in applicable Final Terms |

Each financial intermediary using this Base Prospectus identifies itself and provides investors, at the time of the offer, with the terms and conditions of its offer, including the total price, accrued interest, fees, commissions and settlement arrangements.

## 4. Offer price and price formation

Secondary-market prices are determined by supply and demand, interest rates, credit perceptions, collateral information, remaining maturity, liquidity, currency conditions and intermediary pricing. The offer price may be above or below the original issue price or principal amount. Unless a primary further issue is identified in Final Terms, amounts paid by a secondary buyer are paid to the selling holder and are not proceeds of the Issuer.

## 5. Subscription, allocation, delivery and settlement

- Orders may be placed through an authorised financial intermediary or a member of the relevant trading venue.

- The intermediary discloses the total price, accrued interest, fees, commissions and expected settlement date before the investor is bound.
- Delivery is effected through Euroclear and Clearstream participant accounts on a delivery-versus-payment basis or another settlement method permitted by the applicable rules.
- Legal title and beneficial interests are determined by the Global Note, the Registrar's records, the ICSD records and applicable account rules.
- Failed or delayed settlement may result from insufficient cash or securities, account restrictions, sanctions controls, mismatched instructions or clearing-system disruptions.

### 6. Retail distribution, PRIIPs and MiFID II

The manufacturer and each distributor determine the PRIIPs classification of the Notes and provide a key information document where Regulation (EU) No 1286/2014 requires one. Each distributor applies its MiFID II product-governance, target-market, suitability and appropriateness arrangements.

### 7. U.S. transfer restrictions

Series 2026-A-002 remains a Regulation S-only Series represented by one Regulation S Global Note through Euroclear and Clearstream. Registration and publication of this Base Prospectus in Austria does not register the Notes under the U.S. Securities Act, create a Rule 144A tranche, create DTC eligibility or permit an offer or sale in the United States except pursuant to an available exemption and the terms of the Global Note.

## PART III - PROGRAMME, ISSUER AND SECURITIES DISCLOSURE

The following sections contain the Programme, issuer, risk, security, financial and other disclosures applicable to the Notes and each Series identified in its Pricing Supplement. GENESIS COLLATERAL HOUSE COMPANY LTD, registered at 51 Bracken Road, Dublin, D18 CV48, Ireland, is the EEA Programme and European passporting issuer. The existing Series 2026-A-002 legal issuer remains the entity stated in its Pricing Supplement and Global Note. The Programme operates industrially from 17-25 Via Ingegno, Building 25, 84087 Sarno (SA), Italy, and publishes information at https://genesis.family.

**Further Series serials will be issued in Swiss francs, euros and any other applicable currency, including a blockchain-based currency or unit of account. Each such Series is identified and disclosed in its applicable Pricing Supplement.**

# PUBLIC PROGRAMME PROSPECTUS

## GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME

## USD 5,000,000,000 Maximum Aggregate Principal Amount per Series of Senior Secured Green Notes Issued from Time to Time

### PUBLIC PROGRAMME PROSPECTUS

This Base Prospectus establishes the GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME under which Genesis Collateral House Company, a North Carolina corporation (the Company or Issuer), may issue senior secured green notes from time to time in separate Series. Each Series has a maximum aggregate principal amount of USD 5,000,000,000. The data and terms for each Series are disclosed only in its applicable Pricing Supplement, which constitutes the Final Terms for that Series. The Pricing Supplement specifies the Series serial number, issue amount, denomination, price, currency, interest terms, maturity, security, offering restriction, listing or trading venue, clearing system and other Series-specific terms. Additional USD Series use the same identifiers and are distinguished by their Series serial numbers; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new currency-specific identifiers. Each Series is represented by exactly one Global Note and uses the offering and settlement structure selected in its Pricing Supplement. No Series may be split between a Regulation S Global Note and a Rule 144A/DTC Global Note. This Base Prospectus does not itself issue or offer any Series without an applicable Pricing Supplement.

Notes of a Series will be secured by the collateral and security interests specified in the applicable Final Terms and Security Documents. The Notes will be obligations solely of the Company and will not be guaranteed by any affiliate unless the applicable Final Terms and executed Transaction Documents expressly provide otherwise.

A Series may be offered and sold outside the United States to non-U.S. persons in offshore transactions in reliance on Regulation S, or in the United States to persons reasonably believed to be Qualified Institutional Buyers in reliance on Rule 144A following an exempt private placement, but only as specified in its Final Terms. Each Series uses one of those structures and one corresponding Global Note; it is not divided between both structures. Unless separately registered, Notes have not been and will not be registered under the Securities Act of 1933, as amended.

Any application for admission to trading, listing, quotation or market making will relate only to the Series, Global Note, identifiers and maximum amount specified in the applicable Final Terms and application documents. Admission to an exchange or multilateral trading facility does not, of itself, constitute an offer of Notes to the public.

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

Each Series will be issued in registered form in the denomination specified in its Pricing Supplement and represented by one Global Note only. A Regulation S Series may use an e-GN under the New Safekeeping Structure through Euroclear Bank SA/NV and Clearstream Banking S.A.; a Rule 144A Series may use a Restricted Global Note through DTC. The selected structure and clearing system are fixed in the applicable Pricing Supplement and Global Note. Additional USD Series use the same identifiers and are distinguished by their Series serial numbers; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new currency-specific identifiers.

THE NOTES OF EACH SERIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, UNLESS THE APPLICABLE FINAL TERMS EXPRESSLY STATES OTHERWISE. EACH SERIES MAY BE OFFERED AND TRANSFERRED ONLY UNDER THE OFFERING RESTRICTION AND SINGLE GLOBAL-NOTE STRUCTURE SPECIFIED IN ITS FINAL TERMS AND IN COMPLIANCE WITH APPLICABLE LAW.

The Notes carry an A- rating for the Note Issue Programme from Egan-Jones as of April 29, 2026.

The original Base Prospectus is dated 4 July 2026. This Version 25 is dated 11 August 2026 and applies to each Series issued under the Programme together with its applicable Final Terms. Exchange, clearing and institutional OTC arrangements apply only where selected and documented for the relevant Series.

PUBLIC PROGRAMME PROSPECTUS

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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 Base Prospectus. 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 Base Prospectus is accurate as of any date other than its date.

A Series is offered and sold only under the offering restriction selected in its Final Terms: either outside the United States to non-U.S. persons in offshore Regulation S transactions or, following an exempt private placement, in the United States to persons reasonably believed to be QIBs in reliance on Rule 144A. A Series is not issued under both structures. Any EEA placement must comply with the investor category and exemption specified for that Series. This Base Prospectus and the applicable Final Terms contain the disclosure for the relevant public offer.

Until registration and publication of this Public Programme Prospectus, Series 2026-A-002 remains traded under the existing Vienna MTF and Frankfurt Open Market arrangements. Following registration and publication, the Series will be made accessible for public secondary-market trading and resale through the Vienna and Frankfurt markets and any applicable dual-listed exchange for which trading has been activated. Each intermediary and person making an offer remains responsible for compliance with the EU Prospectus Regulation, PRIIPs, MiFID II and applicable national law.

EEA retail and PRIIPs. The permitted investor category and any retail restriction are specified separately for each Series. For EEA retail distribution, the responsible manufacturer and distributor determine the PRIIPs classification and provide a key information document where required. Each distributor remains responsible for its own product classification, target-market, product-governance, suitability and appropriateness analysis.

United Kingdom. The Notes are not intended to be offered, sold or otherwise made available to retail investors in the United Kingdom. No key information document required by the UK PRIIPs regime has been prepared. Any offer in the United Kingdom must be made only in circumstances in which the applicable UK prospectus, financial-promotion and distribution requirements are satisfied or an exemption applies.

You should not consider any information in this Base Prospectus 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 |
| **Issuer Agent and Registrar; placement role where appointed** | GT Securities, Inc.; Registrar and issuer-agent functions. Any placement, broker-dealer or U.S. distribution role applies only where separately appointed for the Series specified in its Final Terms. |

| Function | Institution |
|---|---|
| **Listing bank / trading or market-making roles** | Baader Bank AG may act for a Frankfurt-admitted Series. A separate eligible Vienna trading participant must be appointed and activated for a Vienna-admitted Series. Each role applies only where specified in the Final Terms and admission documents. |
| **Payment Funding Coordinator and Investment Manager (EU)** | FE Capital S.à r.l., coordinating liquidity, account administration and funding instructions with the Issuer, DUNHAM where applicable and designated account banks. The Issuer remains solely liable. |
| **Administrative Paying Agent, Calculation/Data-Processing and Transfer Agent (non-cash-moving)** | Securities Transfer Corporation, where appointed for a Series; calculation, reconciliation, reporting and transfer-agent functions only. STC does not move money. |
| **DUNHAM U.S. Fiduciary Asset Manager and Custody Administrator** | DUNHAM Trust Company, a state-regulated trust company acting as Trustee for the GENESIS Family Trust 2026; U.S. fiduciary asset administration, investment oversight and custody coordination through segregated accounts with multiple regulated institutional banking custodians of recognised international standing. This is separate from the NSS Common Safekeeper role. |
| **Indenture / Indenture Trustee** | As specified in the applicable Final Terms and Transaction Documents; none is implied solely by quotation, clearing or admission. |
| **DTC/FAST and DWAC Agent** | Securities Transfer Corporation only for a Series whose Final Terms selects a Rule 144A Restricted Global Note through DTC; not applicable to a Regulation S/ICSD Series. |
| **Common Safekeeper (Regulation S e-GN)** | The common safekeeper allocated or elected under the applicable ICSD procedures, only for a Series whose Final Terms selects a Regulation S e-GN under NSS. |
| **Clearing Systems** | Exactly one clearing structure per Series: DTC for a Rule 144A Series, or Euroclear/Clearstream for a Regulation S NSS Series, as specified in the Final Terms. |
| **U.S. Depositary** | Only if appointed and identified in the applicable Final Terms and Transaction Documents. |
| **Collateral Pledgor** | AVIS Global Green Energy Fund Ltd |

**ABOUT THIS BASE PROSPECTUS**

Notes of a Series are created and documented only on the Issue Date specified in the applicable Pricing Supplement and upon execution of that Series' single Global Note.

This Base Prospectus was originally dated 4 July 2026 and is issued as Version 25 on 11 August 2026. It is the reusable base disclosure document for the Programme. A listing, admission, Rule 144A placement, Regulation S placement, DTC position, ICSD position or OTC arrangement applies only if selected and documented in the applicable Series Final Terms and related Transaction Documents.

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 REGISTERED ELECTRONIC GLOBAL NOTE (e-GN) IS SUBJECT TO A 40-DAY DISTRIBUTION COMPLIANCE PERIOD AS DESCRIBED IN THIS BASE PROSPECTUS. 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 Base Prospectus. The Company has not authorized any other person to provide information different from that contained in this Base Prospectus.

**FORWARD-LOOKING STATEMENTS**

This Base Prospectus 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 Base Prospectus 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 legally distinct capacities as Collateral Agent and Security Trustee for the benefit of Noteholders, responsible for monthly collateral valuation reporting, maintenance of the Collateral Coverage Ratio and enforcement administration under the Security Documents. No separate Indenture Trustee is appointed for the current Notes.

**"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 form of the Regulation S e-GN may not be offered or sold to, or for the account or benefit of, a U.S. Person or within the United States.**

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

**"EU Prospectus Regulation"** means Regulation (EU) 2017/1129 of the European Parliament and of the Council, as amended from time to time.

"**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.

**"Administrative Paying Agent" or "Paying Agent" means Securities Transfer Corporation ("STC"), appointed under the applicable agency arrangements solely for administrative paying-agent, calculation, data-processing, reporting and transfer-agent functions and, where a Final Terms selects DTC, FAST/DWAC functions. STC collects and reconciles the Register and available issue-level position, settlement and corporate-action reports; calculates aggregate coupon, redemption and other amounts due; maintains schedules and records; and reports amounts and timing to the Issuer, FE Capital S.à r.l., DUNHAM Trust Company where applicable and the relevant account banks. STC does not receive, hold, safeguard, transmit, settle or disburse cash and does not execute the banking leg of a primary issuance, secondary-market trade, coupon, redemption or enforcement distribution.**

**"DUNHAM U.S. Fiduciary Asset Manager and Custody Administrator" means DUNHAM Trust Company, a state-regulated trust company acting as Trustee for the GENESIS Family Trust 2026 and as the U.S. fiduciary asset-administration, investment-oversight and custody-coordination provider for fund and trust assets entrusted to it. DUNHAM administers a multi-custodian safekeeping structure using segregated accounts maintained with DUNHAM and multiple regulated institutional banking custodians and depositary institutions of recognised international standing. DUNHAM's role relates to the administration and safekeeping of fund, trust and collateral assets. DUNHAM is not the ICSD Common Safekeeper of the Regulation S e-GN, the Indenture Trustee, Paying Agent, Registrar, calculation agent, Market Maker or Note enforcement agent.**

**"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.

"Payment Funding Coordinator" means FE Capital S.à r.l., acting with the Issuer and, where applicable, DUNHAM Trust Company to coordinate liquidity, account administration and timely funding instructions with the Issuer's designated account banks. The Issuer remains solely responsible for all amounts due under each Series.

"**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.

**"Regulation S Notes" means Notes of a Series whose applicable Pricing Supplement selects an offshore Regulation S offering and one registered electronic Global Note under NSS through Euroclear and Clearstream. The Pricing Supplement states the Series serial number and repeats the applicable identifiers. Additional USD Series use the same identifiers; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new currency-specific identifiers.**

**"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 Base Prospectus and designated as a Security Document by the parties thereto.

**“Settlement Date”** means the Issue Date specified in the applicable Final Terms, 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 this Base Prospectus, the applicable Final Terms, the single executed Global Note for the relevant Series, the applicable Security Documents, agency arrangements, fiduciary and custody arrangements, selected clearing-system documents, and any admission, market-making, placement or trading documents expressly identified or incorporated for that Series.

**"Vienna MTF"** means the multilateral trading facility operated by Wiener Börse AG under its Rulebook "Vienna MTF", as amended from time to time.

## 1. SUMMARY

This Base Prospectus governs Notes issued from time to time in separate Series. The applicable Pricing Supplement selects the offering restriction, investor category, venue, clearing structure and all commercial terms for that Series. Each Series has a USD 5,000,000,000 maximum aggregate principal amount and exactly one Global Note. The offering of one Series does not issue, amend or describe another Series.

The collateral, coverage ratio and maintenance requirements applicable to each Series are specified in its Final Terms and Security Documents. Programme-level descriptions of eligible collateral do not pledge an asset to a Series unless the applicable Security Documents do so.

### 1.1 Corporate Profile and Ownership

| | |
|---|---|
| **Legal name** | **GENESIS COLLATERAL HOUSE COMPANY** |
| **Date of foundation** | February 2, 2026 (effective date of incorporation and registration); formal registration documents delivered February 6, 2026 |
| **Companies Register** | North Carolina Secretary of State; Entity / Registration No. 3214399 |
| **Registered office** | 4111-E Rose Lake Drive, Charlotte, North Carolina 28217, USA |
| **Principal executive office** | 10390 Ashton Avenue, Los Angeles, California 90024, USA |
| **LEI** | 529900OWORDQKD4NG590 |
| **EIN / Tax ID** | 30-1480852 |

Monkey Rock Group Inc. holds 100% of the issued share capital of the Issuer. No other shareholder holds an interest exceeding 5%.

### 1.2 Business Activity, Historical Development and Group Structure

The Issuer is a North Carolina special-purpose corporation established in February 2026. It acts as issuer of the GENESIS Green Note Programme and as Collateral Agent and Collateral Manager for the security package supporting the Notes. Its activities comprise custodial holding and administration of bank assets, cash and cash equivalents, precious metals and eligible project assets; collateral monitoring, valuation and reporting; and enforcement coordination for Noteholders. As a newly formed entity, the Issuer has no material operating history or revenue history.

STC acts as Administrative Paying Agent and transfer agent on a non-cash-moving basis where appointed for a Series, performing calculation, data-processing, reporting and reconciliation functions. FE Capital S.à r.l. coordinates liquidity and designated-account funding with the Issuer and, where applicable, DUNHAM Trust Company and the relevant account banks. DUNHAM Trust Company administers fiduciary, custody and designated-account arrangements where appointed. A clearing system, common safekeeper or depositary acts only for a Series whose Final Terms selects that structure. The Issuer remains solely liable for all principal, interest and other amounts due.

### 1.3 Administration, Management and Supervisory Bodies

| | |
|---|---|
| **Board of Directors** | **Alfred Schedler, Director; Jairo Restrepo Chavez, Director** |
| **Executive management** | Eugen Daniel Anca, Chief Financial Officer |
| **Corporate governance** | Chiara Maria Muller, Corporate Secretary |

| | |
|---|---|
| **Compliance** | Dr. Thomas Sasse, Director of Compliance |
| **Board advisory** | Helmut Koenig, Head of Board Advisor |
| **Supervisory function** | No separate supervisory board is constituted; oversight is exercised by the Board of Directors in accordance with the Articles of Incorporation and Bylaws. |

## 2. THE OFFERING

| **Term** | **Details** |
|---|---|
| **Issuer** | Genesis Collateral House Company, a North Carolina corporation. See Section 1.1 for corporate particulars and ownership information. |
| **LEI** | 529900OWORDQKD4NG590 |
| **Maximum amount per Series** | USD 5,000,000,000 maximum aggregate principal amount for each Series; actual issue amount and amount outstanding specified in the applicable Final Terms and Register. |
| **Series** | Specified exclusively in the applicable Pricing Supplement. |
| **Currency** | Specified exclusively in the applicable Pricing Supplement. |
| **Indenture / Indenture Trustee** | Specified in the applicable Final Terms and Transaction Documents where required. |
| **DUNHAM U.S. Fiduciary Asset Manager and Custody Administrator** | DUNHAM Trust Company, a state-regulated trust company acting as Trustee for the GENESIS Family Trust 2026. DUNHAM provides U.S. fiduciary asset administration, investment oversight, custody reconciliation and coordination of a multi-custodian safekeeping structure using segregated accounts with multiple regulated institutional banking custodians and depositary institutions of recognised international standing. |
| **Payment Funding Coordinator and Investment Manager (EU)** | FE Capital S.à r.l. coordinates liquidity, account administration and funding instructions with the Issuer, DUNHAM where applicable and designated account banks. The Issuer remains solely liable. |
| **Placement agent / lead manager** | Appointed separately for a Series and identified in its Final Terms where applicable. |
| **Issuer Agent** | GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094 |

| Term | Details |
|---|---|
| **Collateral Agent and Security Trustee** | Genesis Collateral House Company, acting in legally distinct capacities as Collateral Agent and Security Trustee for the benefit of Noteholders, responsible for collateral valuation, maintenance of the Collateral Coverage Ratio and enforcement administration under the Security Documents. No separate Indenture Trustee is appointed. |
| **Listing bank / market maker** | Appointed only for a Series admitted to the relevant venue and identified in its Final Terms and admission documents. |
| **Administrative Paying / Calculation / Data-Processing / Reporting Agent** | Securities Transfer Corporation where appointed; non-cash-moving calculation, reconciliation and reporting only. |
| **DTC/FAST/DWAC role** | Securities Transfer Corporation only for a Series whose Final Terms selects DTC. |
| **Collateral Pledgor** | AVIS Global Green Energy Fund Limited (AGGEF), private limited company, Ireland (registration no. 557493) |
| **LEI** | 89450043NCQHERFAEV55 |
| **Dealers and markets** | **Specified separately for each Series in the applicable Final Terms and appointment or admission documents.** |
| **Registrar** | GT Securities, Inc., unless another Registrar is specified in the applicable Final Terms. |
| **Notes** | Senior secured green notes issued in separate Series, each capped at USD 5,000,000,000 and represented by exactly one Global Note. |
| **Issue Date** | Specified exclusively in the applicable Pricing Supplement. |
| **Maturity Date** | Specified exclusively in the applicable Pricing Supplement. |
| **Regulation S identifiers** | For USD Series, the Programme identifiers remain the same and are repeated in the applicable Pricing Supplement; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new currency-specific identifiers. |
| **Issuer Short** | Specified in the applicable Pricing Supplement. |

| Term | Details |
|---|---|
| **ISIN** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **CUSIP** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **FISN** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **ISO CFI** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **Programme / operational references** | Specified in the applicable Final Terms and clearing-system documents. |
| **WKN** | For USD Series, the applicable identifier remains the same and is repeated in the Pricing Supplement; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier where applicable. |
| **Common Code** | For USD Series, the applicable ICSD identifier remains the same and is repeated in the Pricing Supplement; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific ICSD identifier where applicable. |
| **Common Service Provider** | Allocated under ICSD procedures for an NSS Series; not appointed by STC. |
| **Legal Form** | One Global Note per Series; the form is selected in the applicable Final Terms. |
| **Safekeeping Structure** | One structure per Series: DTC book-entry for a Rule 144A Series or NSS through Euroclear/Clearstream for a Regulation S Series. |

| Term | Details |
|---|---|
| **Rule 144A identifiers** | For a Rule 144A/DTC Series, the applicable identifiers are stated in its Pricing Supplement and transaction documents. |
| **Issuer Short** | Specified in the applicable Pricing Supplement. |
| **ISIN** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **CUSIP** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **FISN** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **ISO CFI** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **Issue Description** | For USD Series, the applicable identifier or description remains the same and only the Series serial number changes. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive a new currency-specific identifier or description, stated in the Pricing Supplement. |
| **Interest Rate** | Specified exclusively in the applicable Pricing Supplement. |
| **Interest Payment Dates** | Specified exclusively in the applicable Pricing Supplement. |
| **Collateral** | Specified in the applicable Final Terms and Security Documents. |
| **Collateral Coverage and Maintenance** | Collateral coverage at settlement: 120%. 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. |

| Term | Details |
|---|---|
| **Ranking** | Specified in the applicable Final Terms; unless otherwise stated, senior secured, unsubordinated and non-convertible. |
| **Use of Proceeds** | Specified in the applicable Pricing Supplement. Only primary issuance and tap proceeds received into an Issuer-designated account are Issuer proceeds. |
| **Applicable Law** | Specified in the applicable Final Terms and Transaction Documents. |
| **Listing / quotation / trading** | Specified separately for each Series; no venue, clearing or trading status applies unless documented for that Series. |
| **Rating** | A- |
| **Clearing, safekeeping, settlement and payments** | One Global Note and one clearing structure per Series. STC calculates and reports but does not move funds; the Issuer funds the selected clearing channel through designated account banks. |
| **Trading, market making and data** | **Applicable only as specified for the Series. Trading data supports reconciliation but does not determine payment entitlements or transfer funds.** |
| **Compliance (EU)** | Applicable requirements depend on the offering basis, investor category and venue selected in the Final Terms. |
| **Compliance (US)** | Applicable requirements depend on the offering basis and clearing structure selected in the Final Terms. |

## 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's effective date of incorporation and registration is February 2, 2026, and the formal registration documents were delivered on February 6, 2026. The Company has no operating history or revenues. Its management-prepared Opening Statement of Affairs dated February 6, 2026 is included as Annex 2. The Opening Statement is unaudited and states that no independent auditor had been formally appointed as of its stated balance-sheet date. The absence of audited historical financial statements limits the information available 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.

**Rule 144A/DTC and U.S. institutional OTC risks. These risks apply only to a Series whose Final Terms selects a Rule 144A offering and one Restricted Global Note through DTC. Any quotation or trading through a FINRA member or OTC Link ATS remains subject to broker-dealer access, security eligibility, platform acceptance, applicable FINRA rules and federal securities law. No eligibility, quotation, liquidity or registration is assured. A Rule 144A Series remains restricted and is not SEC registered or exchange listed unless its Final Terms and Transaction Documents expressly provide otherwise.**

**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.** The CDs mature on October 12, 2027, prior to the Maturity Date of the applicable Series. 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.

**Public secondary-market activation and resale risk. Until registration and publication of this Public Programme Prospectus, Series 2026-A-002 remains traded under the existing Vienna MTF and Frankfurt Open Market arrangements. Following registration and publication, the Series will be made accessible for public secondary-market trading and resale through the Vienna and Frankfurt markets and any applicable dual-listed exchange for which trading has been activated. Each resale or placement remains subject to the EU Prospectus Regulation, PRIIPs, MiFID II and applicable national law, and public accessibility does not assure liquidity, continuous quotation or execution at a particular price.**

**Market-making, trade-data and liquidity risk. A market maker, listing bank, broker-dealer, venue or reporting arrangement applies only if appointed for the relevant Series. Trading and reporting data may support reconciliation but do not transfer funds or determine Noteholder entitlements. No active or liquid market, continuous quotation, order execution or particular trading price is assured for any Series.**

**Interest and principal entitlements are determined from settled positions at the applicable record date under the selected clearing-system procedures. STC's calculation and reporting do not constitute funding and do not assure payment. Payment depends on the Issuer causing sufficient cleared funds to be available through its designated account banks and on receipt, reconciliation and allocation through the clearing system and participant-bank channels selected for that Series. Operational failures, sanctions screening, funding shortfalls or record mismatches may delay or prevent payment. A holder whose functional currency differs from the payment currency specified in the Final Terms is exposed to exchange-rate movements and conversion costs.**

**Investment strategy, DUNHAM fiduciary administration, custody-network and market risks. The Company's strategy is subject to technological change, regulatory uncertainty, execution risk, capital intensity and long development timelines. FE Capital and, where applicable, DUNHAM administer investment, fiduciary, custody and designated-account arrangements, but neither STC's calculations nor those management arrangements guarantee investment performance, project profitability or sufficient cash generation to pay interest or principal. The use of institutional custodians does not eliminate operational, custody, insolvency, sanctions or realisation risks.**

**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 and absence of an independent indenture trustee. The Company acts concurrently as Issuer and as Collateral Agent and Security Trustee for the benefit of Noteholders. Although those capacities are legally distinct, the concurrent roles may give rise to actual or potential conflicts of interest, particularly following an Event of Default. No separate indenture trustee has been appointed for the current Notes. Noteholders therefore rely on the Security Documents, their direct direction and enforcement rights in Section 7.7, and the right of directing Noteholders to appoint a professional enforcement agent where the Company does not act promptly. The absence of an independent indenture trustee may increase enforcement delay, coordination and cost risk.

### 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 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 AND FINANCIAL INFORMATION

The following selected figures are derived from the management-prepared, unaudited Opening Statement of Affairs dated February 6, 2026, reproduced in Annex 2. The USD 0 sales revenue and USD 0 profit or loss reflect the Company's clean and clear SPV status as at the reporting date. The equity ratio is calculated as total equity divided by total assets. Collateral under Management exceeded USD 27,000,000,000 and is disclosed separately from the Company's total assets and equity because it is held or administered in a fiduciary capacity for the benefit of Noteholders. No comparative financial-year figures are available because the Company was incorporated on February 6, 2026.

| | |
|---|---|
| **Sales revenue** | **USD 0 (Clean and clear SPV status)** |
| **EBIT** | USD 0 |
| **Earnings before tax** | USD 0 |
| **Profit/(loss)** | **USD 0 (Clean and clear SPV status)** |
| **Total assets** | USD 10,000,000 |
| **Total equity** | USD 10,000,000 |
| **Equity ratio** | 100.0% |

| | |
|---|---|
| **Total liabilities** | USD 0 |
| **Collateral under Management** | USD >27,000,000,000 |

As of February 6, 2026, the Company's issued and fully paid share capital was USD 10,000,000, represented by 1,000,000 ordinary shares with a par value of USD 10.00 each. The Company reported no retained earnings and no liabilities at that date. Collateral under Management of more than USD 27,000,000,000 is not recognised as an asset of the Company in the Opening Statement of Affairs.

Any admission or listing application and the amount issued are Series-specific and are stated only in the applicable Pricing Supplement and admission documents. No Programme-level statement constitutes an application for a particular Series.

## 5. USE OF PROCEEDS

Net proceeds received by the Company from a primary issuance or later tap may be used for the purposes specified in the applicable Final Terms, including eligible green projects, collateral acquisition, working capital, liquidity management and offering expenses. Only primary issue or tap proceeds transferred to an Issuer-designated account are Issuer proceeds. Those proceeds may be administered under the applicable FE Capital and DUNHAM arrangements.

Pending application, primary issuance and tap proceeds may be held in cash or cash-equivalent instruments. Secondary-market purchase prices pass between buyer and seller through trading, clearing, settlement and participant-bank channels; they are not Issuer proceeds and are not available for project deployment. Managed proceeds are applied on a best-efforts basis, and no project profit or investment return sufficient for coupon or maturity payments is guaranteed.

## 6. DESCRIPTION OF NOTES

### 6.1 General

The Company may issue additional USD Series under the Programme using the same identifiers, with each Series distinguished by its Series serial number. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new identifiers. All Series-specific data and terms are stated only in the applicable Pricing Supplement.

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 accrues at the rate, from the date, on the payment dates and under the day-count convention specified in the applicable Final Terms and Global Note.

For each Interest Payment Date, STC, as non-cash-moving Administrative Paying Agent and calculation, data-processing and reporting agent, calculates the aggregate coupon due for the single Global Note representing the applicable Series using the rate, day-count convention, amount outstanding and record date specified in the Final Terms and Note. STC reconciles available Registrar and clearing-system information and reports the amount and timetable to the Issuer, FE Capital, DUNHAM where applicable and the relevant account banks. STC does not receive, hold, safeguard, transmit, settle or disburse cash. The Issuer remains solely liable and shall cause its designated bank to make cleared funds available through the single clearing channel selected for that Series, which allocates received and reconciled funds to participants. Trading prices and beneficial-buyer identities do not determine the calculation.

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

Each Series comprises the number and denomination of Notes specified in its Final Terms, subject to a USD 5,000,000,000 maximum aggregate principal amount. Each Series is represented by exactly one Global Note and one clearing position. A Regulation S Series may use one registered electronic Global Note under NSS through Euroclear and Clearstream. A Rule 144A Series may use one Restricted Global Note through DTC. A Series may not use both structures.

STC acts as non-cash-moving Administrative Paying Agent and as calculation, data-processing, reporting and transfer agent where appointed for a Series. It performs DTC/FAST/DWAC administration only for a Series whose Final Terms selects a Rule 144A Restricted Global Note through DTC. For a Regulation S e-GN under NSS, it reconciles the Register with available issue-level ICSD records and reports aggregate payment amounts and timing. STC does not receive, hold, safeguard, transmit, settle or disburse cash. Each Series is represented by exactly one Global Note and uses one clearing structure. Definitive Notes are issued only in the limited circumstances specified in that Global Note. The executed Global Note and applicable Final Terms prevail over inconsistent programme terms to the extent permitted by law.

Any exchange or MTF admission applies solely to the Series, Global Note, serial number, identifiers and amount specified in its Pricing Supplement and admission documents. No admission of one Series includes or affects another Series.

6.5 Amendments and Modifications

Certain amendments, modifications, or waivers of the terms of the Notes 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 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, acting in its legally distinct capacity as Collateral Agent and Security Trustee for the benefit of Noteholders, as more particularly described in Section 7.2. Enforcement is governed by the Security Documents and the direct Noteholder direction rights in Section 7.7; no separate Indenture Trustee is appointed for the current Notes.

### 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 Maturity Date of the applicable Series. 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, with reports made available to FE Capital S.à r.l., the Registrar and Noteholders in accordance with the Transaction Documents. 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 Base Prospectus. 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. Insurance proceeds shall be paid to the pledged collateral or enforcement account designated under the Security Documents for application through the enforcement waterfall. The insurance policy may not be cancelled or materially amended without the written consent of Noteholders holding not less than 66⅔% in aggregate principal amount of the outstanding Notes. 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 Noteholders holding not less than 25% in aggregate principal amount of the outstanding Notes, or from the Registrar acting on their written instruction (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. Noteholders holding not less than 25% in aggregate principal amount of the outstanding Notes may deliver an enforcement direction to the Company and the Registrar. The Company, acting as Collateral Agent and Security Trustee, shall promptly take the actions required under the Security Documents. If the Company does not act promptly, the directing Noteholders may appoint a qualified professional enforcement agent to exercise the available rights under the Security Documents, subject to applicable law and reasonable indemnification and funding arrangements.

7.7.3 Acceleration. Upon the occurrence of an Event of Default, Noteholders holding not less than 25% in aggregate principal amount of the outstanding Notes may, by written notice to the Company and the Registrar, declare all outstanding principal of the Notes, together with all accrued and unpaid interest and all other amounts payable under the Notes, immediately due and payable. Upon such declaration, those amounts shall become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are 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 pledged collateral or enforcement account 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 enforcement of Collateral shall be applied by the Company in its capacity as Collateral Agent and Security Trustee, or by any professional enforcement agent validly appointed under the Transaction Documents. STC shall calculate and report aggregate amounts and the distribution schedule but shall not receive, hold, safeguard, transmit, settle or disburse enforcement proceeds. Cleared funds must be remitted through designated account banks and the single clearing-system payment channel applicable to the Series.

First: to pay all costs and expenses of enforcement, including legal fees, Collateral Agent fees and amounts properly incurred by any professional enforcement agent appointed under Section 7.7.2;

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 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 Company and the Registrar shall notify Noteholders of the shortfall. Noteholders may pursue all remedies available under the Transaction Documents and applicable law, directly or through a professional enforcement agent appointed under Section 7.7.2.

7.7.7 Financial Reporting. While any Notes remain outstanding, the Company shall prepare annual audited financial statements under U.S. GAAP or another internationally recognised standard approved by the required Noteholder majority and make them available within 120 days after fiscal year-end, and shall prepare semi-annual unaudited financial statements and make them available within 60 days after each semi-annual period. Any additional information undertaking applicable to a Series is stated in its Final Terms or Transaction Documents.

## 8. NOTICES

Notices to holders will be given through the single clearing system selected for the Series and through any additional venue or publication channel required by its Final Terms, Global Note or admission documents.

## 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 the EU Prospectus Regulation, the PRIIPs Regulation, MiFID II, Regulation (EU) 2023/2631, WpPG and Frankfurt Freiverkehr admission have been passed upon for the Company by ARCATURA, Holzdamm 28-32, 20099 Hamburg, Germany. ARCATURA also addresses the Vienna MTF inclusion, the non-QI-segment structure, Austrian disclosure matters and the Vienna Market-Making Arrangement in coordination with Austrian counsel, as applicable.

An indenture or indenture trustee applies to a Series only if required and identified in its Final Terms and Transaction Documents. Quotation, clearing, TRACE reporting or venue admission does not by itself appoint a trustee. Any later SEC-registered public debt transaction will be separately documented and will include the required indenture and trustee where applicable.

### 10. EXPERTS

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

### 11. TRANSACTION DOCUMENTATION

This Base Prospectus governs Notes issued in separate Series together with each applicable Pricing Supplement and single Global Note. The Transaction Documents for a Series include only the documents expressly incorporated or identified in that Pricing Supplement, including applicable Security Documents, agency arrangements, fiduciary or custody arrangements, clearing-system documents and admission or market-making documents.

### 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 Base Prospectus, the Notes 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 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; (b) any objection to venue in those courts; and (c) any claim that such action or proceeding 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 a programme-level registration statement with the SEC. U.S. placement, DTC eligibility, OTC activity, FINRA reporting or Rule 144A(d)(4) information applies only where the applicable Series Final Terms establishes that structure. The Company's Opening Statement of Affairs is included in Annex 2.

1. ANNEX 1 - SERIES 2026-A-002 PRICING SUPPLEMENT

**GENESIS COLLATERAL HOUSE COMPANY**

# PRICING SUPPLEMENT

## USD 5,000,000,000

### 6.50% Senior Secured Green Notes due 3 June 2036

**Series 2026-A-002 | Version 25**

| SERIES CAP | INITIAL ISSUE | FIXED COUPON |
|---|---|---|
| **USD 5.0 billion** | **USD 500 million** | **6.50% p.a.** |

**Regulation S | ISIN USU3712QAA05 | CUSIP U3712Q AA0 | WKN A4EZG0**

**Regulation S only | One Global Note | Euroclear/Clearstream NSS**

Internal programme reference GCH-GNP-2026-002 | Clearstream ACPT-272847

Exchange-listing and ICSD-settlement Pricing Supplement dated 11 August 2026

*Summary of the principal commercial, security, settlement and trading terms of Series 2026-A-002.*

**IMPORTANT NOTICE**
**This Pricing Supplement establishes Series 2026-A-002. It must be read with the Security Documents, Transfer Agent and Administrative Paying Agency Agreement and applicable ICSD, agency, listing and market-making documents. Series 2026-A-002 is represented by one Regulation S e-GN only and has no Rule 144A/DTC position. If a term is inconsistent, this Pricing Supplement and the executed e-GN prevail to the extent permitted by law. The Notes have not been registered under the U.S. Securities Act of 1933. The Austrian public offer is governed by this Base Prospectus and the applicable Pricing Supplement.**

2. Transaction Overview

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|---|---|
| **Issuer** | GENESIS Collateral House Company, a North Carolina corporation; Entity No. 3214399; LEI 529900OWORDQKD4NG590 |
| **Programme** | GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME; internal Issuer / Administrative Paying Agent reference GCH-GNP-2026-002; official ICSD programme number to be assigned and returned by Clearstream Banking S.A. under ACPT-272847 |
| **Instrument** | 6.50% Senior Secured Green Notes due 3 June 2036 |
| **Series** | 2026-A-002 |
| **Maximum Series cap** | USD 5,000,000,000 aggregate principal amount represented by one Regulation S NSS e-GN only |
| **Initial issue and subscription** | USD 500,000,000 / 500,000 Notes represented by the sole permanent Regulation S NSS e-GN upon authentication and entry in the Register |
| **Remaining Series capacity** | USD 4,500,000,000 immediately following the initial issue, reduced by later taps and determined from the Register and reconciled ICSD records |
| **Denomination** | USD 1,000 per Note; registered form only |
| **Issue price** | 100% of principal amount for the initial issue; each subsequent Series as specified in its Pricing Supplement |
| **Issue date** | 3 June 2026 |
| **Maturity date** | 3 June 2036 |
| **Currency** | United States dollars (USD) |
| **Programme rating** | A- from Egan-Jones as of 29 April 2026 |

3. Economic Terms

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|---|---|
| **Coupon** | 6.50% per annum, fixed |
| **Interest commencement** | 3 June 2026 |
| **Interest payment dates** | Semi-annually in arrears on 3 June and 3 December of each year |
| **First interest payment** | 3 December 2026 |
| **Day-count convention** | 30/360 |
| **Business-day adjustment** | Following Business Day, without additional interest solely because of the adjustment |
| **Record date in global form** | Close of the Euroclear/Clearstream business day immediately preceding the relevant due date |
| **Final redemption** | 100% of principal plus accrued and unpaid interest |
| **Tax redemption** | All outstanding Notes may be redeemed at par plus accrued interest on 30 to 60 days' notice if specified additional amounts become payable following a tax-law change and cannot reasonably be avoided |
| **Change of Control** | Issuer must offer to repurchase all outstanding Notes at 101% of principal plus accrued and unpaid interest within 30 calendar days |
| **Sinking fund** | None |

4. Status, Ranking and Security

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|---|---|
| **Status** | Senior secured, unsubordinated and non-convertible obligations solely of the Issuer |
| **Ranking** | Pari passu and equal and ratable among all Notes of Series 2026-A-002; pari passu in right of payment with other senior secured obligations of the Issuer, subject to applicable law and the Security Documents |
| **Guarantee** | No affiliate guarantee; the Notes are obligations solely of the Issuer |
| **Security** | First-priority security interest over the Collateral Basket (Cash under Deposit) for the equal and ratable benefit of Noteholders |
| **Collateral Agent / Security Trustee** | The Issuer acts in legally distinct capacities as Collateral Agent and Security Trustee under the Security Documents |
| **Indenture / Indenture Trustee** | None for the current Regulation S Series 2026-A-002 issuance and Vienna/Frankfurt admissions |

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|---|---|
| **Future U.S. public transaction** | A separate qualified indenture and eligible institutional trustee will be established for a future SEC-registered public debt offering or Nasdaq transaction where required by applicable law |
| **Recourse** | Subject to the Transaction Documents and applicable law; recovery depends on collateral value, perfection, custody, enforceability and realisation timing |

5. Collateral Package and Maintenance

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|---|---|
| **Initial collateral** | Certificates of Deposit issued by HSBC México, S.A. (Domestic ISIN MX4042804066), pledged by AVIS Global Green Energy Fund Limited |
| **CD tranches** | Serial Nos. 489, 502, 505, 513 and 522; scheduled maturity 12 October 2027 |
| **Additional eligible collateral** | Allocated LBMA Good Delivery gold, pledged project assets, pledged cash, cash equivalents and other eligible financial assets as provided in the Security Documents |
| **Coverage at settlement** | 120% |
| **Minimum continuing coverage** | 100% at all times; target range 100%-120% |
| **Monitoring and reporting** | Monthly valuation by the Issuer as Collateral Agent; reports made available to FE Capital S.à r.l., the Registrar and Noteholders under the Transaction Documents |
| **Independent valuation right** | Noteholders holding at least 25% in aggregate principal amount outstanding may request an independent third-party collateral valuation |
| **Settlement condition** | Collateral Agent confirmation that assets satisfying the minimum Collateral Coverage Ratio have been pledged and perfected for the applicable tranche |
| **Negative pledge** | Liens over the Collateral and Collateral Accounts are restricted, subject to the permitted exceptions in the Base Prospectus and Security Documents |
| **Insurance** | Minimum required coverage of 100% of outstanding obligations; target 120%, under the Collateral Insurance and Risk Protection Framework |

**Collateral maintenance**

- A Collateral Shortfall must be cured within five Business Days by restoring coverage to at least 105%, depositing cash equal to the shortfall plus 5%, or causing mandatory redemption at par plus accrued interest.
- Before the initial CDs mature, AGGEF must renew or roll them over, substitute equivalent Eligible Collateral, effect a cashout, or transfer or assign and sell them into markets against payment. If none is completed, all outstanding Notes become subject to mandatory redemption at par plus accrued interest within 30 days.
- Failure to cure a Collateral Shortfall, complete a required mandatory redemption or maintain required insurance coverage constitutes an Event of Default.

## 6. Use of Proceeds and Green Framework

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|---|---|
| **Eligible Green Projects** | Indicatively approximately 60%-70%: alternative green energy, sustainable infrastructure, waste-to-resource technologies, advanced materials, additive manufacturing and green industrial facilities |
| **Additional collateral** | Indicatively approximately 20%-30%, including physical gold bullion |
| **Working capital and expenses** | Indicatively approximately 10% |
| **Allocation flexibility** | No fixed allocation; actual allocations may vary among the permitted uses described in the Base Prospectus |
| **Proceeds scope and interim investment** | Applies only to primary issuance and tap proceeds received into an Issuer-designated account. Pending application, such proceeds may be held in cash or cash-equivalent instruments and administered under the FE Capital/DUNHAM arrangements. Secondary-market prices pass from buyer to seller and are not Issuer proceeds. No project profit or investment return sufficient for payment is guaranteed. |
| **Green designation** | The designation does not itself confirm compliance with Regulation (EU) 2023/2631, the EU Taxonomy Regulation or the ICMA Green Bond Principles; no external second-party opinion has been obtained |

## 7. Form, Identifiers, Clearing and Safekeeping

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|---|---|
| **Legal form** | One permanent Regulation S Registered Electronic Global Note under NSS; the sole Global Note for Series 2026-A-002 |
| **Regulation S identifiers** | ISIN USU3712QAA05; CUSIP U3712Q AA0; WKN A4EZG0; FISN GENESIS COLL HO/6.5 SR SECD NT 2036; ISO CFI DBFSGR; issue description SR SECD NT REG S |
| **Other clearing identifiers** | Not applicable. Series 2026-A-002 has no Rule 144A or DTC position. |
| **Programme references** | GCH-GNP-2026-002 (internal Issuer / Administrative Paying Agent reference); official ICSD programme number. |
| **Single Global Note rule** | Series 2026-A-002 is represented by one Regulation S e-GN. Additional Series are established by their Series serial number and applicable Pricing Supplement. USD Series use the same identifiers; Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new identifiers. |
| **Regulation S position** | Permanent Registered Electronic Global Note (e-GN) under NSS electronic safekeeping through Euroclear Bank SA/NV and Clearstream Banking S.A.; authoritative PDF stored in the designated Clearstream electronic vault |
| **Common Safekeeper** | Clearstream Banking S.A., elected effective 2 July 2026, subject to the ICSDs' joint allocation procedures |

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| **Euroclear role** | ICSD and settlement system; not the elected Common Safekeeper |
| **Common Service Provider** | Allocated by Euroclear and Clearstream under their joint procedures; not designated by the Issuer |
| **Common Code** | Assigned and confirmed by Euroclear and Clearstream upon final activation of the Regulation S ISIN |
| **Legal register** | Maintained by GT Securities, Inc. as Registrar; the Regulation S issue outstanding amount is reconciled with ICSD records |
| **Definitive Notes** | Issued only in the limited circumstances specified in the Base Prospectus and applicable Global Note |

8. Payment and Settlement Operations

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|---|---|
| **Administrative paying / calculation / data-processing / reporting agent** | Securities Transfer Corporation (STC), acting solely as non-cash-moving Administrative Paying Agent and calculation, data-processing, reporting and transfer agent |
| **Payment Funding Coordinator** | FE Capital S.à r.l. and, where applicable, DUNHAM Trust Company coordinate liquidity, account administration and funding instructions with the Issuer and designated account banks. The Issuer remains solely liable. |
| **Coupon calculation** | STC calculates the aggregate amount due for the sole e-GN using the Note terms, amount outstanding, Register and settled record-date positions, then reports the amount and timetable for payment. |
| **Regulation S distribution** | The Issuer causes its designated account bank to make cleared funds available through the Euroclear/Clearstream payment channel. Euroclear and Clearstream allocate received and reconciled funds according to settled record-date positions. STC does not receive, hold, safeguard, transmit, settle or disburse cash. |
| **DTC distribution** | Not applicable. Series 2026-A-002 has no DTC position. |
| **Trading data** | Available execution, settlement, position and corporate-action data may support reconciliation only. Trade prices and beneficial-buyer identities do not determine payment entitlements or transfer funds. Baader Bank settles Frankfurt trades it executes through the applicable market and participant-bank channels. |

9. Listing, Quotation and Trading

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|---|---|
| **Vienna MTF** | Application for the full USD 5,000,000,000 Series cap under Regulation S ISIN USU3712QAA05 and WKN A4EZG0 |
| **Vienna segment** | Bond market - corporates standard continuous; Xetra T7 Continuous Trading with Auctions; outside the Qualified Investor Segment, subject to Wiener Börse AG's final allocation and activation |

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| **Vienna Market Maker** | A separate eligible Wiener Börse trading participant must be appointed by the Issuer and accepted and activated for ISIN USU3712QAA05 before continuous trading begins |
| **Frankfurt** | Application to the Open Market (Freiverkehr) of the Frankfurt Stock Exchange; Baader Bank AG is nominated in principle as listing bank and trading/pricing agent |
| **U.S. institutional OTC** | Not applicable to Series 2026-A-002. Any U.S. issuance is documented as a different Series in the applicable Pricing Supplement and the relevant U.S. transaction documents. |
| **U.S. venue status** | Series 2026-A-002 is not SEC registered, DTC eligible, Nasdaq listed or admitted to a U.S. OTC market. |
| **TRACE** | Not applicable to the issuance structure of Series 2026-A-002. Any reporting obligation arising from a secondary transaction rests with the relevant obligated FINRA member, not the Issuer or STC. |
| **Current and post-registration trading** | Until prospectus registration and publication: trading under the existing Vienna MTF and Frankfurt Open Market arrangements. Following registration and publication: public secondary-market trading and resale through Vienna, Frankfurt and any applicable activated dual-listed exchange. |
| **Liquidity** | No assurance that an active or liquid secondary market, continuous quotation or any particular trading price will develop or be maintained |

10. Further Issuances

Series 2026-A-002 is issued under the Programme. Additional USD Series are issued under the same identifiers and are distinguished by their Series serial numbers, including 004, 005 and subsequent serial numbers. Series denominated in euro, Swiss francs or any other applicable currency, including a blockchain-based currency or unit of account, receive new currency-specific identifiers. The data and terms for each Series are disclosed only in its applicable Pricing Supplement.

- Each Series is documented by its applicable Pricing Supplement, which contains the complete Series-specific data and terms.
- Where applicable, the Series-specific Pricing Supplement states the Vienna MTF issuance, admission and settlement data.
- Additional eligible collateral must be pledged simultaneously so the Collateral Coverage Ratio remains at least 100%.
- Any amount beyond the USD 5,000,000,000 Series cap must be constituted as a new series under separate pricing and admission documentation.

11. Covenants, Amendments and Enforcement

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|---|---|
| **Financial reporting** | Annual audited financial statements within 120 days of fiscal year-end and semi-annual unaudited financial statements within 60 days |
| **General amendments** | Written consent of Noteholders holding at least 66 2/3% in aggregate principal amount outstanding |

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|---|---|
| **Reserved Matters** | Unanimous consent for specified changes, including reduction of principal or interest, payment-date postponement, impermissible collateral release or material substitution, and changes to Reserved Matter thresholds |
| **Enforcement direction** | Noteholders holding at least 25% in aggregate principal amount outstanding may direct enforcement by written notice to the Issuer and Registrar |
| **Issuer action** | The Issuer, acting as Collateral Agent and Security Trustee, must act promptly on a valid direction; otherwise the directing Noteholders may appoint a qualified professional enforcement agent, subject to law and reasonable indemnification and funding |
| **Acceleration** | Upon an Event of Default, Noteholders holding at least 25% may declare principal, accrued and unpaid interest and other amounts immediately due and payable |
| **Trustee position** | No Indenture Trustee acts for Noteholders; enforcement rights arise under the sole Global Note, Security Documents and Base Prospectus |

**Principal Events of Default**

- Failure to complete mandatory redemption following a Collateral Shortfall.
- A Collateral Shortfall remaining uncured for more than five Business Days after notice.
- Failure to pay interest within five Business Days after its due date or principal when due.
- A material covenant or Security Document breach continuing after the applicable cure period.
- Bankruptcy, insolvency, administration, receivership, winding-up or analogous proceedings involving the Issuer.
- Specified cross-default on indebtedness exceeding USD 100 million that is not cured or waived within the applicable grace period.
- Failure to maintain required insurance coverage.

12. Offering and Transfer Restrictions

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|---|---|
| **United States** | No initial offer or sale in the United States. Series 2026-A-002 is a Regulation S-only Series and has no Rule 144A/DTC Global Note. |
| **Outside the United States** | Offshore transactions to non-U.S. persons in reliance on Regulation S |
| **EEA primary placement** | Public offers in Austria in accordance with this Base Prospectus; exempt qualified-investor offers remain permitted |
| **Vienna trading status** | Inclusion outside the Qualified Investor Segment permits visibility and trading in the exchange system but does not itself constitute an offer to the public |

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| **PRIIPs** | The responsible parties determine the PRIIPs classification and provide a key information document where required; each distributor applies its MiFID II product-governance, target-market, suitability and appropriateness arrangements |
| **United Kingdom** | Not intended to be offered, sold or otherwise made available to UK retail investors; applicable UK prospectus, financial-promotion and distribution requirements or exemptions must be satisfied |
| **ERISA** | Purchasers and transferees are subject to the deemed representations and prohibited-transaction provisions stated in the Base Prospectus |
| **Anti-fraud provisions** | All U.S. activity remains subject to applicable federal anti-fraud and anti-manipulation provisions, including Exchange Act Section 10(b) and Rule 10b-5 |

## 13. Principal Transaction Parties

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|---|---|
| **Issuer / Collateral Agent / Security Trustee** | GENESIS Collateral House Company |
| **Collateral Pledgor** | AVIS Global Green Energy Fund Limited |
| **Registrar / Issuer Agent** | GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, California 90094, acting as Registrar and Issuer Agent for Series 2026-A-002 |
| **Administrative Paying / Calculation / Data-Processing / Reporting / Transfer Agent** | Securities Transfer Corporation; non-cash-moving calculation, data-processing, reporting and transfer-agent functions only |
| **Payment Funding Coordinator / Investment Manager (EU)** | FE Capital S.à r.l.; Asset Manager: Donner & Reuschel AG |
| **DUNHAM role** | DUNHAM Trust Company, acting as U.S. Fiduciary Asset Manager and Custody Administrator for fund, trust and collateral assets through segregated accounts with multiple regulated institutional banking custodians of recognised international standing |
| **DUNHAM exclusions** | DUNHAM is not Common Safekeeper, Administrative Paying Agent, Registrar, calculation agent or Note enforcement agent |
| **Common Safekeeper** | Clearstream Banking S.A. for the Regulation S eGN |
| **Clearing systems** | Euroclear Bank SA/NV and Clearstream Banking S.A. under NSS only; no DTC position |

| | |
|---|---|
| **U.S. Depositary** | Not applicable to Series 2026-A-002 |
| **Frankfurt listing / pricing** | Baader Bank AG, nominated in principle |
| **Vienna Market Maker** | Separate eligible Wiener Börse trading participant to be appointed and activated for ISIN USU3712QAA05 |
| **U.S. OTC broker-dealer** | Not applicable to Series 2026-A-002 |

14. Governing Law and Transaction Documentation

| | |
|---|---|
| **Governing law** | State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law |
| **Jurisdiction** | Non-exclusive jurisdiction of the state and federal courts located in New York County, New York; jury-trial waiver as stated in the Base Prospectus and Global Note |
| **Transaction Documents** | Base Prospectus Version 25; this Pricing Supplement; the sole executed Regulation S NSS eGlobal Note; Security Documents; Transfer Agent and Administrative Paying Agency Agreement; DUNHAM fiduciary/custody arrangements; Issuer-ICSD Agreement, Common Safekeeper authorisation and election; and Vienna/Frankfurt admission and market-making documents |
| **Precedence** | This Pricing Supplement and the executed e-GN prevail over inconsistent terms in the Base Prospectus to the extent permitted by law |

15. Selected Risk Considerations

- The Issuer was established in February 2026, has no material operating or revenue history, and its Opening Statement of Affairs is management-prepared and unaudited.
- The Notes are not guaranteed by AVIS Global Green Energy Fund Limited, Monkey Rock Group Inc. or another affiliate.
- Secured status does not guarantee payment; recoveries depend on collateral value, perfection, custody, enforceability, insurance and realisation timing.
- The initial CDs mature before the Notes and are exposed to rollover, substitution, cashout and transfer risk, HSBC México credit and custody risk, Mexican-law risk and governmental action.
- The Issuer's concurrent roles as Issuer, Collateral Agent and Security Trustee may create conflicts of interest; no independent Indenture Trustee is appointed.
- Settlement and payment depend on sufficient cleared funds provided by the Issuer through designated account banks, accurate Registrar, Euroclear, Clearstream, Common Service Provider and participant-bank records, complete static data and timely processing. STC's calculation and reporting do not constitute funding or a guarantee of payment.
- A Vienna Market Maker or U.S. OTC broker-dealer does not assure liquidity, execution, continuous quotations or any particular trading price.

- USD-denominated payments create exchange-rate and conversion risk for investors whose functional currency is not USD.
- The Green Notes designation is not an assurance of compliance with a particular green-finance standard or of environmental performance.
- The use of DUNHAM and multiple institutional banking custodians does not eliminate operational, cybersecurity, insolvency, sanctions, segregation, lien or subcustodian risk.

*This Pricing Supplement must be read with the Base Prospectus and complete Transaction Documents, including their definitions, risk factors, covenants, security provisions and transfer restrictions. Prospective investors must review those documents and obtain their own legal, tax, accounting and investment advice.*

# ANNEX 2
# OPENING STATEMENT OF AFFAIRS

Management-prepared, unaudited Opening Statement of Affairs dated February 6, 2026, expressed in United States Dollars (23 pages).

GENESIS COLLATERAL HOUSE COMPANY

## OPENING STATEMENT OF AFFAIRS

**As of February 6, 2026**

**Expressed in United States Dollars (USD)**

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## COMPANY INFORMATION

**Registered Name: Genesis Collateral House Company**

**Incorporation: North Carolina, United States of America**

**Registration Number: 3214399**

**Effective Date of Incorporation and Registration: February 06, 2026**

**Registration Documents Delivered: February 06, 2026**

**Registered Office: 4111-E Rose Lake Drive, Charlotte, North Carolina 28217, United States of America**

**Principal Executive Office: 10390 Ashton Avenue, Los Angeles, California 90024, United States of America**

**Operational Facility: 17 - 25 Via Ingegno, 84087 Sarno (SA), Italy**

## NATURE OF BUSINESS

The Company is engaged in the custodial holding of bank assets, cash and cash equivalents, and precious metals as collateral in support of the Genesis Family Trust bond program. The Company further undertakes the management, administration, and delivery of financial services on behalf of the AVIS umbrella corporate group in accordance with applicable regulatory and fiduciary requirements.

The Company acts as Collateral Agent, Security Trustee, and Collateral Manager for the Genesis Green Note Issuing Program. The Company holds a first-ranking fixed charge over a comprehensive collateral package including Certificates of Deposit, allocated physical gold, and project assets pledged by AVIS Global Green Energy Fund Limited to secure obligations under the Genesis Green Note Issuing Program. The Company provides collateral management, monitoring, valuation, reporting, and enforcement services on behalf of Noteholders.

**DIRECTORS AND OFFICERS AS OF FEBRUARY 6, 2026**

| Position | Name |
|---|---|
| President | Helmut Koenig |
| Vice President | Alfred Schedler |
| Treasurer | Eugen Daniel Anca |
| Secretary | Helmut Koenig |

**SHAREHOLDER**

**Monkey Rock Group Inc. – 100% ownership 1,000,000 ordinary shares of USD 10.00 each**

**AUDITORS: Independent Auditor**

In accordance with the applicable provisions of the North Carolina Business Corporation Act, the Company intends to appoint an independent certified public accountant to audit its financial statements. As of the balance sheet date, no independent auditor has been formally appointed. The appointment is in process and is expected to be completed in the ordinary course of business.

***This statement of affairs is expressed in United States Dollars (USD)***

16. Responsibilities of Management

**and Those Charged with Governance for the Statement of affairs as of 06 February 2026**

The Directors are required under the North Carolina Business Corporation Act (Chapter 55 of the North Carolina General Statutes) to maintain accurate and complete accounting records and are responsible for the integrity, accuracy, and completeness of the Statement of Affairs and related financial information included in this report.

It is the Directors' responsibility to ensure that the Statement of Affairs fairly presents, in all material respects, the financial position of the Company as of February 06, 2026, and reflects the Company's financial condition in accordance with International Financial Reporting Standards (IFRS), as issued by the International Accounting Standards Board (IASB).

The Directors are further responsible for establishing and maintaining adequate internal controls, safeguarding corporate assets, preventing and detecting fraud and error, and ensuring compliance with applicable corporate, financial reporting, and regulatory requirements.

The statement of affairs is prepared with the aim of complying fully with International Financial Reporting Standards (IFRSs) as issued by the International Accounting Standards Board (IASB), which includes standards and interpretations approved by the IASB and Standing Interpretations Committee (SIC) interpretations issued under previous constitutions.

The Directors have assessed the ability of the Company to continue operating as a going concern and believe that the preparation of the statement of affairs on a going concern basis is appropriate.

In light of the current financial position, the Directors are satisfied that the Company is a going concern and have adopted the going concern basis in preparing the opening statement of affairs.

The statement of affairs and the related notes set out on pages 9 to 11, which have been prepared on the going concern basis, were approved by the Board of Directors and were signed on their behalf by:

| | |
|---|---|
| ………………………………………… | ………………………………………… |
| Helmut Koenig, Head of Board | Eugen Daniel Anca, Chief Finance Officer |

17. Statement of accounting policies

*(Agreement Summary, insofar as they relate to collateral assets held under the Collateral Management Agreement)*

## GENERAL INFORMATION

GENESIS Collateral House Company is a special-purpose corporation limited by shares, incorporated and registered in North Carolina under Entity No. 3214399. Its effective date of incorporation and registration is February 2, 2026; the formal registration documents were delivered on February 6, 2026. Its registered office is 4111-E Rose Lake Drive, Charlotte, North Carolina 28217, United States of America; its principal executive office is 10390 Ashton Avenue, Los Angeles, California 90024, United States of America; and its operational facility for physical-asset custody, handling and logistics is 17 - 25 Via Ingegno, 84087 Sarno (SA), Italy. The Company's principal activities are the issuance and administration of the GENESIS Family Trust Bond Programme and the holding and management of collateral comprising cash, cash equivalents, physical gold and other eligible assets, together with related financial services for the AVIS group.

### 1 BASIS OF PREPARATION

#### 1.1 Statement of compliance

The financial statements as at February 06, 2026 have been prepared in accordance with applicable International Financial Reporting Standards (IFRS) and the International Financial Reporting Interpretations Committee (IFRIC) interpretations promulgated by International Accounting Standards Board (IASB) which include standards and interpretations approved by the IASB, International Accounting Standards (IAS) as well as Standing Interpretations Committee (SIC) and other relevant statutory requirements.

#### 1.2 Functional and presentation currency

The financial statements of the Company are presented in United States dollars (USD), which is the Company's functional currency as at the reporting date. All information presented has been rounded off to the nearest dollar.

### 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### 2.1 Taxation

The Company recognizes and accounts for its tax obligations in accordance with applicable income tax, withholding tax, stamp duty, value added tax and any other relevant tax laws and regulations in all jurisdictions in which it is subject to tax, including North Carolina and any jurisdiction of residence of its shareholders (including, without limitation, Irish tax resident shareholders), in each case to the extent such laws apply to the Company. The Company shall maintain appropriate tax records and make all reasonably required filings, elections and registrations in a timely manner, having due regard to the overall tax efficiency of the structure, provided that no filing or election shall be made that is reasonably likely to be materially prejudicial to any shareholder without prior consultation with such affected shareholder(s). Each shareholder shall provide, on a timely basis and in form and substance reasonably satisfactory to the Company, such tax forms, residency certificates, beneficial ownership confirmations, declarations, information and documentation as the Company may reasonably request in order to comply with applicable tax laws, to obtain available exemptions, reductions or refunds and to support the intended tax characterization of the Company, its financing arrangements and any share pledges or asset custody arrangements. The Company and the shareholders shall cooperate in good faith to ensure, to the extent legally permissible, that (i) the tax characterization of the Company and of instruments issued or obligations incurred by it is applied consistently across all relevant jurisdictions, (ii) any available treaty reliefs, exemptions or reduced withholding tax rates are validly claimed and properly documented, and (iii) any tax audits or enquiries affecting the Company or its shareholders in respect of their investment in the Company are responded to consistently and in a coordinated manner, subject always to applicable law and confidentiality obligations.

**2.2 Financial Instruments: Financial assets and liabilities financial assets classification**

GENESIS Collateral House Company has classified its financial assets into cash and cash equivalents.

***Cash and cash equivalents***

Cash and cash equivalents include cash and balances held with the Bank.

18. Financial liabilities

A financial liability is derecognized when the obligation under the liability is discharged, cancelled or expires. Where an existing financial liability is replaced by another from the same lender on substantially different terms or the terms of the existing liability are substantially modified, such an exchange or modification is treated as a derecognition of the original liability and the recognition of a new liability. The difference between the carrying value of the original financial liability and the consideration paid is recognized in profit or loss.

## 19. STATEMENT OF FINANCIAL POSITION

### As of February 6, 2026 (in USD)

**ASSETS**

| Description | Amount (USD) |
|---|---|
| **Current Assets** | |
| Cash and cash equivalents – Unrestricted **(Note 1)** | 10,000,000.00 |
| **TOTAL ASSETS** | **10,000,000.00** |

**EQUITY AND LIABILITIES**

| Description | Amount (USD) |
|---|---|
| **Equity** | |
| Share Capital **(Note 2)** | 10,000,000.00 |
| Retained Earnings | 0.00 |
| **Total Equity** | **10,000,000.00** |
| **Liabilities** | |
| Current Liabilities | 0.00 |
| Non-Current Liabilities | 0.00 |
| **Total Liabilities** | **0.00** |
| **TOTAL EQUITY AND LIABILITIES** | **10,000,000.00** |

**Comprehensive Collateral Package Held as Security (Off-Balance Sheet):**

**The collateral securing the Genesis Green Note Issuing Program comprises multiple asset categories.**

**Current CD Collateral Value USD 27,007,278,673.77 (Principal + Accrued Interest– (Notes 3, 4)**

Helmut Koenig, Director Eugen Daniel Anca, Treasurer

## 20. NOTES TO THE FINANCIAL STATEMENTS

### NOTE 1 – Cash and Cash Equivalents (Unrestricted)

| Bank | Currency | Amount (USD) |
|---|---|---|
| HSBC | USD | 10,000,000.00 |
| **Total** | | **10,000,000.00** |

**Source:** Share capital contribution from Monkey Rock Group Inc., received February 6, 2026.

**Nature:** This represents unrestricted operating capital held with HSBC, a Tier-1 international bank. The funds are available on demand for:

- Corporate operations and administrative expenses
- Collateral management activities
- Professional fees (legal, audit, insurance)
- Fulfillment of duties as Collateral Agent, Security Trustee, and Collateral Manager

---

### NOTE 2 – Share Capital

**Authorized: 1,000,000 ordinary shares of USD 10.00 each**

**Issued and Fully Paid: 1,000,000 ordinary shares of USD 10.00 each**

**Total Share Capital:** USD 10,000,000.00

**Shareholder:** Monkey Rock Group Inc. (100%)

**Date of Issue:** February 6, 2026

**Consideration:** Cash

**Purpose:** Operating capital for collateral agent, security trustee, and collateral management functions including management of the comprehensive collateral package (CDs, gold, project assets, and financial instruments).

---

NOTE 3 – Comprehensive Collateral Package Held as Security (Off-Balance Sheet)

Nature of Arrangement

The Company acts as Collateral Agent and Security Trustee for the Genesis Green Note Issuing Program. The Company holds a **first-ranking fixed charge** over a comprehensive collateral package pledged by AVIS Global Green Energy Fund Limited (the "Pledgor") pursuant to a Collateral Assignment and Management Agreement dated February 2, 2026.

**Key Characteristics:**

- **Legal Structure:** First-ranking fixed charge under Irish law
- **Beneficial Ownership:** Remains with the Pledgor (AVIS Global Green Energy Fund Limited)
- **Company's Role:** Fiduciary/agent holding security interest for benefit of Noteholders
- **Purpose:** Secure obligations under Genesis Green Note Issuing Program

---

Accounting Treatment

**The pledged collateral is NOT recorded as assets on the Company's balance sheet.**

**Rationale:**

1. The Company has **no beneficial ownership** of the collateral
2. The Pledgor retains full ownership rights
3. The Company holds only a security interest (charge), not title
4. The Company acts in a fiduciary capacity for Noteholders

**IFRS Compliance:** Under IFRS, assets held in a fiduciary capacity without beneficial ownership are not recognized on the fiduciary's balance sheet. Full disclosure is provided in these notes.

---

## 2.3 Complete Collateral Package – Summary

The collateral securing the Genesis Green Note Issuing Program comprises multiple asset categories:

| Collateral Type | Description | Status as of Feb 6, 2026 |
|---|---|---|
| **Certificates of Deposit** | Cash-backed CDs issued by HSBC México | Pledged; USD 27,007,278,673.77 current value |
| **Allocated Physical Gold** | LBMA Good Delivery bars held with Tier-1 custodians | Reserved for allocation |
| **Project Assets & Equipment** | Industrial equipment, machinery and infrastructure | Reserved for pledge |

| Collateral Type | Description | Status as of Feb 6, 2026 |
|---|---|---|
| **Financial Assets** | Cash, cash equivalents, US Treasuries in collateral accounts | Reserved |

### 2.4 Certificates of Deposit – Current Pledged Collateral

*Summary Information*

| Item | Details |
|---|---|
| **Domestic ISIN** | MX4042804066 |
| **CUSIP** | TBA |
| **Issuing Bank** | HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC |
| **Security Type** | Cash-Backed Certificates of Deposit (Fixed Rate Deposit Notes) |
| **Currency** | USD |
| **Number of Tranches** | 5 |
| **Issue Date** | September 17, 2017 |
| **Maturity Date** | October 12, 2027 |
| **Custodian** | HSBC México |
| **Beneficial Owner** | AVIS Global Green Energy Fund Limited |
| **Collateral Agent** | Genesis Collateral House Company |

*Individual CD Tranches*

| Serial Number | Principal/Nominal Value (USD) |
|---|---:|
| 489 | 3,480,640,705.00 |
| 502 | 4,731,460,985.00 |
| 505 | 3,654,796,142.05 |
| 513 | 4,059,622,285.28 |
| 522 | 3,799,431,226.42 |
| **TOTAL PRINCIPAL** | **19,725,951,343.75** |

*Collateral Valuation*

| Component | Amount (USD) | Description |
|---|---|---|
| Total Principal (5 tranches) | 19,725,951,343.75 | Face value of CDs |
| Accrued Interest (September 11, 2017, to Feb 6, 2026) | 7,281,327,330.02 | Unpaid accrued interest |
| **Total Current CD Collateral Value** | **27,007,278,673.77** | **Principal + Accrued Interest** |

- Represents cash value (convertible to cash upon payment or liquidation)
- Forms an integral part of the security package
- Is subject to the Company's first-ranking fixed charge
- Convertible to cash upon sale, redemption or hypotecation

### 2.5 Allocated Physical Gold Collateral (Reserved)

*Gold Collateral Description*

The Genesis Green Note Programme contemplates allocated physical gold as part of the comprehensive collateral package.

**Specifications:**

- **Type:** LBMA Good Delivery bars from reputable LBMA-accredited refiners
- **Standard size:** 12.5 kg bars (example: Johnson Matthey hallmark)
- **Vintage requirement:** Minimum manufacturing vintage of 5 years at time of allocation
- **Holding basis:** Allocated, non-rehypothecated basis
- **Serial identification:** Each bar identifiable by unique serial number

**Custody Arrangements:**

- **Primary Custodians:** UBS (Switzerland) and HSBC (United Kingdom)
- **Facility type:** LBMA-approved institutional-grade secured vaulting facilities
- **Additional custodians:** Other custodians of comparable standing as may be approved under Security Agreement

**Legal Title and Security:**

- Title to gold bars is vested in, or pledged in favour of, Genesis Collateral House Company in its capacity as Collateral Agent
- Security interest granted for benefit of Noteholders pursuant to Security Agreement and related custodian acknowledgments
- No security interests may be created over Gold Collateral except as permitted under Security Agreement

**Status as of February 6, 2026:**

- Gold collateral is **reserved for allocation** to the Programme
- Specific allocations will be made in connection with Note issuances
- Gold holdings will be documented in quarterly collateral reports with bar lists showing serial numbers

---

## 2.6 Project Assets and Equipment (Reserved for Pledge)

*Project Assets Description*

The Genesis Green Note Programme includes project assets and equipment as part of the collateral package to support eligible green projects financed under the Programme.

**Categories of Project Assets:**

### 1. VORTEX Contactless Milling Systems

- **Description:** Industrial contactless milling units that process waste into micron- and nano-scale powders
- **Technology:** Core technology with no tool wear, low maintenance, processes mixed/contaminated waste
- **Application:** Deployed across AVIS Umbrella waste and industrial facilities globally
- **Associated assets:** Processing lines, control systems, and related site infrastructure

### 2. Waste Facility Division Assets

- **Description:** Large-scale waste processing facilities housing parallel VORTEX units with robotic pre-sorting and post-milling sorting
- **Capacity:** Up to 20,000,000 metric tonnes annually per facility
- **Location:** AVIS Umbrella green industrial parks (South America and other jurisdictions)
- **Components:** Hundreds of VORTEX units, robotic systems, infrastructure and fixtures

### 3. Test & Validation Facility

- **Location:** Sarno, Italy
- **Function:** R&D and certification hub for VORTEX milling parameters, nano-powder testing, material qualification
- **Assets:** Testing equipment, validation systems, laboratory infrastructure

### 4. 3D Printing & Advanced Manufacturing Assets

- **Description:** Additive manufacturing infrastructure transforming nano powders into structural components
- **Components:** Industrial printer heads, floating manufacturing platform, associated equipment
- **Application:** Production of components for various industrial applications

**Security Structure:**

To the extent owned by the Issuer or pledgor entities, the Issuer will procure that such pledgor entity will grant a security interest over Project Assets in favour of Genesis Collateral House Company, as Collateral Agent, for the benefit of Noteholders.

### Status as of February 6, 2026:

- Project assets are **reserved for pledge** to the Programme
- Specific pledges will be executed and perfected in connection with Note issuances
- Project asset valuations and pledged equipment lists will be documented in collateral schedules

---

## 2.7 Financial Assets (Reserved)

Additional financial collateral may include:

- **US Treasury securities:** Eligible highly liquid instruments
- **Cash and cash equivalents:** Credited to designated Collateral Accounts
- **Other eligible liquid instruments:** As approved under Security Agreement

These assets will be credited to collateral accounts established for the benefit of the Collateral Agent on behalf of Noteholders, with first-priority security interests granted pursuant to the Security Agreement.

---

## 2.8 Security Interest and Control - Current CD Collateral

### Grant of Security:

First-ranking fixed charge over all CDs, including principal and all accrued interest, granted to the Company for benefit of Noteholders (Secured Parties).

### Perfection Mechanisms:

1. **Account Control Agreements** – Tri-party agreements between pledgor and pledgee
2. **Registry Notation** – Charge noted on CD
3. **UCC-1 Filings** – Filed in applicable jurisdictions
4. **Power of Attorney** – Irrevocable power granted to Company for perfection activities

### Control Rights:

- Exclusive authority over collateral management
- Accounts blocked; no withdrawals without Company consent
- Direct receipt of custodian reports
- Authority to issue instructions to HSBC México

### Enforcement Rights (upon Event of Default):

- Take possession of collateral
- Instruct custodian to liquidate
- Sell collateral (public or private sale)
- Collect proceeds directly
- No third-party consent required

---

## 2.9 Bond Program Coverage

### Current Coverage (CDs Only):

| Item | Amount (USD) |
|---|---|
| Authorized Note Issuance | 5,000,000,000.00 |
| Current Pledged CD Collateral | 27,007,278,673.77 |

### Comprehensive Collateral Framework:

The Genesis Green Note Programme contemplates collateral levels that will at all times equal or exceed the outstanding principal amount of Notes plus accrued interest. Insurance coverage is expected to provide protection in an amount not less than 100%-120% of outstanding principal plus accrued interest.

### Minimum Coverage Requirements:

- Minimum: 100%
- Enhanced coverage target: 120%
- Cure Level (if breached): 105% within 10 Business Days

### Further Collateral Allocations:

As Notes are issued under the Programme, the comprehensive collateral package will be enhanced through:

- Allocation of physical gold bars (with bar lists and serial numbers)
- Pledge of specific project assets (with equipment schedules and valuations)
- Addition of financial assets to collateral accounts
- Continuous mark-to-market monitoring to maintain required coverage ratios

---

## 2.10 Collateral Management

**Obligations:**

- Monthly mark-to-market valuations of all collateral types
- Track principal and accrued interest on CDs
- Monitor gold prices and allocated bar holdings (when allocated)
- Value project assets based on fair value assessments
- Calculate and monitor comprehensive coverage ratios
- Quarterly reporting to Trust and Noteholders with detailed collateral schedules
- Coordinate with multiple custodians (HSBC México for CDs, UBS/HSBC UK for gold)
- Enforce security interest upon Event of Default

---

## 2.11 Collateral Valuation Methodologies

**Certificates of Deposit:**

- Face value plus accrued interest
- Monthly recalculation

**Allocated Physical Gold:**

- Current market price per troy ounce × total allocated ounces
- Daily mark-to-market using LBMA Gold Price
- Haircut may be applied per Security Agreement terms

**Project Assets:**

- Fair value per IFRS
- Independent valuation for major equipment and facilities
- Periodic revaluation (annually or as required)

**Financial Assets:**

- Cash: Face amount
- US Treasuries: Market value
- Other instruments: Fair value per IFRS

---

## 2.12 Insurance Coverage

The collateral package benefits from insurance, covering:

- Physical loss of collateral
- Custodian failure or insolvency
- Political and sovereign risk
- Fraud, misappropriation, or conversion
- Force majeure events
- Inaccessibility or impairment of collateral

The insurance shall provide coverage in an amount not less than 100%-120% of outstanding principal plus accrued interest, with the Security Trustee/Collateral Agent named as loss payee.

### 2.13 Release and Substitution Conditions

The pledged collateral may only be released or substituted in accordance with the Security Agreement:

**Full Release Conditions:**

- Full repayment of all outstanding Notes
- Termination of Genesis Green Note Issuing Program
- Satisfaction of all Secured Obligations

**Partial Release Conditions:**

- Pro-rata release with Note principal reductions
- Compliance with minimum coverage requirements after release
- Company approval as Collateral Agent

**Substitution:**

- Substitute collateral must be of equivalent or superior quality
- Must maintain required coverage ratios
- Subject to Company evaluation and approval

**Restrictions:**

The pledged collateral:

- Is pledged exclusively for benefit of Noteholders
- Cannot be used for Company's own operations or obligations
- Is subject to non-rehypothecation provisions (except as specifically permitted for gold under secured trading arrangements)
- Can only be released in accordance with Security Agreement
- Remains under Company's control as Collateral Agent

NOTE 4 – Financial Instruments

Classification

**On-Balance Sheet:**

- Cash and cash equivalents: Measured at amortized cost – USD 10,000,000.00

**Off-Balance Sheet:**

- Comprehensive collateral package (held in fiduciary capacity):
  - CD Collateral: USD 27,007,278,673.77 (current pledged amount)
  - Gold Collateral: Reserved for allocation
  - Project Assets: Reserved for pledge
  - Financial Assets: Reserved
- Not recognized as Company assets (no beneficial ownership)
- Disclosed for transparency regarding fiduciary responsibilities

Fair Value

Cash and cash equivalents: Carrying value approximates fair value (demand deposits).

Off-balance sheet collateral: Valued per methodologies described in Note 3, lit. 2.11; recalculated monthly.

NOTE 5 – Related Party Transactions

5.1 Related Parties

1. **Monkey Rock Group Inc.** – 100% shareholder
2. **AVIS Global Green Energy Fund Limited** – Pledgor of collateral (not a shareholder)
3. **Genesis Family Trust** – Beneficiary of collateral security

5.2 Transactions

**Share Capital (Monkey Rock Group Inc.):**

- Date: February 6, 2026
- Amount: USD 10,000,000.00 (cash)
- Terms: 1,000,000 shares at USD 10.00 per share

**Comprehensive Collateral Pledge Arrangement (AVIS Global Green Energy Fund Limited):**

- Date: February 6, 2026
- Agreement: Collateral Assignment and Management Agreement
- Transaction: AGGEF pledged and committed to pledge comprehensive collateral package to the Company as Collateral Agent
- Structure: First-ranking fixed charge under Irish law; AGGEF retains beneficial ownership; Company holds security interest for benefit of Noteholders

- **Current pledged collateral:** USD 27,007,278,673.77 (5 CD tranches)
- **Reserved collateral categories:**
  - Allocated physical gold (LBMA Good Delivery bars)
  - Project assets and equipment (VORTEX systems and related infrastructure)
  - Financial assets (cash, US Treasuries, other eligible instruments)
- Purpose: Secure obligations under Genesis Green Note Issuing Program
- Beneficiaries: Secured Parties (Noteholders)

- Accounting treatment: Off-balance sheet; disclosed in Note 2

**Collateral Management Fee (AVIS Global Green Energy Fund Limited):**

- Fee: 0.10% per annum on average Market Value of pledged collateral
- Payment: Quarterly in arrears
- Estimated Annual: USD 27,007,279+ (will increase as additional collateral is pledged)

### 5.3 Terms

All transactions are on arm's length commercial terms. The Board confirmed commercial fairness on February 2, 2026.

Note 6 – Contingent Liabilities and Commitments

### 6.1 Fiduciary Obligations

As Collateral Agent and Security Trustee, the Company has fiduciary duties to Noteholders including monitoring, valuation, reporting, perfection maintenance, and enforcement across multiple collateral types (CDs, gold, project assets, financial instruments).

### 6.2 Indemnification

The Company may be liable for gross negligence, willful misconduct, or bad faith, but not for market fluctuations, Pledgor failures, or events beyond reasonable control.

**Insurance:** Professional indemnity insurance maintained.

### 6.3 Limited Recourse

Noteholder recourse is limited to the comprehensive collateral package. The Company does not guarantee Notes or pledge its own assets.

### 6.4 Future Collateral Management Commitments

The Company is committed to:

- Managing allocation and custody of physical gold when allocated
- Coordinating with multiple custodians (HSBC México, UBS, HSBC UK, and others)
- Perfecting security interests over project assets as they are pledged
- Maintaining comprehensive collateral reporting across all asset types
- Monitoring market prices for gold and conducting periodic valuations of project assets

NOTE 7 – Subsequent Events

Management evaluated subsequent events through the date of approval. No material events require adjustment or disclosure beyond those stated.

**Note:** Interest continues to accrue on CDs after February 4, 2026, increasing collateral value. Additional collateral (gold, project assets, financial instruments) will be allocated and pledged in connection with Note issuances under the Programme.

21. STATEMENT OF ACCOUNTING POLICIES

**Basis of Preparation**

**Compliance:** These financial statements are prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the IASB.

**Currency:** United States Dollars (USD), rounded to the nearest dollar.

**Going Concern:** The Directors have assessed going concern and determined it appropriate based on USD 10M operating capital and anticipated fee income of USD 27M+ annually.

**Significant Accounting Policies**

**Cash and Cash Equivalents:** Measured at amortized cost; represents demand deposits.

**Collateral Held in Fiduciary Capacity:** Not recognized on balance sheet due to lack of beneficial ownership. Disclosed in notes for transparency. Includes multiple asset types (CDs, gold, project assets, financial instruments).

**Revenue Recognition:** Collateral management fees recognized quarterly as services performed, calculated on average Market Value of all pledged collateral.

**Financial Instruments:** Measured at amortized cost when held to collect contractual cash flows.

**Dr. Harris M. Kovoor**
Group Accountant

22. RESPONSIBILITIES OF MANAGEMENT

The Directors are responsible under North Carolina Business Corporation Act (Chapter 55) for:

- Maintaining accurate accounting records
- Integrity and completeness of this Statement of Affairs
- Fair presentation in accordance with IFRS
- Establishing adequate internal controls
- Safeguarding corporate assets
- Preventing and detecting fraud
- Proper management of comprehensive collateral package held in fiduciary capacity

The Directors confirm this Statement of Affairs fairly presents the financial position as of February 6, 2026 in accordance with IFRS and represents the Company's financial condition accurately.

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23. DIRECTORS' APPROVAL

The Statement of Affairs and related notes were approved by the Board of Directors on February 6, 2026.

**Signed on behalf of the Board:**

Place of Execution: Dubai, Date: 06 February 2026

**Signed on behalf of the Board:**

Place of Execution: Dubai

Date: 06 February 2026

Helmut Koenig, Head of Board

Eugen Daniel Anca, CFO

**Acknowledgment**

**For AVIS Global Green Energy Fund Limited:**

Helmut Koenig, Authorized Director

Jairo Restrepo Chavez, Authorized Director

Alfred Schedler, Authorized Director

INDEPENDENT AUDITOR'S REPORT ANNEX

**To the Shareholders of Genesis Collateral House Company**

**Independent Auditor**

In accordance with the applicable provisions of the North Carolina Business Corporation Act, the Company intends to appoint an independent certified public accountant to audit its financial statements. As of the balance sheet date, no independent auditor has been formally appointed. The appointment is in process and is expected to be completed in the ordinary course of business.

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**END OF OPENING STATEMENT OF AFFAIRS**

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**Document Control:**

- **Version:** Final for Execution
- **Date Prepared:** February 4, 2026
- **Approved By:** Board of Directors
- **Execution Date:** February 6, 2026

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This Opening Statement of Affairs consists of 23 pages and accurately reflects the financial position of Genesis Collateral House Company as of February 6, 2026, including disclosure of the comprehensive collateral package comprising Certificates of Deposit (USD 27,007,278,673.77 current value), allocated physical gold reserves, project assets and equipment, and financial instruments held in fiduciary capacity for the benefit of Noteholders under the Genesis Green Note Issuing Programme.

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# GENESIS COLLATERAL HOUSE COMPANY LTD

## ANNEX 3 - ISSUE-SPECIFIC SUMMARY FOR SERIES 2026-A-002

### A. Introduction and warnings

This summary should be read as an introduction to the Base Prospectus and the Series 2026-A-002 Final Terms. Any decision to invest in the Notes should be based on consideration of those documents as a whole. An investor could lose all or part of the invested capital. Civil liability attaches to the persons responsible for this summary only where it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the Final Terms, or where it does not provide key information to aid investors.

| | |
|---|---|
| **Issuer** | GENESIS Collateral House Company |
| **LEI** | 529900OWORDQKD4NG590 |
| **Series** | 2026-A-002 |
| **ISIN** | USU3712QAA05 |
| **Competent Authority** | Austrian Financial Market Authority |
| **Regulator Register Number** | [Regulator Register Number] |
| **Regulator Approval Date** | [Regulator Approval Date] |

### B. Key information on the Issuer

The Issuer is a North Carolina corporation incorporated in February 2026. It issues the Notes and administers, monitors and coordinates enforcement of the collateral. Monkey Rock Group Inc. owns 100% of the Issuer. As at 6 February 2026, the management-prepared opening statement reported USD 10,000,000 total assets, USD 10,000,000 total equity, USD 0 liabilities, USD 0 sales revenue and USD 0 profit or loss, reflecting the Issuer's clean and clear SPV status. Collateral under Management exceeded USD 27,000,000,000 and was held or administered in a fiduciary capacity rather than recognised as an asset of the Issuer. No independent audit opinion is included.

- The Issuer has no material operating or revenue history.
- The Issuer depends on related parties and service providers for essential functions.
- The Issuer acts as issuer, collateral agent and security trustee, creating conflicts of interest.
- Payment depends on funding, collateral value, enforceability and operational execution.

### C. Key information on the Notes

| | |
|---|---|
| **Instrument** | 6.50% Senior Secured Green Notes due 3 June 2036 |
| **Series cap / initial issue** | USD 5,000,000,000 / USD 500,000,000 |
| **Denomination** | USD 1,000 |

| | |
|---|---|
| **Interest** | 6.50% per annum; semi-annually on 3 June and 3 December |
| **Redemption** | 100% of principal plus accrued and unpaid interest on 3 June 2036 |
| **Status** | Senior secured, unsubordinated and non-convertible; no guarantee |
| **Collateral** | Collateral Basket described in the Base Prospectus and Final Terms |
| **Clearing** | Euroclear and Clearstream under NSS; no DTC position |
| Trading | Current: Vienna MTF and Frankfurt Open Market. Following registration and publication: public secondary-market trading and resale through Vienna, Frankfurt and any applicable activated dual-listed exchange. |
| **Governing law** | New York law |

- Investors may lose all or part of their investment.
- Collateral value, perfection, custody and realisation may be insufficient or delayed.
- The initial certificate-of-deposit collateral matures before the Notes.
- A liquid secondary market may not develop.
- The Notes create U.S.-dollar currency exposure and remain Regulation S securities.

## D. Key information on the Austrian public offer

| | |
|---|---|
| **Offer** | Secondary public resales of Series 2026-A-002 |
| **Offer jurisdiction** | Austria and each jurisdiction identified by a Regulator Passport Notification Number |
| **Offer period** | [Public Offer Commencement Date] to [Public Offer Closing Date] |
| **Offer price** | Market or intermediary price, plus accrued interest and disclosed transaction costs |
| **Minimum purchase** | One Note of USD 1,000 |
| **Settlement** | Euroclear/Clearstream participant accounts |
| **Issuer proceeds** | None from secondary resales |