

**QUALIFIED INSTITUTIONAL INVESTORS ONLY**

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**CONFIDENTIAL OFFERING MEMORANDUM**

**Up to USD 5,000,000,000 Senior Secured Notes**

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*The Genesis Green Note Issuing Program Sponsored by*



**AVIS UMBRELLA**

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17 - 25 Via Ingegno 84087 Sarno (SA), Italy

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October 13, 2025

## Contents

CONFIDENTIALITY NOTICE .....	3
DISCLAIMER AND IMPORTANT NOTICES .....	3
TRANSACTION PARTIES .....	5
SUMMARY OF TERMS .....	5
PROGRAM OVERVIEW .....	9
NOTE STRUCTURE AND SECURITY .....	10
RISK FACTORS .....	15
ESG FRAMEWORK AND ALIGNMENT .....	16
CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS .....	17
CERTAIN ERISA CONSIDERATIONS .....	18
DESCRIPTION OF THE ISSUER .....	18
INVESTMENT PARTICIPATION.....	19
GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL .....	19
INDEPENDENT AUDITORS; LEGAL COUNSEL .....	19
APPENDIX A: FORM OF TRANSFER RESTRICTION LEGENDS.....	20
APPENDIX B: SUMMARY OF CENTRALIZED SECURITY AGREEMENT .....	22
AND PERFECTION STEPS.....	22
APPENDIX C: ESG USE-OF-PROCEEDS CATEGORIES.....	24
AND REPORTING PARAMETERS .....	24
APPENDIX D: DEFINITIONS.....	26
APPENDIX E .....	28
SAMPLE PRICING SUPPLEMENT .....	28

## CONFIDENTIALITY NOTICE

This Offering Memorandum is being provided on a confidential basis to a limited number of qualified institutional buyers (“QIBs”) as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the “Securities Act”), in the United States, and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act (“Reg. S”).

This Memorandum and the materials accompanying this Memorandum contain confidential, proprietary, and nonpublic information including, without limitation, financial information, strategy, and data (collectively, the “Information”) regarding the Company. By accepting this Memorandum, each recipient acknowledges that the Information is confidential and agrees to treat it accordingly. The recipient shall not disclose the Information, in whole or in part, to any person or entity other than its professional advisors, nor permit its affiliates to do so, without the prior written consent of the Company. The recipient shall not reproduce the Information without such consent.

The recipient further agrees to use this Offering Memorandum solely for the purpose of evaluating a potential investment in the debt securities described herein. Any unauthorized use may violate applicable securities laws and confidentiality obligations. The recipient agrees not to use the Information in any manner that is harmful to, or competitive with, the Company or its affiliates. If the recipient does not commit to participate in the contemplated structure, the recipient shall promptly return or destroy this Memorandum and any related documentation upon request.

## DISCLAIMER AND IMPORTANT NOTICES

**Jurisdictional Disclaimer:** No action has been or will be taken to permit a public offering of the Notes in any jurisdiction. This Memorandum is confidential and may not be copied or distributed to any person other than the intended recipient.

This Offering Memorandum is being furnished on a confidential basis to a limited number of QIBs in the United States pursuant to Rule 144A under the Securities Act, and to non-U.S. persons outside the United States pursuant to Reg. S under the Securities Act. It does not constitute an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction where such offer or solicitation would be unlawful.

**Notice to Investors in the United States (Rule 144A):** The securities described herein have not been and will not be registered under the Securities Act or the securities laws of any U.S. state, including the State of New York, or any foreign jurisdiction. Accordingly, they may not be offered or sold in the United States or to U.S. persons unless pursuant to an exemption from the registration requirements of the Securities Act and applicable state laws. Each purchaser of Notes in the United States will be deemed to have made the representations described under “Transfer Restrictions; Notice to Investors.”

**Notice to Non-U.S. Investors (Regulation S):** This Memorandum is not intended for

distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation. Recipients are required to inform themselves about and observe any such restrictions. See “Offering and Transfer Restrictions.” Any failure to comply with these restrictions may constitute a violation of applicable securities laws.

**MiFID II / PRIIPs:** No key information document (KID) has been prepared. The Notes are not intended for retail investors in the EEA or the UK.

## **Conflicts of Interest**

The Seller/Bondholder may also act as the Collateral Agent. In addition, the Seller/Bondholder and the Lead Manager are affiliates under common control. These relationships may give rise to conflicts of interest. Investors should carefully review “Risk Factors—Conflicts of Interest” for further details.

**No Fiduciary Duty:** The Issuer, the Lead Manager, and their respective affiliates are acting solely in the capacities expressly set forth herein and not as fiduciaries or advisers to any investor unless expressly agreed in writing.

The Issuer makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing in this Memorandum shall be relied upon as a promise or representation as to past or future performance. This document may include forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those projected.

This Memorandum supersedes any prior materials to the extent they are inconsistent with the information contained herein. The contents of this Memorandum are subject to completion, amendment, and revision. The Issuer is solely responsible for the preparation and accuracy of this Memorandum.

The Issuer reserves the right, at any time and in its sole discretion, to modify, amend, or withdraw all or any portion of the Offering. The Issuer may accept investment interest for only a portion of the securities described herein and may continue the Offering thereafter.

The Issuer further reserves the right to evaluate, approve, or disapprove any prospective investor and to accept or reject any expression of interest, in whole or in part, without obligation to provide reasons.

**Governing Law:** This Offering Memorandum is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

## TRANSACTION PARTIES

**Lead Manager:** AVIS Global Green Energy Fund LTD, a company incorporated under the laws of Ireland

**Collateral Agent:** AVIS Capital Ltd., a company incorporated under the laws of Hungary

**Calculating Agent:** Breinrock Bank

**Paying Agent:** Breinrock Bank

**Paying Agent Escrow Bank:** Breinrock Bank, Canada

**Registrar:** Standard Registrar and Transfer Corporation

**Transfer Agent:** Standard Registrar and Transfer Corporation

**Syndicate Broker:** GT Securities, Inc.

## SUMMARY OF TERMS

**Issuer:** The Genesis Family Trust, a North Carolina trust  
(LEI: 9845002L1ADC963CDC77)

**Total Program Size:** **USD 5,000,000,000**

**Series/Tranche:** Series A-001; Tranche A-001

The aggregate authorized issuance under this series is USD 1,000,000,000 principal amount of Notes (Tranche 001). Of this amount, the current issuance consists of USD 500,000,000 aggregate principal amount of Notes, with the remaining USD 500,000,000 reserved.

**Form/Denomination:** Global registered notes in minimum denominations of USD 1,000,000 and integral multiples thereof. Minimum investment: USD 1,000,000. Target institutional lot size: USD 500,000,000 per Note, as specified in the applicable term sheet. In the event of any inconsistency, the executed transaction documents shall prevail.

**Issue Size:** The Issuer may issue additional Notes under the Program up to the authorized amount of USD 5,000,000,000, subject to market demand and regulatory considerations.

**Issue Price:** 100% of Nominal Amount (clean), plus accrued interest, if any.

**Settlement Currency:** U.S. Dollars (USD).

**Trade Date:** December 29, 2025

**Issue Date:** December 29, 2025

**Maturity Date:** October 22, 2035

**Final Settlement Date:** October 22, 2035 applicable to final cash flows as described

in “Payment Mechanics and Settlement.” In the event of any inconsistency between the Maturity Date and Final Settlement Date, payments shall align with the defined Payment Dates, and principal shall be payable on the stated Maturity Date unless a valid extension or rollover election is made pursuant to “Rollover and Extension Option.”

**Status; Ranking:** The Notes are senior secured obligations of the Issuer, ranking *pari passu* among themselves and with other senior secured indebtedness of the Issuer, subject to permitted liens and mandatory priorities of law. See “Security; Collateral; Intercreditor.”

**Coupon:** Fixed rate of 0.50% per annum, 30/360-day count, payable annually in arrears on each Payment Date.

**Payment Dates:** One payment per year on the anniversary of the issue date, commencing October 22, 2026, to and including Maturity. If a Payment Date falls on a day that is not a Business Day, payment will be made on the next Business Day without additional interest.

**Business Day Convention:** Following Business Day.

**Business Days:** TARGET, New York, London, and Dubai.

**Accrual Basis:** 30/360 (Bond Basis).

**Clearing and Settlement:** DTC / Euroclear, if arranged,

- **Rule 144A Notes:** Expected to settle through DTC.
- **Regulation S Notes:** Expected to settle through Euroclear or Clearstream.
- Interests in the Notes will be represented by book-entry interests maintained through the relevant clearing systems. Title to such interests and transfers thereof will be effected only through records maintained by the clearing system participants.

**Notices:** Notices to holders will be given in accordance with the Note documents, including via DTC/Euroclear/ Clearstream and any designated information system.

**Redemption at Maturity:** 100% of the outstanding principal amount, plus accrued and unpaid interest to (but excluding) the Maturity Date.

**Early Redemption:** No issuer call; no investor put, except as required by law. See “Events of Default and Remedies” and “Tax Redemption” (if applicable).

**Security; Collateral; Intercreditor:** The Notes are expected to be secured by the following asset pool, pursuant to that certain Security Agreement SA-JDH 021968-01 dated May 17, 2007.

**The Collateral includes, without limitation:**

1. **Financial Assets:** U.S. Treasury securities, cash, and cash equivalents held in designated collateral accounts, including Demand Deposit Account (DDA)/Trust General Account Number 092172975 (USD), maintained at Wells Fargo, N.A., ABA Routing No. 051000033.
2. **Commodity Interests:** Verified gold reserves and/or gold delivery rights, including interests associated with the Las Animas Mine (Colombia), subject to legal due diligence, enforceability review, and perfection under applicable law.
3. **Project and Equipment Assets:** Equipment and infrastructure supporting eligible green projects, including VORTEX containerized mills and related systems.
4. **Credit Enhancement Instruments:** An insurance wrap or similar credit support mechanism intended to enhance investor protection and overall creditworthiness.

The Security Agreement shall incorporate and supplement the terms of that certain Pledge Agreement dated July 29, 2025, entered into between, on the one hand, the Issuer, AVIS Umbrella, and AVIS Global Green Energy Fund Limited, as Pledgors, and, on the other hand, the Collateral Agent, and shall govern all collateral described therein and herein. Collateral custody and perfection will be documented through account control agreements, and applicable local law filings, including UCC-1 financing statements for U.S. assets and equivalent perfection procedures for foreign assets.

Any blockchain-based tokenization of claims will be contractually mapped to the underlying enforceable security interests to ensure legal recognition and traceability. For further details, see “Security and Collateral Arrangements.”

**Smart Contract/Tokenization:** Certain payment flows and margin operations may be automated through smart contracts and/or tokenized representations of contractual rights. Legal enforceability will be grounded in written agreements, with smart contract code treated as an operational tool rather than a standalone legal instrument.

All automated actions will be documented and governed by the underlying contracts to prevent unintended asset disposals or execution errors. Tokenized claims, if used, will be contractually mapped to enforceable rights and secured interests.

See “Smart Contract Enforceability,” and “Security Token Structure and Functionality” for further details.

**Listing and Trading:** The securities will not be listed on any public exchange at the time of issuance. Private secondary liquidity may be facilitated on a best-efforts basis by the Issuer or designated agents, subject to applicable transfer restrictions and investor eligibility.

The Issuer may pursue future listing on one or more platforms, including the Luxembourg Green Exchange (LGX), NASDAQ Riga (Latvia), or the AVIS blockchain-based Exchange

(AVIS XCHG), although no assurance is provided that such listings will occur or be maintained.

See “Plan of Distribution and Secondary Market” for further details.

**Collateral Agent, Investor Commitment Agreement, and Calculation Agent Structure:** The Notes will be issued pursuant to an Investor Commitment Agreement suitable for a Rule 144A or Regulation S private placement.

The Collateral Agent holds the security interest in the collateral for the benefit of the Noteholders and is authorized to take enforcement action under the Security Agreement in accordance with its terms. Noteholders are not direct signatories to the Security Agreement but are third-party beneficiaries thereof.

Breinrock Bank will act as Calculation and Payment Agent.

Standard Registrar and Transfer Corporation will act as Transfer Agent, and Registrar.

See “Description of the Notes” for further details.

**Governing Law; Jurisdiction:** The Notes, the Investor Commitment Agreement, and all related security documents shall be governed by the laws of the State of New York, except with respect to the perfection of security interests in assets located outside the United States, which shall be governed by the applicable local laws of the relevant jurisdictions.

Each party irrevocably submits to the non-exclusive jurisdiction of the state and federal courts located in New York County, New York, for any legal proceedings arising out of or relating to the Notes or related agreements.

For the avoidance of doubt, this clause supersedes and replaces any inconsistent references to the laws of the United States of America or the State of North Carolina contained in any prior term sheets or preliminary materials relating to the Notes.

**Minimum Investment Amount:** The minimum investment amount is USD 1,000,000, subject to acceptance by the Issuer. No formal subscription agreement will be provided; participation will be documented through executed transaction documents and investor representations.

**Offering Restrictions:** The Notes may be offered only to Qualified Institutional Buyers (QIBs) under Rule 144A and to non-U.S. persons under Regulation S, in accordance with applicable securities laws.

No public offering will be made in the United States, Canada, Japan, the United Kingdom, or the European Economic Area (EEA). Retail marketing in the EEA and UK is expressly prohibited.

**Transfer Restrictions:** Transfers of the Notes will be subject to applicable legends, DTC procedures (if applicable), and the distribution compliance period under Regulation S.

Customary transfer certifications may be required to confirm investor eligibility and compliance with offering restrictions.

See “Transfer Restrictions; Notice to Investors” for further details.

## PROGRAM OVERVIEW

The *Genesis Green Note Issuing Program* contemplates multiple issuances of senior secured notes to institutional investors. Proceeds are expected to be deployed into green industrial infrastructure projects, including:

- Contactless milling technologies (e.g., VORTEX systems);
- Sustainable mining inputs and equipment; and
- Related sustainable infrastructure and environmental assets.
- HMD ring reactor generators for electric power.
- 3D kinetic fusion printing technology.
- Management and 3D designing software for 3D printing robots.
- 3D printing units for large hull manufacturing with nanopowder technology.
- Related laboratory and infrastructure equipment's.
- Related industrial merger and acquisitions of.
- Project development and related infrastructure.

The program may be supported by a collateral basket comprising U.S. Treasuries, verified gold reserves, equipment assets, and an insurance wrap to enhance credit support.

### **DTC Eligibility Authorization.**

The Issuer acknowledges that, pursuant to The Depository Trust Company (“DTC”) Operational Arrangements, only a DTC Participant may submit an Issue Eligibility Request. In light of the transfer of authority under the Power of Attorney originally granted by the Issuer's prior assignee and duly assigned to the Seller/Bondholder, the Lead Manager, acting as placement agent and underwriter under this Offering Memorandum, is hereby designated as the Issuer's authorized representative for purposes of coordinating DTC eligibility. The Lead Manager is expressly authorized to engage and retain a qualified DTC Participant to prepare, sponsor, and file the Issuer's Issue Eligibility Request with DTC, and to take all actions reasonably necessary to effectuate such eligibility. All costs and expenses associated with such engagement shall be borne by the Issuer or as otherwise agreed in writing.

## NOTE STRUCTURE AND SECURITY

### Description of the Notes

- **Form and Denomination:** Book-entry interests through DTC (Rule 144A) and Euroclear/Clearstream (Reg S), if applicable. Minimum denomination is USD 1,000,000. Definitive certificated notes are not expected to be issued except in limited circumstances.
- **Interest:** Fixed 0.50% per annum, 30/360, annual in arrears on each October 22, commencing October 22, 2026.
- **Business Day Convention:** Following Business Day.
- **Business Day:** TARGET/NY/London/Dubai.
- **Record Date:** One Business Day prior to each Payment Date (or as set by the depository).
- **Redemption and Purchase:** No scheduled amortization prior to Maturity; redemption at par at Maturity. The Issuer may repurchase Notes in the open market or otherwise (cancellation or treasury, as permitted).
- **Rollover and Extension Option:** Any reference in prior materials to an automatic 10-year rollover is not applicable to this Series. Any extension requires mutual written agreement among the Issuer and the then-current holders representing the requisite percentage under the governing documents and may require regulatory confirmation. Absent such agreement, the Notes mature on October 22, 2035.
- **Optional Tax Redemption:** The Issuer may redeem the Notes in whole (but not in part) if, because of changes in tax law, it becomes obligated to gross-up payments and such obligation cannot be avoided.
- **Redemption price:** 100% plus accrued interest.
- **Withholding Taxes; Additional Amounts:** Unless expressly provided otherwise in a supplement, no gross-up will be paid. Investors are responsible for tax documentation.
- **Events of Default:** Customary events of default, including: (i) non-payment of interest or principal after applicable grace period; (ii) breach of material covenants; (iii) cross-acceleration/cross-default above a threshold; (iv) certain bankruptcy/insolvency events; (v) invalidity or unenforceability of security interests; and (vi) failure to maintain collateral coverage or perfection as specified in the Security Agreement, subject to cure periods. Remedies include acceleration and enforcement against the collateral under the Collateral Agency

Agreement.

- **Covenants:**

- **Affirmative:** Maintenance of books and records; delivery of annual audited and periodic unaudited financial statements; maintenance of collateral coverage and insurance policies; compliance with law; use of proceeds as described; maintenance of accounts and control agreements; ESG reporting (if applicable); OFAC/AML/KYC compliance.
- **Negative:** Limitations on liens (other than permitted liens), asset sales, distributions, restricted payments, additional indebtedness, affiliate transactions, and mergers, each as defined in the Note documents and subject to customary baskets.
- **Reporting:** Provide holders or the collateral agent: (i) annual audited financial statements within 180 days of fiscal year end; (ii) quarterly reports within 60 days of each fiscal quarter; (iii) collateral certificates and valuations as set forth in the Security Agreement; (iv) notice of material events.
- **Calculation and Paying Agent; Registrar:** Securities Transfer Corporation, as Calculation and Paying Agent and as Registrar/Transfer Agent, or any successor appointed under the Note documents.
- **Governing Law; Jurisdiction:** New York law; courts of New York County, New York (non-exclusive).

## **Security and Collateral Arrangements**

The Notes are intended to be secured by a first-priority security interest in a diversified collateral package, which may include:

- U.S. Treasuries, cash, and eligible cash equivalents held in pledged, controlled accounts with an approved custodian;
- Verified gold reserves or gold-related collateral, including rights associated with the subject to confirmatory technical reports and enforceable security interests;
- Equipment assets, including VORTEX containerized milling units, and certain project-related infrastructure;
- Insurance policies or financial guarantees providing coverage for specified risks.
- The collateral package, eligibility criteria, advance rates, valuation methodologies, and maintenance tests will be detailed in the Security Agreement and collateral waterfall documentation.

- **Custody and Perfection:** The Issuer will implement UCC-1 financing statement filings, account control agreements, securities account control arrangements, and applicable local law perfection steps for non-U.S. assets (e.g., Colombia). All perfection steps, legal opinions, and evidence of enforceability must be delivered prior to initial funding or within specified post-closing periods. Amendments or continuations, if required, will be made via UCC-3 filings.
- **Collateral Triggers:** Shortfalls in maintenance tests, adverse collateral events, or enforcement events may trigger increased reserves, suspensions of distributions, or enforcement. See “Liquidity Waterfall and Cash Flow Allocation.”
- **Intercreditor:** If multiple creditor classes exist, an intercreditor agreement will govern relative priorities. For this Series, the Noteholders share *pari passu* on the collateral subject to permitted liens and priorities of law.
- Each QIB participating in the Program will be deemed to have acknowledged and accepted the terms of the Security Agreement and the Appointment of the Collateral Agent by executing the Investment Commitment Agreement. No separate execution of the Security Agreement by individual Noteholders is required.

## Security Token Structure and Functionality

The Notes offered hereby are also issued as digital security tokens (“Security Tokens”) on the AVIS XCHG, pursuant to smart contracts that encode the terms of the debt instrument and facilitate automated compliance and settlement.

- **Smart Contracts:** The smart contracts governing the Security Tokens:
  - Encode principal, interest, and maturity terms, including payment schedules and default triggers.
  - Enable automated margining and collateral substitution (collateral top-ups) as well as auditability and transparency of repo terms via on-chain metadata, consistent with repo-style mechanics.
  - Support title transfer and rehypothecation, subject to embedded restrictions and investor eligibility.
  - Enforce KYC/AML whitelisting, jurisdictional filters, and holding period constraints.
  - Mirror the original paper certificate, represent fractional interest in the Issuer’s debt obligations, and are governed by New York law.
- **Repos:** The Security tokens may be used in tokenized repurchase transactions (“Tokenized Repos”), where the tokens themselves serve as the transferable title to the underlying debt.
- **Custody, Transferability, and Compliance:** Security Tokens may be held in self-custodied wallets or through regulated custodians. Transfers are permitted

only via the smart contract and subject to embedded compliance logic. Tokens sold under Rule 144A will bear legends restricting resale except pursuant to an exemption. Tokens sold under Regulation S will be subject to distribution compliance periods and transfer restrictions.

- **Coupon & Redemption Payments:** The coupon and redemption payments may be made using tokenized USDs on the AVIS XCHG. The AVIS XCHG will connect to conventional settlement systems such as Euroclear and Clearstream, allowing investors to hold the digital bond through their traditional custodians.

## Smart Contract Enforceability

Where smart contracts or blockchain tokenization are used to facilitate payments, collateral monitoring, or margin mechanics:

- The controlling legal terms will reside in the written agreements; smart contract code will serve solely as an execution tool.
- Automated actions, such as margin calls or liquidations, will be subject to human override and dispute resolution mechanisms, except in narrowly defined circumstances agreed upon by holders.
- Any on-chain representation of assets or claims will be legally mapped to the corresponding underlying property rights and enforceable security interests.

## Liquidity Waterfall and Cash Flow Allocation

Subject to the terms of the Note documents, cash flows and recoveries may be allocated in the following order of priority:

1. Trustee, collateral agent, paying agent, and calculation agent fees, along with enforcement-related costs;
2. Insurance premiums and required reserve contributions;
3. Interest payments due to Noteholders, on a *pro rata* basis;
4. Replenishment of margin and liquidity reserves to maintain minimum thresholds;
5. Principal distributions, whether in connection with scheduled maturity or enforcement events;
6. Residual amounts, if any, to the Issuer, subject to applicable restrictions.

## Plan of Distribution and Secondary Market

- **Distribution:** The Notes will be offered to QIBs under Rule 144A and to non-U.S. persons under Regulation S, through a syndicate led by the Lead Manager and Co-Lead Manager, on a private placement basis. No underwriting obligation is assumed unless expressly stated in the transaction documents. *Final pricing terms will be set forth in a Pricing Supplement to be delivered to investors prior to settlement.*
- **Stabilization and Market Making:** Neither the Issuer nor the Managers are obligated to make a market for the Notes. Any secondary quotations will be provided on a best-efforts basis and will reflect prevailing market conditions, internal valuation models, and applicable transaction costs.
- **Offering Restrictions:**
  - **United States:** Offers only to QIBs under Rule 144A; no general solicitation permitted.
  - **Regulation S:** Offshore transactions to non-U.S. persons; subject to the distribution compliance period.
  - **EEA/UK:** No PRIIPs KID; not intended for retail investors.
  - **Canada, Japan, United Kingdom:** Offers permitted only under applicable local exemptions, including:

**Canada:** Exemptions under National Instrument 45-106 (Prospectus Exemptions), including the Accredited Investor Exemption and Minimum Amount Investment Exemption. Foreign issuers may also rely on NI 71-102 for continuous disclosure relief if they qualify as designated foreign issuers.

**Japan:** Offers may be made under the Private Placement Exemption in Article 2(3) of the Financial Instruments and Exchange Act (FIEA), typically limited to Qualified Institutional Investors (QIIs) or fewer than 50 offerees. No public solicitation is permitted without registration.

**United Kingdom:** Offers exempt under the Public Offers and Admissions to Trading Regulations 2024 (POATRs), including offers to Qualified Investors or offers where securities are admitted to trading on a UK regulated market. No prospectus is required if the offer falls within specified exemptions under the FCA's PRM Rules.

## Transfer Restrictions; Notice to Investors

- Securities Act Legend: THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION. HEDGING TRANSACTIONS MAY BE CONDUCTED ONLY IN COMPLIANCE WITH THE SECURITIES ACT.
- Rule 144A: Each purchaser represents that it is a QIB and is acquiring the Notes for investment and not with a view to distribution, and agrees to resell only pursuant to Rule 144A, Regulation S, or another applicable exemption.
- Regulation S: Each purchaser represents it is a non-U.S. person acquiring in an offshore transaction and agrees to resell only pursuant to Regulation S after the distribution compliance period, Rule 144A, or another exemption.
- Legends and Certification: Transfers will require certifications customary for 144A/Reg S notes and compliance with the applicable legends.

See Appendix A: *Form of Transfer Restriction Legends*.

## RISK FACTORS

Prospective investors should carefully consider the following material risks, among others:

- **Market, Liquidity, and Interest Rate Risk:** The Notes may offer a low fixed coupon and exhibit price sensitivity to changes in interest rates and credit spreads. Limited or no secondary market may result in price volatility and illiquidity, especially for bespoke repo arrangements.
- **Issuer and Collateral Credit Risk:** Payment obligations are solely those of the Issuer, without third-party guarantees. Deterioration in the Issuer's credit profile or collateral value may impair recoveries. Collateral concentration or correlation may amplify adverse market effects.
- **Cross-Border Enforcement and Legal Structure Risk:** Enforcement against foreign collateral may be slow, uncertain, and costly due to conflicting laws and procedural barriers. Legal enforceability depends on alignment between smart contract code and written agreements; inconsistencies will be resolved in favor of the executed Note documents.
- **Affiliated Roles and Conflicts of Interest Risk:** The Lead Manager, and the Collateral Agent are affiliated entities under common control. Accordingly, their interests may diverge from or may not be aligned with those of investors' in connection with the structuring, pricing, disclosure, collateral selection, and distribution of the Notes, and ongoing management of the transaction. Investors should carefully consider these conflicts when evaluating an investment in the securities.

- **Indemnification:** The Seller/Bondholder, acting as Lead Manager, shall not be liable to any investor for any loss, claim, damage, or liability arising out of such conflicts of interest, provided that such party has acted in good faith and in a commercially reasonable manner. Each investor, by accepting the securities, agrees to indemnify and hold harmless the Seller/Bondholder in its capacity as Lead Manager against any claims or liabilities arising from such dual roles, except to the extent resulting from gross negligence, willful misconduct, or material misrepresentation in the Offering Memorandum.
- **Custodial, Operational, and Algorithmic Risk:** Algorithmic execution and, margin support may malfunction or behave unpredictably. Risks include private key loss, counterparty exposure, and depletion of reserves due to operational failures.
- **Regulatory and Classification Risk:** The Notes may be reclassified under changing U.S. or foreign securities or derivatives laws affecting transferability, tax treatment, or structure. This includes uncertainty around tokenized repos and digital securities.
- **Valuation and ESG Alignment Risk:** Collateral valuation methodologies may evolve, and shadow ratings may not reflect actual creditworthiness. ESG targets are not guaranteed and depend on technical feasibility and evolving regulatory interpretations.

## ESG FRAMEWORK AND ALIGNMENT

The Issuer has established this ESG Framework to guide the issuance of green bonds in alignment with the *ICMA Green Bond Principles (GBP)* and the eligibility criteria of the LGX. ESG eligibility and listing on green exchanges are not guaranteed and remain subject to third-party validation and evolving regulatory interpretations.

### Use of Proceeds

The Issuer expects to use the net proceeds exclusively to finance and/or refinance eligible green and sustainable assets and projects within the Issuer's Program, including green manufacturing, sustainable mining equipment and processes, and related infrastructure aligned with the Issuer's ESG Framework and aligned with the ICMA Green Bond Principles and the LGX criteria.

Pending allocation, net proceeds may be temporarily held in cash, cash equivalents, or short-term instruments in accordance with the Issuer's treasury management policy. These instruments may not qualify as "green" assets.

The Issuer will not allocate proceeds to general liquidity, margin reserves, collateral accounts, or operating expenses unless such uses are directly and demonstrably linked to eligible green projects.

### Project Evaluation and Selection

Projects are selected based on environmental impact, alignment with the EU Taxonomy

and UN Sustainable Development Goals (SDGs), and internal sustainability criteria reviewed by the Issuer's or the Managers' ESG Committee.

### **Management of Proceeds**

Proceeds will be tracked via a dedicated account or internal system. Unallocated funds will be held in ESG-compliant instruments.

### **Reporting**

The Issuer will publish annual allocation reports and, where feasible, impact reports detailing environmental benefits such as emissions reductions and energy savings.

### **External Review**

A Second Party Opinion (SPO) may be obtained prior to issuance to confirm alignment with ICMA GBP and LGX standards. Post-issuance verification may be conducted to ensure transparency.

### **No Representation.**

ESG labels do not create additional payment obligations or remedies beyond those set forth in the Note documents.

## **CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS**

The following is a general summary of certain U.S. federal income tax considerations applicable to U.S. Holders and Non-U.S. Holders of the Notes, based on current law. This summary does not constitute tax advice. Investors should consult their own tax advisers regarding the tax consequences of an investment in the Notes applicable to their individual circumstances. No tax gross-up will be provided unless expressly stated in the transaction documents.

- **Interest:** Generally taxable as ordinary income to U.S. Holders when received or accrued.
- **Original Issue Discount (OID) / Market Discount:** If the Notes are issued at a discount, U.S. tax rules governing OID or market discount may apply.
- **Non-U.S. Holders:** Interest may qualify for the portfolio interest exemption if applicable conditions are met and the investor provides the required documentation (e.g., IRS Form W-8BEN or W-8BEN-E). Backup withholding and FATCA reporting may apply.
- **Other Taxes:** This summary does not address state, local, or non-U.S. tax considerations. Investors are advised to consult their own tax advisers regarding

the tax consequences of an investment in the Notes.

## CERTAIN ERISA CONSIDERATIONS

The Notes may be acquired by or on behalf of employee benefit plans subject to the Employee Retirement Income Security Act of 1974 (ERISA) or Section 4975 of the Internal Revenue Code of 1986 (the Code) only if such acquisition and holding will not result in a non-exempt prohibited transaction under ERISA or the Code.

Each purchaser will be deemed to represent and agree to customary ERISA-related representations. A specific “ERISA Restricted” legend and related transfer representation may be required in connection with any transfer of the Notes.

## DESCRIPTION OF THE ISSUER

- **Registration History:** The Genesis Family Trust was originally established on October 4, 2010 under the laws of the State of North Carolina. The Legal Entity Identifier (LEI) associated with the Trust—9845002L1ADC963CDC77—was registered on October 22, 2022 for purposes of financial reporting and market transparency. The LEI registration does not alter or supersede the Trust’s original legal formation date, but reflects its participation in regulated financial markets pursuant to applicable global standards.
- **Principal Office:** 14460 New Falls of Neuse Rd, Suite 149-305, Raleigh, NC 27614, USA.
- **Business Purpose:** The issuer is a family trust organized, validly existing, and in good standing under the laws of the United States. The execution, delivery and performance of agreements ancillary to this Offering Memorandum have been duly authorized by all necessary action. The Issuer was established to facilitate investment in, among other things, green industrial parks, sustainable manufacturing platforms, and associated infrastructure projects. These investments may be undertaken in collaboration with AVIS Umbrella, a holding company registered in Hungary, and other affiliated structures engaged in environmental innovation, advanced materials, and regenerative industrial development.
- **Management:** The Genesis Green Note Issuing Program is managed by AVIS Umbrella’s Authorized Capital Management team, together with its designated syndicate partners. This management group is responsible for overseeing treasury operations, investment strategy, and regulatory compliance in connection with the Program.
- **Regulatory Status:** The Issuer is not a bank and does not provide financial or investment services to the general public. Securities offered under this Memorandum are available solely to institutional investors pursuant to applicable exemptions from registration under the Securities Act, including Rule 144A and Reg. S.

- **Financial Information:** The Issuer will provide annual audited financial statements and interim updates as required under the terms of applicable covenants. Summary financial data and key performance indicators (KPIs) will be made available in the designated data room and updated periodically. Any references to material cash balances, credit facilities, or U.S. Treasury holdings are subject to confirmation via custodian statements and independent auditor verification as a condition precedent to closing.

## **INVESTMENT PARTICIPATION**

Investors may participate in this offering by executing the relevant transaction documents, which will specify allocations, pricing, funding mechanics, representations, indemnities, and other material terms.

Funding is subject to customary conditions precedent, including delivery of executed security and collateral documents, completion of perfection steps, officer certificates, legal opinions covering enforceability, creation and perfection of security interests, and any applicable non-U.S. law for foreign collateral, and evidence of required insurance coverage.

## **GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL**

- This Memorandum, the Notes, and the Note documents are governed by New York law. The parties submit to the non-exclusive jurisdiction of state and federal courts in New York County, New York, and waive any right to a jury trial to the fullest extent permitted by law.

## **INDEPENDENT AUDITORS; LEGAL COUNSEL**

**Auditors:** TO BE APPOINTED

**Strategic Counsel to the Sponsor:** Josefina Fernandez McEvoy

**Manager' Counsel:** Dr. Norbert Szilagyi, 9063 Nagybajcs, Kisero UTCA 7

### **Available Information**

- For so long as any Notes are outstanding, the Issuer will provide to Noteholders, upon request and subject to confidentiality undertakings, the information required to comply with Rule 144A(d)(4) under the Securities Act including the Appendixes listed below.

### **APPENDIX A: FORM OF TRANSFER RESTRICTION LEGENDS**

### **APPENDIX B: SUMMARY OF SECURITY DOCUMENTS AND PERFECTION STEPS**

### **APPENDIX C: ESG USE-OF-PROCEEDS CATEGORIES AND REPORTING**

## PARAMETERS

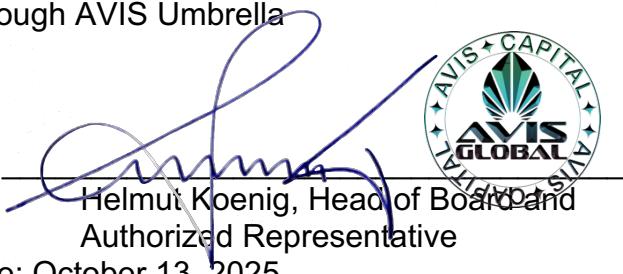
## APPENDIX D: DEFINITIONS

## APPENDIX E: SAMPLE PRICING SUPPLEMENT

This Offering Memorandum has been approved for distribution by:

The Genesis Family Trust  
Through AVIS Umbrella

By:

  
Helmut Koenig, Head of Board and  
Authorized Representative

Date: October 13, 2025



## APPENDIX A: FORM OF TRANSFER RESTRICTION LEGENDS

The following legends must appear on any definitive Note certificates, digital representations, or smart contract interfaces associated with the Notes. These legends reflect applicable securities laws and jurisdictional restrictions.

### U.S. Securities Act Legend (Rule 144A)

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (A) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, SUBJECT TO THE RECEIPT BY THE ISSUER OF AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE ISSUER THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION.

### Regulation S Legend (Non-U.S. Persons)

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION. HEDGING TRANSACTIONS INVOLVING THIS SECURITY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

### **Canada Legend**

THIS SECURITY MAY ONLY BE OFFERED OR SOLD IN CANADA PURSUANT TO AN EXEMPTION FROM THE PROSPECTUS REQUIREMENTS UNDER NATIONAL INSTRUMENT 45-106. THIS SECURITY IS NOT LISTED ON ANY CANADIAN EXCHANGE AND MAY NOT BE DISTRIBUTED TO RETAIL INVESTORS.

### **Japan Legend**

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS AND EXCHANGE ACT OF JAPAN. THIS SECURITY MAY ONLY BE OFFERED OR SOLD IN JAPAN TO QUALIFIED INSTITUTIONAL INVESTORS OR UNDER AN APPLICABLE PRIVATE PLACEMENT EXEMPTION.

### **United Kingdom Legend**

THIS SECURITY MAY NOT BE OFFERED OR SOLD TO RETAIL INVESTORS IN THE UNITED KINGDOM. ANY OFFERING MUST COMPLY WITH THE PUBLIC OFFERS AND ADMISSIONS TO TRADING REGULATIONS 2024 AND THE FINANCIAL CONDUCT AUTHORITY'S PROSPECTUS REGULATION RULES.

### **European Economic Area (EEA) Legend**

THIS SECURITY MAY NOT BE OFFERED OR SOLD TO RETAIL INVESTORS IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA. ANY OFFERING MUST COMPLY WITH THE EU PROSPECTUS REGULATION AND LOCAL IMPLEMENTING RULES.

### **Green Exchange Disclaimer (If Applicable)**

THIS SECURITY IS NOT GUARANTEED TO MEET ESG OR GREEN LISTING CRITERIA. ANY REPRESENTATION OF ESG ALIGNMENT IS SUBJECT TO THIRD-PARTY VALIDATION AND MAY BE REASSESSED BASED ON EVOLVING REGULATORY INTERPRETATIONS.

### **Digital Asset / Tokenized Note Legend (If Applicable)**

TRANSFER OF THIS SECURITY VIA DIGITAL WALLET OR SMART CONTRACT INTERFACE IS SUBJECT TO WHITELISTING AND COMPLIANCE WITH APPLICABLE SECURITIES LAWS. THE ISSUER RESERVES THE RIGHT TO RESTRICT OR REVERSE TRANSFERS THAT VIOLATE THESE TERMS.

## APPENDIX B: SUMMARY OF CENTRALIZED SECURITY AGREEMENT AND PERFECTION STEPS

This Appendix summarizes the centralized security framework supporting the Notes, including the governing Security Agreement and the legal steps taken to perfect the security interests granted therein.

### 1. Centralized Security Agreement

- Parties: Issuer and Collateral Agent
- Purpose: Grants a first-priority security interest over eligible collateral assets pledged in connection with the Notes.
- Structure: Single, centralized agreement covering all collateral types and jurisdictions, with supplemental schedules or addenda as needed.
- Governing Law: New York
- Scope of Collateral: Includes cash, securities, digital assets, and other eligible instruments as defined in the Offering Memorandum and related documents.

### 2. Perfection Under New York Law

- **UCC Filings:**
  - UCC-1 financing statement filed with the New York Department of State.
  - Broad collateral description covering present and future rights, title, and interest.
- **Control Agreements:**
  - Tri-party control agreements executed for securities accounts and custodial arrangements.
  - Wallet-level control protocols for digital assets, where applicable.
- **Possession or Custody:**
  - Collateral held in accounts or wallets subject to Collateral Agent control.

- Custodian acknowledgments obtained to confirm enforceability.

### **3. Cross-Border Collateral Recognition (if applicable)**

- Foreign Jurisdictions: Where collateral is located outside the U.S., local law opinions confirm recognition of New York law security interests.
- Supplemental Addenda: Jurisdiction-specific provisions may be appended to the centralized agreement to ensure enforceability and priority.
- Legal Opinions: Delivered by local counsel to confirm perfection and priority under applicable foreign law.

### **4. Custodial and Operational Protocols**

- Custody Agreement: Establishes control and segregation of pledged assets.
- Operational Safeguards: Includes margin call mechanics, substitution rights, and enforcement triggers embedded in the centralized framework.
- Digital Infrastructure: If tokenized, smart contract logic aligns with legal rights under the centralized Security Agreement.

### **5. Governance and Oversight**

- Collateral Agent Authority: Authorized to enforce rights under the centralized Security Agreement without further consent from Noteholders.
- Conflict Protocols: Any material conflict involving affiliated parties (e.g., Lead Manager and Collateral Agent) is subject to independent review and escalation.
- Transparency: Copies of executed security documents and legal opinions are available to QIBs upon request.

## **APPENDIX C: ESG USE-OF-PROCEEDS CATEGORIES AND REPORTING PARAMETERS**

This Appendix outlines the eligible ESG categories and reporting framework for the Notes, in alignment with the Luxembourg Green Exchange (LGX) standards and recognized market principles (e.g., ICMA Green Bond Principles, Climate Bonds Initiative).

### **1. Eligible Use-of-Proceeds Categories**

Proceeds from the Notes will be allocated to one or more of the following LGX-aligned categories:

<b>Category</b>	<b>Description</b>
Pollution Prevention and Control:	Waste management, recycling, air and water treatment.
Green Buildings:	Certified buildings (e.g., LEED, BREEAM).
Social Categories	Affordable Housing
Socioeconomic Advancement and Empowerment:	Support for vulnerable groups, job creation.
Sustainability:	Projects that combine both green and social objectives.

### **2. Reporting Parameters**

Issuers are expected to report on:

- Allocation Reporting:
  - Amount allocated to each category
  - Percentage of proceeds disbursed
  - Geographic distribution
  - Project status (ongoing, completed)
- Impact Reporting:
  - Quantitative metrics (e.g., CO<sub>2</sub> emissions avoided, energy saved, number of beneficiaries)
  - Methodologies and assumptions used
  - Frequency of reporting (typically annual)

- Verification and Assurance:
- Use of third-party reviews or certifications
- Alignment with recognized standards (e.g., ICMA Green Bond Principles)

## APPENDIX D: DEFINITIONS

This Appendix sets forth defined terms used throughout this Offering Memorandum. These definitions are provided for clarity and consistency and shall apply uniformly unless the context otherwise requires. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Transaction Documents. Defined terms may be used in singular or plural form, and references to agreements, laws, or entities shall include any amendments, successors, or applicable equivalents thereto.

**Business Day** means any day other than a Saturday, Sunday, or a day on which banking institutions in New York City or the principal financial center of the relevant transaction jurisdiction are authorized or required by law or regulation to close. For cross-border transactions, a Business Day shall also exclude days on which commercial banks are closed in the jurisdiction where payment or performance is required and shall include only days on which the Depository Trust Company (DTC) and applicable international clearing systems are open for settlement and payment processing.

**Collateral** means the assets pledged or otherwise made available to secure the obligations of the Issuer under the Notes, including financial assets, commodity interests, project equipment, and reserves, as further described in the Security Agreement and related documents.

**Collateral Agent** means the entity appointed under the Security Agreement to hold and administer the Collateral for the benefit of the Noteholders and other secured parties, and to enforce rights and remedies in the event of default or other enforcement scenarios.

**Distribution Compliance Period** means the period beginning on the date when the Notes are first offered and ending 40 days thereafter, during which offers and commitments to invest in the Notes must comply with Regulation S under the U.S. Securities Act of 1933, as amended. During this period, the Notes may not be offered to U.S. persons unless pursuant to an exemption from registration under the securities laws.

**Event of Default** means any event or condition specified in the Offering Memorandum or Transaction Documents that triggers enforcement rights for Noteholders, including (i) failure to pay principal or interest when due, (ii) breach of covenants, (iii) insolvency or bankruptcy of the Issuer, or (iv) invalidity or unenforceability of the Collateral arrangements.

**Intercreditor Agreement** means an agreement among the Collateral Agent, Noteholders, and other secured parties that governs the relative rights, priorities, and enforcement procedures with respect to the Collateral, including payment waterfalls, standstill provisions, and dispute resolution mechanisms.

**Liquidity Reserve** means a reserve account established to ensure timely payment of interest and principal on the Notes, particularly during periods of cash flow disruption or market stress. The Liquidity Reserve may be funded from proceeds of the offering or

operating revenues.

**Margin Reserve** means a designated reserve account funded by the Issuer or Sponsor to cover potential shortfalls in collateral value due to market fluctuations, margin calls, or other credit events, as specified in the Security Agreement or related documents.

**Permitted Liens** means liens that are expressly allowed under the Security Agreement or other Transaction Documents, including (i) liens securing taxes not yet due or being contested in good faith, (ii) statutory liens arising in the ordinary course of business, and (iii) liens securing indebtedness permitted under the Offering Memorandum or related agreements.

**Pricing Supplement** means the document specifying final commercial terms of the Notes, including interest rate, maturity, denomination, and listing details.

**Transaction Documents** means, collectively, the Offering Memorandum, the Investment Commitment Agreement, the Security Agreement, the Pledge Agreement, the Intercreditor Agreement, any Account Control Agreements, and all other agreements, instruments, certificates, and documents executed or delivered in connection with the issuance, offering, participation in, or administration of the Notes, including any amendments, supplements, or replacements thereto.

## **APPENDIX E**

### **PRICING SUPPLEMENT**

#### **1. Issuer**

Genesis Family Trust, acting through AVIS Umbrella

#### **2. Series / Tranche**

Series 2025-A-001 (Green Project-Linked Notes)

#### **3. Aggregate Principal Amount Authorized**

USD 1,000,000,000.00

#### **4. Aggregate Principal Amount Issued**

USD 500,000,000.00

#### **5. Issue Price**

100% of aggregate principal amount issued

#### **6. Additional Notes Reserved**

USD 500,000,000.00 face amount, held by Transfer Agent as indemnification reserve.

#### **7. Denominations**

Minimum investment: USD 1,000,000

Integral multiples: USD \$10,000

#### **8. Issue Date**

December 29, 2025

#### **9. Maturity Date**

October 22, 2035

## **10. Interest Rate**

0.50% per annum, payable annually in arrears

## **11. Interest Payment Dates**

October 22 of each year, commencing October 22, 2026

## **12. ISIN / CUSIP**

CUSIP: 37185NAC2

ISIN: US37185NAC20

## **13. Listing**

Application has been made to list the Notes on the Luxembourg Green Exchange, subject to eligibility confirmation.

## **14. Use of Proceeds**

To finance or refinance eligible green projects, including infrastructure and equipment linked to ESG-aligned initiatives.

## **15. Collateral Summary**

Secured by financial assets, commodity interests, and project equipment as described in the Offering Memorandum, Security Agreement and Insurance Wrap.

## **16. Governing Law**

State of New York

## **17. Offering & Participation Restrictions**

Subject to Regulation S and Rule 144A. Distribution Compliance Period applies.

## **18. Form of Notes**

Book-entry through DTC, Euroclear, and Clearstream

## **Disclaimer**

This Pricing Supplement is delivered pursuant to the Offering Memorandum dated October 13, 2025 and forms part thereof. Capitalized terms not defined herein shall have the meanings assigned in the Offering Memorandum or Transaction Documents.