

**CIX CAPITAL INTERNATIONAL DESIGNATED ACTIVITY COMPANY**

**SERIES MEMORANDUM**

**CIX ESG AFFORDABLE HOUSING BOND II (SERIES 551) NOTES DUE 2029  
ISSUED UNDER ITS CIX CAPITAL INTERNATIONAL PROGRAMME**

**ORIGINALLY DATED 30 JUNE 2025  
AND AS REVISED ON 05 AUGUST 2025**

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## 1 GENERAL

This Series Memorandum (as used herein, this “**Series Memorandum**”) is prepared in connection with the USD 10,000,000,000 secured note programme (the “**Programme**”) of CIX Capital International DAC (the “**Issuer**”) and is issued in conjunction with, and incorporates by reference the contents of, the Programme Memorandum dated 7 April 2021 relating to the Programme (the “**Programme Memorandum**”).

Neither this Series Memorandum nor the Programme Memorandum constitutes a prospectus for the purposes of the Regulation 2017/1129/EU (the “**Prospectus Regulation**”).

This document should be read in conjunction with the Programme Memorandum and the Master Conditions (April 2021 Edition) (*which are included in the Programme Memorandum*). Save where the context otherwise requires, terms defined in the Programme Memorandum (*including in the Master Definitions (April 2021 Edition) which are included in the Programme Memorandum*) have the same meaning when used in this Series Memorandum. Recipients of this Series Memorandum who intend to subscribe for or purchase any Notes are reminded that any subscription or purchase may only be made on the basis of the information contained in this Series Memorandum and the Programme Memorandum.

Subject as set out below the Issuer accepts responsibility for the information contained in this Series Memorandum other than the information in sections:

1. Information relating to the Programme Structurer;
2. Information relating to the Programme Coordinator;
3. Information relating to the Calculation Agent;
4. Information relating to the Back Office Agent and Charged Assets Realisation Agent;
5. Information relating to the Charged Assets; and
6. The Private Placement Memorandum.

To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information for which it accepts responsibility contained in this Series Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer confirms that the information in the sections referred to in 1 to 6 above has been accurately reproduced from information provided by (a) the Programme Structurer (in respect of 1) (b) the Programme Coordinator (in respect of 2), (c) the Calculation Agent (in respect of 3) (d) the Back Office Agent and Charged Assets Realisation Agent (in respect of 4) and (e) the CIX Fund (in respect of 5 and 6), and as far as the Issuer is able to ascertain, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Series Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Series Memorandum in any jurisdiction where such action is required.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Series Memorandum or the Programme Memorandum. If given or made, such information or representation must not be

relied upon as having been authorised by the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee or any of them or any other person. Such information or representation could potentially be misleading in a material respect and should not be relied upon for the purposes of any assessment of whether to invest in the Notes.

Neither the delivery of this Series Memorandum or the Programme Memorandum nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Trustee has not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking is made, whether express or implied, and no responsibility or liability is accepted by the Trustee as to the accuracy, completeness or nature of the information contained in this Series Memorandum, the Programme Memorandum, the Private Placement Memorandum (which is appended to this Series Memorandum) or with respect to the legality of an investment in the Notes by any prospective investor or purchaser under applicable laws or investment restrictions or similar laws or regulations.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of the provisions set out within this Series Memorandum and the Programme Memorandum.

**The Notes, which are described in this Series Memorandum, have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or the securities laws of any of the States of the United States. Accordingly, the Notes are being offered and sold only in bearer form pursuant to the exemption afforded by Regulation S promulgated under the Securities Act solely outside of the United States and solely to non-US persons and in specific reliance upon the representations by each Noteholder that (1) at the time of the offer and sale of the Notes to the Noteholder, the Noteholder was not a US Person as defined in Regulation S promulgated under the Securities Act, and (2) at the time of the offer and sale of the Notes to the Noteholder and, as of the date of the execution and delivery of any purchasing or subscription agreement by the Noteholder, the Noteholder was outside of the United States. The Notes may not be offered or sold in the United States or to US Persons (as defined in Regulation S) unless the Notes are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available. The Notes are subject to certain United States tax law requirements.**

#### **IMPORTANT – PROHIBITION ON OFFERS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

The Notes may not be offered, sold or otherwise made available in any Member State of the European Economic Area (“EEA”) where the Prospectus Regulation applies or in the United Kingdom of Great Britain and Northern Ireland (“UK”).

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any investor in the EEA or in the UK. This prohibition applies regardless of the status of the investor, the minimum denomination of the Notes or the minimum subscription amount of the offer.

#### **IMPORTANT – EEA RETAIL INVESTORS**

As detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the EEA regardless of their status. Accordingly, the Notes may not be offered, sold or otherwise made available to any retail investor within the EEA.

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

- a) a "retail client" as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"); or
- b) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

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

### **IMPORTANT - UK RETAIL INVESTORS**

As detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the UK regardless of their status. Accordingly, the Notes may not be offered, sold or otherwise made available to any retail investor within the UK. For these purposes, a retail investor means a person who is one (or more) of:

- a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
- b) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

In this Series Memorandum any reference to any EU directive, EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (an "**EU Matter**") which forms part of UK domestic law by application of the EUWA shall be read as including a reference to that EU Matter as it forms (by virtue of the European Union (Withdrawal) Act 2018) part of UK domestic law and as modified by UK domestic law from time to time. For the purposes of this paragraph, (i) "domestic law" shall have the meaning given in the European Union (Withdrawal) Act 2018; and (ii) any other words and expressions shall, unless the context otherwise provides, have the meanings given in the European Union (Withdrawal) Act 2018.

The Notes are illiquid investments, the purchase of which involves substantial risks. Any investor investing in the Notes should fully consider, understand and appreciate those risks.

**Purchasers of Notes should conduct such independent investigation and analysis regarding the Issuer, the Charged Assets, the Private Placement Memorandum and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes, as the Notes described in this Series Memorandum may not be suitable for all purchasers of Notes. Purchasers of Notes should have sufficient knowledge and**

experience in financial, taxation, accounting, capital treatment and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Series Memorandum and the Programme Memorandum and the merits and risks of investing in the Notes in the context of their financial and regulatory position and circumstances. This Series Memorandum and the Programme Memorandum do not describe all of the risks and investment considerations applicable to an investment in the Notes. The risks and investment considerations identified in this Series Memorandum and the Programme Memorandum are provided as general information only and the Issuer disclaims any responsibility to advise purchasers of Notes of the risks and investment considerations associated with the purchase of the Notes as they may exist at the date hereof or as they may from time to time alter.

**PARTICULAR ATTENTION IS DRAWN TO THE SECTION OF THIS SERIES MEMORANDUM HEADED “RISK FACTORS”.**

## **IMPORTANT INFORMATION**

### **INVESTOR ACKNOWLEDGEMENTS, CONFIRMATIONS, REPRESENTATIONS AND UNDERTAKINGS**

Persons acquiring the Notes will be deemed to provide the confirmations, representations, acknowledgements and undertakings to the Issuer as set out below. Persons acquiring the Notes should carefully review the following information before deciding whether to purchase of the Notes. In particular, they should ensure that they are satisfied with the terms of the acknowledgements, confirmations, representations and undertakings which they will be deemed to have provided by purchasing the Notes.

#### **Product Information**

Full information on the Issuer, the Programme and the Notes is only available on the basis of the combination of the provisions set out in the Programme Memorandum and this Series Memorandum.

#### *Investor Confirmation and Representation*

Each investor acquiring the Notes shall be deemed to have confirmed and represented to the Issuer that:

1. they have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in the Programme Memorandum and the Series Memorandum and the merits and risks of an investment in the Notes in the context of their own financial circumstances and investment objectives;
2. they have conducted such independent investigation and analysis regarding the Issuer, the Programme, the Charged Assets and the Notes and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes;
3. they have read and understand the detailed information set out, and incorporated, in the Programme Memorandum and the Series Memorandum prior to making any investment decision, including, without limitation, the risk factors in relation to the Notes contained in the Programme Memorandum and the Series Memorandum; and
4. their decision to purchase the Notes has been made based upon their independent investigations and they acknowledge that none of the Issuer, the Programme Structurer, the Programme Coordinator, the Charged Assets Realisation Agent, the Trustee, the Issue Agent and Principal Paying Agent, the Back Office Agent or any other Agent nor any affiliate of any of them or other person on their behalf has made any investigation of, or has made any representation or warranty, express or implied, as to the merits, suitability or appropriateness of their purchase the Notes.

#### **Selling Restrictions**

There are restrictions on the offer or sale of Notes and on the distribution of the offering materials (including the Programme Memorandum and this Series Memorandum) (the “**Selling Restrictions**”). See further the section of the Programme Memorandum entitled “Subscription and Sale” and the section in this Series Memorandum entitled “Distribution, Issuance Process and Selling Restrictions”.

GWM LTD as Back Office Agent will limit its interaction to regulated financial institutions and GWM LTD cannot interact with retail clients. Purchasers should be aware that the Back Office Agent does not conduct any due diligence on, nor establish the suitability requirements of any investors in the Notes.

*Investor Acknowledgement, Confirmation, Representation and Undertaking*

Each investor acquiring the Notes shall be deemed to have acknowledged, confirmed, represented, and undertaken to the Issuer that:

1. they are a person by whom the Notes may be lawfully purchased in accordance with the Selling Restrictions and the laws of the jurisdiction in which they are located;
2. they will comply with the Selling Restrictions and all laws, rules, regulations and directives in any jurisdiction in which they sell the Notes;
3. the Notes have not been and will not be registered under the United States Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to or for the account or benefit of a U.S. person as defined in Regulation S (under the Securities Act (“**Regulation S**”));
4. the Notes may be not offered, sold or otherwise made available to any investor otherwise than in compliance with the Selling Restrictions;
5. the Notes may not be offered, sold or otherwise made available in any Member State of the European Economic Area (“**EEA**”) or in the United Kingdom of Great Britain and Northern Ireland (“**UK**”) and should not be offered, sold or otherwise made available to any investor in the EEA or in the UK. This prohibition applies regardless of the status of the investor, the minimum denomination of the Notes or the minimum subscription amount of the offer;
6. as detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the EEA or in the UK regardless of their status. Accordingly, Notes may not be offered, sold or otherwise made available to any retail investor in the EEA or the UK. For these purposes, a retail investor means a person who is one (or more) of:
  - a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”);
  - b) a customer within the meaning of Directive (EU) 2016/97 where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - c) not a qualified investor as defined in the Prospectus Regulation.

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

7. no action has been taken in any jurisdiction that would permit a public offering of any Notes, or possession or distribution of the Programme Memorandum and or the



Series Memorandum or any other offering material, in any country or jurisdiction where action for that purpose is required.

## **2 DOCUMENTS INCORPORATED BY REFERENCE**

The Programme Memorandum is incorporated in, and shall be taken to form part of, this Series Memorandum. This Series Memorandum must be read and construed in conjunction with the Programme Memorandum and shall be deemed to modify and supersede the contents of such document to the extent that a statement contained herein is inconsistent with such contents.

### 3 RISK FACTORS

#### 3.1 General

The purchase of the Notes involves substantial risks. Each prospective purchaser of the Notes should be familiar with instruments having characteristics similar to the Notes and should fully understand the terms of the Notes and the nature and extent of its exposure to risk of loss.

**The Programme Memorandum also contains further paragraphs headed “Risk Factors” and they should be considered by prospective investors in conjunction with the risk factors set out below before making any investment decisions.**

Before making an investment decision prospective purchasers of the Notes should conduct such independent investigation and analysis regarding the Issuer, the Charged Assets, the CIX Fund, the Private Placement Memorandum, the Notes and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes. As part of such independent investigation and analysis, prospective purchasers of Notes should consider carefully all the information set forth in this Series Memorandum and in the Programme Memorandum and the considerations set out below.

Investment in the Notes is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in this Series Memorandum and in the Programme Memorandum and the merits and risks of an investment in the Notes in the context of the investor's own financial circumstances and investment objectives.

Investment in the Notes (or a participation therein) is only suitable for investors who:

1. are capable of bearing the economic risk of an investment in the Notes (or a participation therein) for a period up to and until the redemption of the Notes;
2. are acquiring an interest in the Notes (or a participation therein) for their own account for investment, not with a view to resale, distribution or other disposition of such interest (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
3. recognise that it may not be possible to make any transfer of the Notes (or a participation therein) for a substantial period of time, if at all.

Each of the Issuer, the Programme Structurer and the Programme Coordinator may, in its discretion, disregard interest shown by a prospective investor even though that investor satisfies the foregoing suitability standards.

**Each prospective investor should ensure that it fully understands the nature of the transaction into which it is entering and the nature and extent of its exposure to the risk of loss of all or a substantial part of its investment. Attention is drawn, in particular, to the Conditions in the Master Conditions (April 2021 Edition) (which are included in the Programme Memorandum) entitled ‘Security’ and ‘Enforcement and Limited Recourse’ and the sections in this Series Memorandum entitled ‘Information relating to the Charged Assets’.**

#### 3.2 Risks relating to the Issuer

*Special purpose company*

The Issuer is a special purpose company and has been established for the purpose of issuing multiple Series of secured Notes under the Programme. The Issuer has issued share capital only in the amount of EUR 1 (one euro). Should any unforeseen expenses or liabilities (which have not been provided for) arise, the Issuer may be unable to meet them, leading to an Event of Default under the Notes.

There is no certainty that Noteholders will recover any amounts payable under the Notes. Due to the limited recourse nature of the Notes (see 'Limited recourse' below), claims in respect of the Notes are limited to the proceeds of enforcement of the Mortgaged Property (being principally comprised of the Charged Assets) and any Series Settlement Account Entitlement after the deduction of any applicable expenses. In addition, if a claim is brought against the Issuer (whether under statute, common law or otherwise) which is not subject to such contractual limited recourse provisions, the only assets available to meet such claim would be the proceeds of the issuance of the Issuer's ordinary shares and any profits of the Issuer generated by its participation in the Programme to the extent any remain as at the date of such claim and are available to meet such claim. Prospective investors should note that the Issuer is not expected to retain any significant profits from its participation in the Programme. The only other assets of the Issuer will be the assets on which each Series is secured, which will be subject to the prior security interests of the relevant Noteholders and any other secured parties under that Series.

#### *Limited recourse*

The Notes will be limited recourse obligations of the Issuer secured on the Mortgaged Property (being principally comprised of the Charged Assets) and are not or will not (as the case may be) be obligations or responsibilities of, or guaranteed by, any other person or entity. **For the avoidance of doubt, none of the Trustee, the Programme Structurer, the Programme Coordinator, any Agent appointed by the Issuer or any other person has any obligation to any Noteholder for payment of any amount by the Issuer in respect of the Notes. There is no person that guarantees to Noteholders that they will recover any amounts payable under the Notes.**

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on the receipt by the Issuer of moneys due to it under the Mortgaged Property (including the Charged Assets comprised therein) and any Series Settlement Account Entitlement. The Noteholders shall have no recourse to the Issuer beyond the moneys derived by or on behalf of the Issuer in respect of the Mortgaged Property and any Series Settlement Account Entitlement. To the extent that there is a shortfall in the moneys derived from the Mortgaged Property together with any Series Settlement Account Entitlement, the Issuer will have insufficient funds available to meet its obligations in respect of the Notes. In such event, any shortfall would be borne by the Noteholders in accordance with the priorities specified in the Conditions. See 'Nature of the investment' below.

For the avoidance of doubt, Notes are not, and do not represent or convey any interest in the Charged Assets nor do they confer on the Noteholder any right (whether in respect of voting, dividend or other distribution) which a holder of any Charged Assets may have had. The Issuer is not an agent of the Noteholder for any purpose.

### **3.3 Risks relating to the Notes**

#### *Nature of the investment*

These Notes are not principal protected and are a high-risk investment in the form of a debt instrument. The Noteholders are neither assured of repayment of the capital invested nor are they assured of payment of a stated rate of interest or of any interest at all. The Notes give

Noteholders exposure to the Charged Assets (being principally comprised of the Securities (as defined below)), see “*Information relating to the Charged Assets*” below.

Any payments to be made on the Notes depend on the amounts received by the Issuer in respect of the Charged Assets. Should the Charged Assets decrease in value, Noteholders will incur a partial or total loss of their investment. Even if the Charged Assets increase in value, Noteholders may incur a partial or total loss of their investment to the extent that the appreciation of the Charged Assets is not sufficient to account for fees, costs and expenses of the Issuer.

In certain circumstances, described in the Conditions of the Notes, the Notes will be redeemed early pursuant to a Mandatory Redemption Event (including an Additional Mandatory Redemption Event), an Optional Redemption or following an Event of Default and Noteholders shall be entitled to receive only such amount as is available following the sale, redemption or other means of realisation of the Charged Assets, subject to the provisions of the Notes described under ‘Limited recourse’ above. In addition, it is possible that the Notes could be redeemed at zero in some circumstances. See “*Redemption at Zero*” below.

In general, redemption payments to be made on the Notes are calculated with reference to the value of the proceeds of the Charged Assets. However, if and to the extent that the amount payable by the Issuer in accordance with the Notes to the Noteholders is greater than the amount received by the Issuer in respect of the redemption of the Charged Assets, each Noteholder shall be entitled to receive only its pro rata share of such amount as is received by the Issuer under the Charged Assets after deduction of any applicable costs and expenses.

A redemption of the Notes may also be satisfied in some circumstances by a Delivery in Kind whereby the obligations of the Issuer are satisfied by a delivery of Charged Assets rather than by a cash payment. See “*Delivery in Kind*” below.

#### *Redemption at Zero*

Prospective investors in the Notes should be aware that the Conditions of the Notes provide that they may be redeemed at zero in extraordinary circumstances where it is not possible to realise the Charged Assets or where a Delivery in Kind cannot be effected. In the event of a redemption at zero, investors would lose their total investment and would have no further recourse against the Issuer or any other person. See further the risk factors entitled “*Charged Assets Realisation and Redemption at Zero*” and “*Delivery in Kind and Redemption at Zero*” in the Programme Memorandum.

#### *Change of law, tax and administrative practice*

The structure of the transaction and, *inter alia*, the issue of the Notes are based on legal, tax and administrative practice in effect at the date hereof, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that legal, tax or administrative practice will not change after the Issue Date or that such change will not adversely impact the structure of the transaction and the treatment of the Notes.

#### *Fees payable by the Issuer*

The amounts payable under the Notes are based on the performance of the Charged Assets after deduction of Ordinary Expenses, Extraordinary Expenses and Acquisition and Realisation Costs (*each as defined in Special Condition 1 (Definitions)*). Such expenses include fees due to the Programme Coordinator, the Trustee and the Agents, any other transaction related fees incurred by the Issuer in respect of the issuance of the Notes and a

portion of any fees, costs and expenses related to the Programme or the operation and maintenance of the Issuer which are not directly attributable to any one Series of Notes. The relevant expenses are further described in Section 7 (*Description of the Fees and Expenses*) of this Series Memorandum.

In consideration of the investment by the Issuer in the Securities (as defined below), the CIX Fund (as defined below) has agreed to pay a facilitation fee to the Issuer. The Issuer intends to apply the facilitation fee towards the discharge of the Ordinary Expenses payable by it in respect of the Notes. The CIX Fund has further agreed to fund the payment of certain Extraordinary Expenses incurred by the Issuer. Investors should be aware that the payment of such amounts by the CIX Fund may result in a corresponding reduction in the value of the Securities. In the event that the CIX Fund fails to pay such amounts, the Programme Structurer has agreed that it will pay such amounts to the Issuer.

If the CIX Fund fails to pay such amounts, and the relevant amounts are not received by the Issuer from the Programme Structurer, such amounts will be funded from proceeds of the Charged Assets and a portion of the Charged Assets may be realised by the Issuer from time to time to fund such amounts or such amounts may be deducted from distributions on the Notes.

In connection with the offer and sale of the Notes, the Issuer, the Programme Structurer, the Programme Coordinator, or any of their associated companies may, directly or indirectly, pay fees in varying amounts to third parties or, as the case may be, receive fees (including but not limited to distribution fees and retrocessions) in varying amounts, including, from third parties (which may include any Transaction Parties). Each Noteholder acknowledges that the Programme Structurer and Programme Coordinator or any of their associated companies may retain all or part of such fees.

(See also the risk factor entitled "*Fees payable by the CIX Fund*").

#### *Optional Redemption by the Issuer*

Investors in the Notes should be aware that the Issuer has the option at any time, which shall only be exercised following consultation with the Programme Structurer, to redeem the Notes either in whole or in part, subject to the notice requirements set out in the Conditions. Such notice may only be revoked by the Issuer with the consent of the Trustee in accordance with the Conditions. In the case of a redemption of the Notes in whole, they shall be redeemed at their Early Redemption Amount and in case of a redemption of the Notes in part, they shall be redeemed by payment of a portion of the principal amount outstanding of each Note as specified in a notice by the Issuer.

Prospective Investors should be aware that should the CIX Fund be terminated, wound up, liquidated or dissolved in advance of the Maturity Date or Extended Maturity Date of the Notes, the Issuer may elect to fully or partially redeem the Notes with the proceeds of such termination, winding up, liquidation or dissolution. Investors should be aware that they may accordingly receive the redemption proceeds in respect of the Notes, either in whole or in part, prior to the stated Maturity Date or the Extended Maturity Date.

#### *No Optional Redemption by Noteholders*

Investors in the Notes should be aware that the Conditions of the Notes do not permit the Noteholders to submit requests for their Notes to be redeemed prior to the Maturity Date or Extended Maturity Date. Accordingly, the Notes should only be acquired by investors who are willing to hold their Notes until the Maturity Date or Extended Maturity Date, as the case may be.

### *Delivery in Kind*

Investors in the Notes should be aware that the Conditions of the Notes permit the Issuer to satisfy its obligations to the holders of the Notes by delivery of a portion of the Net Charged Assets (being the Charged Assets less a provision for certain specified costs and expenses) (a “**Delivery in Kind**”). Delivery of the Net Charged Assets shall be made either to the Noteholders or to a Charged Assets Holding Agent on behalf of the Noteholders.

Before delivery can be made to a Charged Assets Holding Agent, the Issuer must give prior notice to the Noteholders specifying the identity of the Charged Assets Holding Agent (which shall be selected in good faith by the Issuer), the terms on which it is to hold the Net Charged Assets and the rights of the Noteholders in respect of the Net Charged Assets. These matters shall be determined by the Issuer, following consultation with the Programme Structurer, acting in good faith with due regard to the interests of the Noteholders provided however that neither the Issuer nor the Programme Structurer shall have any liability to the Noteholders or any other person for any loss arising out of or in connection with such matters. Noteholders should be aware that there can be no assurance that the relationship between the Noteholders and the Charged Assets Holding Agent will replicate the relationship between the Noteholders and the Issuer (including in respect of the legal and economic rights of the Noteholders and the tax status of the investment). The rights of the Noteholders following a Delivery in Kind to the Charged Assets Holding Agent may be materially less favourable than the rights of Noteholders against the Issuer and Noteholders may suffer a loss on their investment following a Delivery in Kind to the Charged Assets Holding Agent.

If a Delivery in Kind is initiated it may result in the Notes being redeemed at zero, including where it is not possible to complete delivery of the Net Charged Assets. See further the risk factor entitled “*Delivery in Kind and Redemption at Zero*” in the Programme Memorandum.

### *Suspension of Redemptions*

Investors should be aware that if the Issuer does not receive certain documents which are deliverable to it by the Programme Structurer, this may result in redemptions of the Notes being suspended. If any Notes are to be redeemed on a day on which redemptions are suspended, the day for such redemptions shall, unless otherwise determined by the Issuer, be postponed until the first Business Day falling after the end of the period during which redemptions are suspended. See further the risk factor entitled “*Risks Relating to Deliverable Documents and Redemption of the Notes*” below.

### *Liquidity*

No secondary market for the Notes currently exists or is expected to develop. Furthermore, it will not be possible for investors to redeem their Notes prior to the Maturity Date or Extended Maturity Date, as the case may be (see further the risk factor entitled “*No Optional Redemption by Noteholders*” above). Prospective purchasers of the Notes should therefore recognise that they may not be able to liquidate their investment in the Notes. Investment in the Notes is therefore only suitable for investors who are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time and are not acquiring the Notes with a view to a potential resale, distribution or other disposition at some future date.

Application has been made to list the Notes on the Vienna MTF of the Vienna Stock Exchange. Listing is expected to take place on or about the Issue Date but no assurance can be given that such application will be granted. Even if the Notes are listed, it is not anticipated that a secondary trading market or liquidity will develop.

### *Extended Maturity Date*

The term of the Notes may be extended for further periods of up to one (1) year in respect of each extension, provided that the Calculation Agent at the request of the Issuer, has given a notice (the “**Extension Notice**”) to the Trustee, the Principal Paying Agent and the Noteholders not less than one (1) calendar month prior to the Maturity Date or the Extended Maturity Date if applicable, stating that such extension shall take place in respect of the Notes. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the “**Extended Maturity Date**”). The term of the Notes may be extended on multiple occasions.

Prospective investors should be aware that the Issuer may only elect to extend the maturity of the Notes if the Programme Structurer has certified to the Issuer that it considers that such an extension is necessary to accommodate the receipt by the Issuer of further payments in respect of the Securities after the Maturity Date or any Extended Maturity Date.

#### *Market and legal risk*

The Notes will constitute secured, limited recourse obligations of the Issuer, recourse in respect of which will, in effect, be limited to the proceeds of the Mortgaged Property (which principally comprises the Charged Assets) and any Series Settlement Account Entitlement relating to the Notes and no other assets of the Issuer will be available to satisfy claims of Noteholders. The Issuer’s obligations to the Noteholders are solely funded by, and primarily secured on, the Charged Assets. Therefore, to the extent that the value of the Charged Assets falls, payment under the Charged Assets is not made, the Charged Assets cannot be sold or if the relevant security arrangements would not be enforceable, a loss of principal or interest or both under the Notes will result. Noteholders therefore assume the market and legal risk of the Charged Assets.

None of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent, or any other Agent nor any affiliate of any of them or other person on their behalf has made any investigation of, or makes any representation or warranty, express or implied, as to the financial or other condition of the Charged Assets.

None of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent, or any other Agent nor any affiliate of any of them (or any person on their behalf) assume any responsibility vis-à-vis the Noteholders for the economic success or lack of success of an investment in the Notes, or the performance, the value or terms of the Charged Assets. None of such parties will have any responsibility or duty to make any such investigations, to keep any such matters under review, to provide the Noteholders, or prospective purchasers of the Notes, with any information in relation to such matters, or to advise as to the attendant risks.

#### *Legal opinions*

No legal opinions will be obtained with respect to any applicable laws, including the laws governing the Charged Assets or as to the validity, enforceability or binding nature of the Charged Assets.

#### *Clearing Systems*

The Notes will be represented by one or more Temporary Global Notes and Permanent Global Notes. Such Global Notes will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. See further the risk factor entitled “*Clearing Systems*” in the



Programme Memorandum.

*Risks Relating to Deliverable Documents and Redemption of the Notes*

The Programme Structurer has agreed to deliver, or procure the delivery of, certain Audit Deliverable Documents and Non-Audit Deliverable Documents (*each as defined in Special Condition 1 (Definitions)*) to the Issuer. These documents are required, amongst other things, to enable the Calculation Agent to determine the valuation of the Charged Assets and to prepare its NAV Reports. Prospective investors should be aware that if the Programme Structurer fails to deliver or procure the delivery of the required documents, such failure will give rise to a number of consequences which may have adverse effects for Noteholders.

If an Audit Deliverable Document is not received by or on behalf of the Issuer by its respective due date, the Issuer will notify Noteholders of the failure to receive such document and:

- (A) the obligation of the Calculation Agent to prepare the NAV Reports shall be suspended;
- (B) all subscriptions and redemptions of the Notes shall be suspended; and
- (C) all further investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

If a Non-Audit Deliverable Document is not received by or on behalf of the Issuer by the date falling thirty (30) days after its respective due date the Issuer will notify Noteholders of the failure to receive such document and:

- (A) the obligation of the Calculation Agent to prepare a NAV Report shall be suspended;
- (B) all subscriptions and redemptions of the Notes shall be suspended; and
- (C) all investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

*No expectation of Interest Payments during the term of the Notes*

It is not expected that any interest payments will be made during the term of the Notes. Notwithstanding that the Conditions of the Notes require the Issuer to make interest payments on the Notes following the receipt of distributions from the Securities, no such distributions are expected to be made and accordingly no interest payments are expected to be made during the term of the Notes. Instead it is expected that no interest payments will be made until the Early Redemption Payment Date or Final Maturity Payment Date, as the case may be.

*No assurance that Issuer will be able to pay accrued Interest, in whole or in part*

The Issuer will make interest payments on the Notes following the receipt of interest payments or other distributions from the Securities. While interest will accrue on the Notes at a rate of ten percent (10%) per annum (non-compounding), the ability of the Issuer to pay such accrued interest will depend entirely upon its receipt of interest payments or other distributions on the Securities from the CIX Fund. As disclosed in the Private Placement Memorandum, the combined return payable by the CIX Fund on the Securities is equal to the amount which would be required by the Issuer to fund the payment of the accrued interest on the Notes.

However, to the extent that the net interest payments or other distributions received from the CIX Fund, after the deduction of any applicable fees and expenses, are not sufficient to enable the Issuer to pay any amounts of accrued interest on an Interest Payment Date (other than the Final Maturity Payment Date or the Early Redemption Payment Date), either in whole or in part, any unpaid amounts of interest will be deferred until the following Interest Payment Date on which the Issuer has received sufficient net interest payments or other distributions to pay such amounts. Unpaid interest amounts will not bear interest. Upon the redemption of the Notes, whether upon an Early Redemption Date, Maturity Date or Extended Maturity Date, any amounts of accrued interest which remain unpaid shall be paid on the relevant Early Redemption Payment Date or the Final Maturity Payment Date to the extent that the Issuer has received sufficient net interest payments or other distributions from the CIX Fund to make such payments. Any accrued interest which remains unpaid on the Early Redemption Payment Date or Final Maturity Payment Date following the distribution of the net distributions received by the Issuer from the CIX Fund will be extinguished and Noteholders will have no further claims against the Issuer in respect of such amounts.

*Payments on the Early Maturity Payment Date or Final Maturity Payment Date will be limited to the Redemption Amount*

The payment of the Redemption Amount on the Early Maturity Payment Date or Final Maturity Payment Date, as the case may be, shall include the amount of interest which is payable on such date in accordance with the Conditions of the Notes. To the extent that the Redemption Amount in respect of a Note exceeds the aggregate of the principal amount outstanding of the Note on such date together with any amount of interest in respect of the Note which has accrued at the applicable interest rate on such date, the balance shall represent a payment of additional interest. Investors should note that due to the nature of the return on the Securities, it is not anticipated that any such excess would arise. To the extent that the Redemption Amount is less than the aggregate of the principal amount outstanding of the Notes and any amount of interest in respect of the Note which has accrued at the applicable interest rate on such date, the balance of any accrued interest which is unpaid shall be extinguished and Noteholders shall have no further claims against the Issuer in respect of such amounts.

*Investors may acquire less than the Principal Amount of the Notes Issued*

Investors should be aware that upon their issuance, the Notes will initially be transferred to an account of the Issuer with The Bank of New York Mellon, London Branch where they will be held until their acquisition by investors or until they are cancelled. The Notes may be held in the account of the Issuer for significant periods of time before being acquired by investors. In addition, the Issuer may elect to cancel any Notes which have not been acquired by investors. The principal amount of Notes specified in this Series Memorandum represents the amount of Notes that will be issued on the Issue Date. There is no minimum limit on the number of Notes that must be acquired by investors. Investors should therefore be aware that some Notes which are issued on the Issue Date may not be acquired by investors and it may be the case that investors only acquire a small portion of the Notes issued on the Issue Date. Investors should further be aware that while any holding of Notes they acquire may represent a particular portion of Notes issued on the Issue Date, their holding may ultimately represent a larger portion of Notes actually acquired by investors. Investors should also be aware that, as a consequence of the above, the amount invested by the Issuer in the Charged Assets may be significantly less than the principal amount of Notes issued on the Issue Date.

*Charges on subscriptions for the Notes*

The subscription price of Notes acquired after the initial Issue Date on 30 June 2025 shall be calculated based on the aggregate of (i) the Initial Subscription Price; and (ii) an amount calculated at a rate of ten percent (10%) per annum (non-compounding) from the Interest

Commencement Date to the date of purchase. The amount in excess of the Initial Subscription Price is intended to reflect the entitlement to accrued interest of Notes which are acquired after the Issue Date and to avoid dilution of the existing investors. There is no assurance that this will be successful. To the extent that any interest payment is made in respect of the Notes or the Notes are redeemed in part following the Issue Date, the subscription price may be adjusted by the Issuer to a price which the Calculation Agent considers to reflect such interest payment or partial redemption and which would not dilute the value of the Notes of existing Noteholders. The Issuer may also adjust the subscription price where it considers this necessary to reflect any increase or decrease in the NAV of the Notes following the Issue Date provided that the Calculation Agent has confirmed to the Issuer that it is satisfied that the adjustment will not dilute the entitlements of existing Noteholders.

### 3.4 Risks relating to the Charged Assets

#### *Investment in the Series Assets*

The Issuer intends to use the net proceeds of the issuance of the Notes to invest, on or as soon as practicable following the Issue Date, in the Series Assets, being:

- (a) Class B Stock (the “**Class B Stock**”) issued by CIX ESG Affordable Housing Fund II, Inc (the “**CIX Fund**”); and
- (b) a secured loan to be advanced by the Issuer to the CIX Fund (the “**Loan**”) which shall be evidenced by a secured promissory note to be executed by the CIX Fund in favour of the Issuer (the “**Portfolio Note**” and together with the Class B Stock, the “**Securities**”).

20% of the amount invested by the Issuer in the Securities shall be invested in the Class B Stock, while the remaining balance shall be invested in the Loan.

As described in the Private Placement Memorandum of the CIX Fund (a copy of which is included as Appendix 1 to this Series Memorandum), the obligations of the CIX Fund under the Portfolio Note shall be secured by a pledge of 100% of the CIX Fund’s rights arising under (i) a deposit account and control agreement to be entered into by the CIX Fund, each Borrower Entity (as described below) and Webster Bank, N.A.; and (ii) a security agreement to be entered into by the CIX Fund, each Borrower Entity (as described below) and the relevant Borrower Entity Manager (as described below).

The CIX Fund’s investment objective is to provide investors with a return on their investment by making debt investments into entities that directly or indirectly own rights related to the acquisition, rehabilitation and development of affordable rental housing properties (each such property, a “**Property**”) in each case primarily financed or expected to be financed through Low Income Housing Tax Credits (“LIHTC”) and tax-exempt bonds.

The CIX Fund intends to invest in such Properties by making secured loans to one or more entities formed or to be formed as limited liability companies (each, a “**Borrower Entity**” and collectively, the “**Borrower Entities**”), which Borrower Entities, in turn, will through direct or indirect subsidiaries, own and manage, the Properties.

The CIX Fund will rely on the operating and management experience of each Borrower Entity’s sponsor to maintain, create or add value to the Properties and eventually sell the Properties to low-income housing tax credit investors. Each Borrower Entity will seek to target strong risk-adjusted returns by investing in rights for the acquisition, rehabilitation and development of affordable rental housing or contractual or other rights to acquire, rehabilitate or develop such properties in each case primarily financed or expected to be financed through LIHTC and tax-

exempt bonds.

CIX Capital GP, a Cayman Islands exempted company ("**CIX Capital GP**"), is the holder of all of the Class A Stock of the Company. The Issuer, as a holder of Class B Stock, shall have no right to vote on any matter to be voted on by the stockholders of the Company. As sole holder of the Class A Stock, CIX Capital GP will control the management and affairs of the CIX Fund.

The CIX Fund will be managed by a board of directors elected by CIX Capital GP, in its sole discretion.

CIX Capital International Ltda., a Brazilian limited liability company ("**CIX Capital**"), will act as the investment manager of the CIX Fund, pursuant to an Investment Management Agreement (the "**Fund Management Agreement**") between the CIX Fund and CIX Capital. Pursuant to the Fund Management Agreement, the investment management services to be provided by CIX Capital to the CIX Fund include financial advisory, investor relations, distributions, and negotiation and servicing of loans. CIX Capital has also been appointed to act as Programme Structurer by the Issuer.

The CIX Fund will engage a third-party administrator to provide administrative services to the CIX Fund. The administrator of the CIX Fund will initially be CSC Group, with offices located at One Nexus Way, Camana Bay, Grand Cayman, Cayman Islands, KY1-9005.

Potential investors should note that investing in the Notes does not provide any assurance as to the nature of the CIX Fund, the Securities or the Borrower Entities. For example, no assurance is provided as to (i) the constitutional documentation of the CIX Fund, (ii) any subscription agreement in place as of the Issue Date or thereafter, (iii) any ability of the CIX Fund to issue further securities or receive further loans (in either the same or a different class to that of the Securities); (iv) the transferability of the Securities, (v) any right to refuse registration of the Securities or (vii) any pre-emption rights in respect of the Securities. Such issues may affect the ability of the Trustee to enforce the Series Charging Instrument and realise the Series Assets and Related Rights. Potential investors should carry out their own due diligence in this regard.

**Potential investors should refer to the Private Placement Memorandum, appended to this Series Memorandum hereto, for more detail on the Securities to be acquired by the Issuer.**

**Prospective purchasers of the Notes should also conduct their own independent investigation and analysis regarding the Issuer, CIX Capital, CIX Capital GP, the CIX Fund and its service providers as they deem appropriate to evaluate the merits and risks of an investment in the Notes.**

#### *Independent Investigations of the Securities*

Prior to making an investment in the Notes, investors should ensure that they fully understand the investment represented by the Securities and the factors that may influence the value of the Securities and the level of return payable in respect the Securities. The value and the return payable in respect of the Securities are the principal factors that will affect the return payable on the Notes. Accordingly, investors should conduct their own independent investigation and analysis (either alone or with the help of a financial and / or legal adviser) regarding the Securities as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Potential investors should refer to the Private Placement Memorandum appended to this Series Memorandum for more detail on the Securities. Investors should also refer to such other materials as they or their advisers consider necessary to conduct their investigations. Among the factors that should be considered by potential

investors are the following:

- (i) the manner in which the proceeds of the Securities will be used by the CIX Fund;
- (ii) any fees or expenses payable, directly or indirectly, by the CIX Fund which may affect the value of the Securities and result in a reduction of the value of Notes (see further “*Fees Payable by the CIX Fund*” below); and
- (iii) the terms of any other material investments in or sources of financing for the CIX Fund and the ranking of the Securities relative to such other investments or sources of financing.

The above factors are not exhaustive and investors are solely responsible for making their own determination of the appropriateness of acquiring the Notes based on their own assessment of, amongst other things, the investment represented by the Securities. None of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent or any affiliate of any of them or other person on their behalf expresses any view on the merit or appropriateness of an investment in the Securities. **Any person who does not fully understand the investment represented by the Securities (including the merits and risks associated with such an investment), should not acquire the Notes.**

#### *Investments of the CIX Fund*

Prior to making an investment in the Notes, investors should ensure that they fully understand the manner in which the proceeds of the Securities will be invested by the CIX Fund. In particular, as disclosed in the Private Placement Memorandum, the CIX Fund intends to make loans to the Borrower Entities.

Investors should ensure that they fully understand the nature of the loans to the Borrower Entities and the associated risks and should review the relevant disclosures contained in the Private Placement Memorandum.

Potential investors should note that as of the date hereof, the Borrower Entities have not yet been selected by the CIX Fund. While it is expected that each Borrower Entity will be subject to appropriate due diligence and selection criteria by the CIX Fund, the lack of identification regarding their identity or characteristics may limit the ability of prospective investors to fully assess all risks associated with the Charged Assets. Accordingly, prospective investors should carefully consider the possibility that the eventual composition of the Borrower Entities may introduce additional risks not presently known.

#### *The Private Placement Memorandum*

Potential investors should conduct their own investigations of the merits of an investment in the Securities including by referring to the Private Placement Memorandum appended to this Series Memorandum. When conducting their investigations potential investors should be aware that none of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent or any affiliate of any of them or other person on their behalf has investigated or makes any representation regarding the accuracy or completeness of the information contained in the Private Placement Memorandum. Investors should be aware that if the Private Placement Memorandum is inaccurate or incomplete, it may not include all information which is relevant to making an assessment of the CIX Fund or an investment in the Securities or it may be misleading with respect to, or not include all details

of, the risks which are relevant to an investment in the Securities.

### *Changes to the CIX Fund and the Securities*

When conducting an investigation of the Securities and the CIX Fund, potential investors in the Notes should have regard to the possibility that features of the Securities and the CIX Fund may be subject to change. Such changes could include, without limitation, a change in the investment policy and strategy of the CIX Fund, a change in the service providers appointed by the CIX Fund and a change in the fees payable by the CIX Fund. Such changes may affect the attractiveness of an investment in the Securities and the potential return which is payable to holders of the Securities. It is possible that such changes could be effected without the consent of the Issuer and may adversely affect the interests of the Noteholders.

### *Fees Payable by the CIX Fund*

When conducting their investigation of the investment represented by the Securities, prospective investors should have regard to the fees and expenses which are payable, directly or indirectly, by the CIX Fund. The payment of any fees and expenses by the CIX Fund may reduce the value of the Securities which would be reflected by a corresponding reduction in the value of the Notes and a reduction in the amount receivable by Noteholders upon the redemption of the Notes.

In particular, in the “*Summary of Principal Terms*” section of the Private Placement Memorandum, investors should review the disclosures entitled “*Sales of Securities through Distributors; Distribution Fees*”, “*Fees Payable to Administrator, and CIX Capital and Affiliates*”, “*Platform Fee*” and “*Fund Expenses*”.

In addition, the CIX Fund has agreed to pay a facilitation fee to the Issuer which will be used by the Issuer to discharge its Ordinary Expenses. The CIX Fund has also agreed to fund the payment of any Extraordinary Expenses which are payable by the Issuer. The payment of such amounts by the CIX Fund may reduce the value of the Securities which would be reflected by a corresponding reduction in the value of the Notes and a reduction in the amount receivable by Noteholders upon the redemption of the Notes.

**Potential investors should refer to the Private Placement Memorandum, appended to this Series Memorandum hereto, for more detail on the fees and expenses payable by the CIX Fund.**

### *Series Charging Instrument*

Pursuant to the terms of the Series Charging Instrument, the Issuer will grant security to the Trustee over, amongst other things, the Securities it acquires for the benefit of the Noteholders and the other Secured Parties. It should be noted that the Noteholders are reliant on the Issuer, the Programme Structurer and the CIX Fund to take all necessary steps to ensure that the Series Charging Instrument is perfected and enforceable. If (i) one or more steps necessary to effect perfection of the Series Charging Instrument are not taken, (ii) there are any issues with Issuer’s title to the assets the subject of the Series Charging Instrument, or (iii) there is any restriction on the ability to charge the assets the subject of the Series Charging Instrument, then the Series Charging Instrument may not be enforceable in whole or in part. Noteholders should be aware that the Trustee has not investigated any of the above matters and is solely reliant on the Issuer, the Programme Structurer and the CIX Fund to take all necessary steps to ensure that the Series Charging Instrument is valid and enforceable in the manner envisaged over the relevant assets.

Prospective investors should be aware that upon an enforcement of the security created by

the Series Charging Instrument over the Securities, there may be restrictions on the transferability of the Securities including with respect to the persons or entities who are eligible to acquire the Securities. Additionally, any such transfer would require the consent of the CIX Fund and potentially the holder of the Class A Stock. Such restrictions may limit the ability of the Trustee to realise the Securities by way of a sale upon an enforcement of the Series Charging Instrument which could result in a delay in the proceeds of the Securities being distributed to Noteholders following the enforcement of the Series Charging Instrument.

### *Operating History of the CIX Fund*

The CIX Fund was formed as a Delaware corporation in 2025 and has not yet commenced business operations. As a result, investors will have very limited historical information for the purposes of making their investment decision. The CIX Fund is subject to all of the business risks and uncertainties associated with any new business, including the risk that the CIX Fund will not achieve its investment objectives. The results of the CIX Fund's operations will depend on a variety of factors from time to time outside of the control of the CIX Fund, including the ability of the CIX Fund to acquire the Properties, the availability of opportunities for investment, the availability of funding and economic conditions.

### *Realisation of the Securities and Payments on the Notes*

Payments under the Notes will only be made after receipt of the Realisable Value (being the proceeds of realisation of the Charged Assets) by the Issuer. The date of payment of the Redemption Amount under the Notes is therefore not fixed. It may take a considerable period of time to realise or liquidate the Charged Assets, whether upon the final maturity of the Notes or an early redemption. Upon the final maturity of the Notes, payment of the Redemption Amount will be made on the Final Maturity Payment Date which may be significantly later than the Maturity Date or Extended Maturity Date, as the case may be. Similarly, upon an early redemption of the Notes payment of the Early Redemption Amount will be made on the Early Redemption Payment Date which may be significantly later than the Early Redemption Date.

As the Charged Assets are comprised principally of the Securities, payments by the Issuer under the Notes will be made from the proceeds of realisation of the Securities.

As disclosed in the Private Placement Memorandum, the CIX Fund intends to invest all of the proceeds of the offering of the Securities by December 1, 2025. The CIX Fund intends to be repaid on each Borrower Entity Note (as defined and described in the Private Placement Memorandum), and distribute the proceeds to investors, including the Issuer, within four (4) years after the Initial Closing (as defined in the Private Placement Memorandum). Notwithstanding the foregoing, the CIX Fund shall have, in its sole and absolute discretion, the right to extend its term by one (1) year to the extent necessary to accommodate market cycles and to liquidate the investments of the CIX Fund in an orderly fashion. After the CIX Fund's capital is fully invested, the CIX Fund plans to manage its investments, and sell investments, until it decides to commence a complete liquidation of its investments. The timing for the sale of the Properties will depend on market and economic conditions and other factors, so there can be no assurance that the CIX Fund will be able to liquidate investments at the times projected in the Private Placement Memorandum.

Any delays experienced by the Issuer in receiving the realisation proceeds of the Securities, whether upon the final maturity or an early redemption of the Notes will lead to corresponding delays, which may be significant, in payments being made to Noteholders.

Delays in realising the Charged Assets may lead to the obligations of the Issuer in respect of the Notes being satisfied by a Delivery in Kind or a redemption of the Notes at zero. See further "*Redemption at Zero*" and "*Delivery in Kind*" above and the risk factors entitled

*“Charged Assets Realisation and Redemption and Zero” and “Delivery in Kind and Redemption at Zero” in the Programme Memorandum.*

#### *Lack of diversification*

The Charged Assets will be comprised of an exposure to a single entity, being the CIX Fund. Due to such concentration, the Charged Assets may be more susceptible to a single adverse economic or regulatory occurrence, and lead to greater fluctuations in the value of Notes than may have been the case if the Charged Assets were comprised of a diversified pool of exposures.

#### *Partial Interest in the CIX Fund*

Prospective purchasers of the Notes should be aware that the Class B Stock to be acquired by the Issuer may not comprise 100% of the issued Class B Stock of the CIX Fund nor is the CIX Fund prohibited from issuing further stock or shares.

#### *Risks Related to the CIX Fund and its operations*

The performance and realisation of the Charged Assets (being principally comprised of the Securities), and thereby, of the Notes, is dependent on the overall performance, operations and financial condition of the CIX Fund which is in turn dependent on the performance of each Borrower Entity.

Potential investors should note that the Borrower Entities have not yet been selected by the CIX Fund. While it is expected that each Borrower Entity will be subject to appropriate due diligence and selection criteria by the CIX Fund, the lack of identification regarding their identity or characteristics may limit the ability of prospective investors to fully assess all risks associated with the Charged Assets. Accordingly, prospective investors should carefully consider the possibility that the eventual composition of the Borrower Entities may introduce additional risks not presently known.

**NEITHER THE ISSUER, THE TRUSTEE NOR ANY OF THE AGENTS HAVE REVIEWED THE OVERALL PERFORMANCE, OPERATIONS AND FINANCIAL CONDITION OF THE CIX FUND, THE BORROWER ENTITIES OR ANY OTHER CONDITIONS OF THE CIX FUND OR THE BORROWER ENTITIES AT THE TIME OF THE ISSUE DATE AND DO NOT GUARANTEE OR MAKE ANY RECOMMENDATIONS OR WARRANTIES, IN ANY FORM, AS TO THE SUITABILITY OF ANY INVESTMENT, INCLUDING THROUGH PURCHASE OF THE NOTES, THE PERFORMANCE OF WHICH IS DEPENDENT ON THE CIX FUND AND EACH BORROWER ENTITY OR ANY OF THEIR OPERATIONS.**

Any event having an adverse effect on the CIX Fund or on a Borrower Entity may, through the performance of the Securities, affect the performance of the Notes and the Issuer's ability to meet its obligations in respect of the Notes. Therefore, any event having an adverse effect on the CIX Fund's or on a Borrower Entity's financial results, performance, and / or growth prospects may subsequently, through the Securities, adversely affect the performance of the Notes and the ability by the Issuer to meet its obligations in respect of the Notes, which will be dependent on the receipt by the Issuer of moneys due to it under the Charged Assets (including the Securities). Accordingly, any risks which are applicable to an investment in the Securities will be equally applicable to the Notes. Investors should conduct their own independent investigation and analysis (either alone or with the help of a financial and / or legal adviser) regarding the description of the risks applicable to the CIX Fund, the Borrower Entities and the Securities contained in the Private Placement Memorandum as they deem appropriate to evaluate the merits and risks of an investment in the Notes. **IN PARTICULAR PROSPECTIVE INVESTORS SHOULD NOTE THE SECTION OF THE PRIVATE**



**PLACEMENT MEMORANDUM ENTITLED "RISK FACTORS". PROSPECTIVE INVESTORS SHOULD NOT INVEST IN THE NOTES WITHOUT TAKING INDEPENDENT ADVICE ON THE RISKS SET OUT THEREIN.**

*Taxation of the Securities*

The Private Placement Memorandum, under the heading "Certain United States Tax Considerations", includes a description of the expected US tax treatment of the Securities. There is no assurance however that the relevant tax authorities will agree with the approach detailed in the Private Placement Memorandum and should they take a different view this could have potentially adverse consequences which may result a reduction in the amounts payable by the Issuer in respect of the Notes. Furthermore, none of the Issuer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent has independently investigated or verified, nor provides any assurance with respect to, the tax treatment of the Securities. To the extent that any tax is payable by the Issuer in respect of any interest payments or other distributions made by the CIX Fund, such payments will result in a reduction of the amounts distributable to Noteholders and a corresponding reduction in the value of the Notes.

Without limitation to the above, to the extent that any amounts of withholding tax are applied to interest payments or other distributions made by the CIX Fund, this would reduce the amount available for distribution by the Issuer in respect of the Notes. Furthermore, the Issuer could be subject to Irish tax on any amounts so withheld which would further reduce the amount available for distribution in respect of the Notes.

Furthermore, the tax treatment detailed in the Private Placement Memorandum assumes that the Securities will not be sold prior to their maturity. While the Issuer does not intend to sell the Securities, were any such sale to occur, whether upon an enforcement of the security granted by the Issuer in respect of the Notes or otherwise, this could potentially have adverse consequences such as giving rise to a tax liability for the Issuer or otherwise reducing the amount receivable by the Issuer which would lead to a corresponding reduction in the amounts payable by the Issuer in respect of the Notes.

Accordingly, investors should conduct their own independent investigation and analysis (either alone or with the help of a financial and / or legal adviser) regarding such matters as they deem appropriate to evaluate the merits and risks of an investment in the Notes.

*Risk of Fraud or Impropriety*

The Issuer will have no role in the management or operations of the CIX Fund. In the event of any fraud or impropriety by the CIX Fund or any service provider to the CIX Fund, it is possible that the proceeds of the Securities could be misappropriated leading to a complete loss of their value. The Issuer is not responsible for monitoring the CIX Fund and in the event that the Securities lose their value as a result of such fraud or impropriety, the Issuer shall have no further obligations to the Noteholders.

*Risks Related to the Valuation of the Charged Assets*

**NAV Reports**

On each NAV Report Date, the Calculation Agent shall, save where the required valuation information has not been received, deliver a NAV Report to the Programme Coordinator and the Issuer. Following receipt by the Programme Coordinator and the Issuer of the NAV Report from the Calculation Agent on the NAV Report Date, the Programme Coordinator will

disseminate the NAV per Note to Bloomberg, Reuters, SIX Financial Information USA Inc. and to the Vienna Stock Exchange.

Investors should be aware that the NAV Report and the summary thereof will be an estimated valuation of the Portfolio and shall not be interpreted as an indication of the expected Redemption Amount of the Notes. In particular, the calculation for the Net Asset Value of the Portfolio will be comprised of an estimated valuation, as at the NAV Calculation Date, of the Securities. The NAV Report and the summary thereof shall take account of any fees, expenses or charges that apply to the Notes, and is subject to amendment and / or corrections at any time without giving notice to any person.

The valuation of the Securities used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may not be current as of such date, therefore the valuation of the Securities used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may differ from the actual value of the Securities on such NAV Calculation Date.

## **Valuations**

The calculation of the Net Asset Value of the Portfolio will be based largely on the valuations of the Securities provided by the CIX Fund and such valuations will not be independently verified by the Calculation Agent. The Issuer will pay fees to a number of service providers which such fees may be expressed as a percentage of the Net Asset Value of the Portfolio and, should the Net Asset Value of the Portfolio be overstated or understated this may result in over or underpayment to such service providers. Provided that any price or valuation is used in good faith when determining the Net Asset Value of the Portfolio, no party shall incur any liability should such price or valuation later prove to be incorrect.

Generally, save in the absence of manifest error, there shall be no retroactive adjustment of the Net Asset Value of the Portfolio in the event of subsequent discovery that an incorrect or inaccurate price or valuation was used to calculate the Net Asset Value of the Portfolio. However, to the extent that a valuation provided to the Issuer by the CIX Fund is revised, this may require an adjustment to the calculation of the Net Asset Value of the Portfolio for the relevant period.

### **3.5 Summary of Principal Underlying Investment Risks**

As with any investment, you could lose all or part of your investment in the Notes, and the Notes' performance could trail that of other investments. The Notes are subject to one or more of the principal risks noted below (either directly or through the Issuer's investments in Series Assets), any of which may adversely affect the Notes' Net Asset Value, trading price, yield, total return and ability to meet its investment objective.

#### **3.5.1 Counterparty Risk**

The Issuer bears the risk that the CIX Fund may default on its obligations (if any) or otherwise fail to honour its obligations to holders of the Securities or under the Private Placement Memorandum. In such case the Issuer will lose money and the value of an investment in the Notes may decrease.

#### **3.5.2 Investment Risk**

As with all investments, an investment in the Notes is subject to investment risk. Noteholders could lose money, including the possible loss of the entire principal amount of an investment, over short or long periods of time.

### 3.5.3 *Liquidity Risk*

The Securities are an illiquid investment. In the event that the Issuer defaults or the Notes are subject to redemption there is no assurance that the Securities can be timely redeemed such that value can be realised for investors.

### 3.5.4 *Market Trading Risk*

It is not expected that a secondary market will develop for the Notes. However, if such a market were to develop, a holder of the Notes would face numerous market trading risks, including losses from trading in secondary markets and periods of high volatility. ANY OF THESE FACTORS, AMONG OTHERS, COULD LEAD TO THE NOTES TRADING AT A PREMIUM OR DISCOUNT TO NET ASSET VALUE ON ANY SECONDARY MARKET THAT DEVELOPED.

**AS WITH ANY INVESTMENT YOU COULD LOSE ALL OR PART OF YOUR INVESTMENT IN THE NOTES AND THE NOTES' PERFORMANCE COULD TRAIL THAT OF OTHER INVESTMENTS. YOUR ATTENTION IS DRAWN TO THE PRIVATE PLACEMENT MEMORANDUM ATTACHED AS AN APPENDIX TO THIS SERIES MEMORANDUM. IN PARTICULAR PROSPECTIVE INVESTORS SHOULD NOTE THE SECTION OF THE PRIVATE PLACEMENT MEMORANDUM ENTITLED "RISK FACTORS". PROSPECTIVE INVESTORS SHOULD NOT INVEST IN THE NOTES WITHOUT TAKING INDEPENDENT ADVICE ON THE RISKS SET OUT THEREIN.**

**THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY NOTES. THE ATTENTION OF INVESTORS IS ALSO DRAWN TO THE SECTIONS HEADED 'RISK FACTORS' IN THE PROGRAMME MEMORANDUM.**

## 4 CONDITIONS OF THE NOTES

All capitalized terms used but not otherwise defined below shall have the meanings respectively ascribed to them by (i) Special Condition 1 (*Definitions*) as set out in Part B below or (ii) the Master Definitions (April 2021 Edition).

The Conditions of the Notes shall consist of the Master Conditions (April 2021 Edition) as completed, amended, restated, varied, modified, supplemented, extended, renewed, or replaced by the terms set out in the table below in Part A and by the special conditions set below in Part B (the “**Special Conditions**”).

*References to particular Conditions are to Conditions appearing in the Master Conditions while references to particular Special Conditions are to Special Conditions set out in Part B.*

The Issuer intends that any Further Notes (as defined herein) shall (save in respect of the relevant issue date) have the same Conditions as, and form a single Series with, the other Notes of Series 551.

### **PART A**

<b>Programme:</b>	USD 10,000,000,000 Secured Note Programme of CIX Capital International DAC
<b>Series:</b>	CIX ESG Affordable Housing Bond II (Series 551) Notes due 2029
<b>Series Number:</b>	551
<b>Tranche Number:</b>	1
<b>ISIN Code:</b>	XS3104442192
<b>Common Code:</b>	310444219
<b>Delivery:</b>	Issue Agent shall deliver Notes to the Issuer in free of payment form prior to subscription by Noteholders.

<b>Issue Date:</b>	30 June 2025
<b>Trade Date:</b>	30 June 2025
<b>Maturity Date:</b>	1 August 2029
<b>Extended Maturity Date:</b>	<p>The maturity of the Notes may be extended for further periods of up to one (1) year at a time. The Notes may be extended on multiple occasions.</p> <p>Prospective investors should be aware that the Issuer may only elect to extend the maturity of the Notes if the Programme Structurer has certified to the Issuer that it considers that such an extension is necessary to accommodate the receipt by the Issuer of further payments in respect of the Securities after the Maturity Date or any Extended Maturity Date.</p> <p>Investors should be aware that the Maturity Date may be extended in the event of an extension of the term of the CIX Fund. The circumstances in which the CIX Fund may be extended are disclosed in the Private Placement</p>

	Memorandum. <b>See further Special Condition 5.5 (Extended Maturity Date)</b>
<b>Principal Amount:</b>	USD 20,000,000 See also the risk factor entitled “ <i>Investors may acquire less than the Principal Amount of the Notes</i> ” in the Series Memorandum.
<b>Currency:</b>	USD
<b>Authorised Denomination:</b>	USD 1,000, provided that the minimum principal amount of Notes which an investor may subscribe for is USD 50,000.
<b>Initial Subscription Price:</b>	100%
<b>Subscription Price:</b>	<p>Subject as provided below, the aggregate of (i) the Initial Subscription Price; and (ii) an amount calculated at a rate of 10% per annum (non-compounding) from the Interest Commencement Date to the date of purchase as determined by the Calculation Agent.</p> <p>To the extent that any interest payment is made in respect of the Notes or the Notes are redeemed in part following the Issue Date, the subscription price may be adjusted by the Issuer to a price which the Calculation Agent considers to reflect such interest payment or partial redemption and which would not dilute the value of the Notes of existing Noteholders. The Issuer may also adjust the subscription price where it considers this necessary to reflect any increase or decrease in the NAV of the Notes following the Issue Date provided that the Calculation Agent has confirmed to the Issuer that it is satisfied that the adjustment will not dilute the entitlements of existing Noteholders.</p>

<b>Issuer:</b>	CIX Capital International Designated Activity Company
<b>Programme Structurer:</b>	CIX Capital International Ltda.
<b>Programme Coordinator:</b>	FlexFunds LTD
<b>Back Office Agent:</b>	GWM LTD
<b>Trustee:</b>	Apex Corporate Trustees (UK) Limited
<b>Calculation Agent:</b>	FlexFunds ETP, LLC
<b>Charged Assets Realisation Agent:</b>	GWM LTD
<b>Issue Agent:</b>	The Bank of New York Mellon, London Branch
<b>Principal Paying Agent:</b>	The Bank of New York Mellon, London Branch
<b>Other Parties:</b>	No Portfolio Manager, Swap Counterparty, Custodian, Registrar or Transfer Agent will be appointed in respect of the Notes.

<b>Status of the Notes:</b>	Secured and limited recourse obligations of the Issuer
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	ranking <i>pari passu</i> without any preferences amongst themselves secured as set out under “ <i>Security</i> ” below and subject to the priority set out under “ <i>Priority</i> ” below.
<b>Priority:</b>	Standard Priority applies.
<b>Type of Note:</b>	Variable Coupon Amount Note.
<b>Interest Rate:</b>	10% per annum.
<b>Day Count Fraction:</b>	Actual/Actual
<b>Interest Payments:</b>	It is not expected that any interest payments will be made during the term of the Notes. While as detailed below the Conditions of Notes require the Issuer to make interest payments on the Notes following the receipt of Net Distribution Proceeds, being principally distributions from the Securities, no such distributions are expected to be made and accordingly no interest payments are expected to be made until the Early Redemption Payment Date or Final Maturity Payment Date, as the case may be.
<b>Interest Amount:</b>	<p>Subject as described below, each Note accrues interest on its Calculation Amount from and including the Interest Commencement Date until the date on which the Notes are to be redeemed, being as applicable, the Maturity Date, the Extended Maturity Date or any Early Redemption Date at 10% per annum (non-compounding).</p> <p>In respect of each Interest Period, the amount of interest payable in respect of each Note shall be calculated on the related Interest Determination Date and shall be payable in arrears on the immediately following Interest Payment Date provided that in the case of an Interest Period ending on the Maturity Date or the Extended Maturity Date, interest shall be payable on the Final Maturity Payment Date and in the case of an Interest Period ending on any Early Redemption Date, interest shall be payable on the Early Redemption Payment Date.</p> <p>The amount of interest payable in respect of any Note for any Interest Period shall, subject as described below, be calculated by multiplying the product of the Interest Rate and the Calculation Amount of such Note by the Day Count Fraction (the “<b>Interest Amount</b>”).</p> <p>Interest shall only be payable on each Interest Payment Date in respect of the preceding Interest Period to the extent that the Issuer has received, by each related Interest Determination Date, Net Distribution Proceeds (as described below) from the CIX Fund which are sufficient to discharge the aggregate Interest Amounts payable in respect of the Notes. To the extent that, by the Interest Determination Date in respect of any Interest Period, the Issuer has received no Net Distribution Proceeds, or Net Distribution Proceeds which are less than the aggregate</p>

	<p>amounts of interest payable in respect of the Notes as calculated in accordance the provisions described above, the Interest Amounts payable in respect of each Note on the following Interest Payment Date shall be reduced: (i) in the case where no Net Distribution Proceeds have been received, to zero; and (ii) in the case where Net Distribution Proceeds which are less than the calculated amounts which are payable, on a <i>pro rata basis</i> so that the aggregate of the reduced Interest Amounts is equal to the Net Distribution Proceeds.</p> <p>To the extent that, for any Interest Period, any amount of accrued interest is not paid on the related Interest Payment Date due to the operation of the provisions described above, such event shall not constitute an Event of Default under the Notes and such unpaid interest shall be paid on the next following Interest Payment Date as an additional payment of interest to the extent that the Issuer has received sufficient Net Distribution Proceeds on the next Interest Determination Date to discharge such amounts. Any unpaid interest amounts shall not accrue interest.</p> <p>To the extent that, on the Interest Determination Date in respect of the Interest Period ending on the Maturity Date, the Extended Maturity Date or Early Redemption Date, the Net Distribution Proceeds received by the Issuer are less than the amounts of interest which are calculated to be payable on the related Final Maturity Payment Date or Early Redemption Payment Date, together with any amounts of accrued interest in respect of previous Interest Periods which remain unpaid, the amount of interest payable by the Issuer shall be limited to the aggregate of the Net Distribution Proceeds which are available for distribution which shall be allocated among each Note on a <i>pro rata</i> basis and any balance remaining unpaid shall be extinguished and the payment by the Issuer of the Redemption Amount on such Final Maturity Payment Date or Early Redemption Payment Date shall discharge all remaining claims of the Noteholders against the Issuer and Noteholders shall have no further claims against the Issuer in respect of such amounts.</p> <p>The payment of the Redemption Amount on the Early Maturity Payment Date or Final Maturity Payment Date, as the case may be, shall include the amount of interest which is payable on such date in accordance with the Conditions of the Notes. To the extent that the Redemption Amount in respect of a Note exceeds the aggregate of the principal amount outstanding of the Note on such date together with any amount in respect of the Note which has accrued at the applicable interest rate on such date, the balance shall represent a payment of additional interest. Investors should note that due to the nature of the return on the Securities, it</p>
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	<p>is not anticipated that any such excess would arise. To the extent that the Redemption Amount is less than the aggregate of the principal amount outstanding of the Notes and any amount of interest in respect of the Note which has accrued at the applicable interest rate on such date, the balance of any accrued interest which is unpaid shall be extinguished and Noteholders shall have no further claims against the Issuer in respect of such amounts.</p> <p>To the extent that by the Interest Determination Date in respect of any Interest Period, the Issuer has received Net Distribution Proceeds which exceed the aggregate amounts of interest payable in respect of the Notes as calculated in accordance with the provisions described above together with any other amounts of accrued interest in respect of previous Interest Periods which remain unpaid, the Interest Amounts payable in respect of each Note on the following Interest Payment Date shall be increased on a <i>pro rata</i> basis so that the aggregate of the increased Interest Amounts is equal to the Net Distribution Proceeds.</p> <p>The Calculation Agent will on each Interest Determination Date calculate the Interest Amounts for the related Interest Period including any adjustments that are required due to the operation of the provisions described above. The calculation of the Interest Amounts by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.</p> <p>The term “<i>Net Distribution Proceeds</i>” means an amount determined by the Calculation Agent being the proceeds of any distribution in respect of the Charged Assets which the Calculation Agent is satisfied is in the nature of interest or is not required to discharge any principal amount outstanding of the Notes <i>less</i>:</p> <ol style="list-style-type: none"> <li>1. any costs, expenses, taxes and duties incurred in connection with the receipt of such revenue; and</li> <li>2. any outstanding fees pursuant to Special Condition 10 (<i>Fees</i>).</li> </ol> <p><b>See further Special Condition 2 (<i>Interest</i>)</b></p>
<b>Interest Commencement Date:</b>	Shall be the date on which the Issuer first receives proceeds from the subscription or sale of Notes.
<b>Interest Period:</b>	As regards the first Interest Period, the period from and including the Interest Commencement Date to and including the earlier to occur of: (a) the date on which the Issuer receives Net Distribution Proceeds in respect of the Notes, and (b) the date on which the Notes are to be redeemed,



	being as applicable, the Maturity Date, the Extended Maturity Date or any Early Redemption Date and as regards all subsequent Interest Periods, if any, the period from and including the first date following the end of the previous Interest Period to and including the earlier to occur of: (a) the date on which the Issuer receives Net Distribution Proceeds in respect of the Notes, and (b) the date on which the Notes are to be redeemed, being as applicable, the Maturity Date, the Extended Maturity Date or any Early Redemption Date.
<b>Interest Determination Date:</b>	In respect of any Interest Period, the Business Day on which the Calculation Agent has confirmed the amount of the Net Distribution Proceeds received by the Issuer.
<b>Calculation Amount:</b>	In respect of each Note at any time the outstanding principal amount of such Note and which on its initial Issue Date shall be equal to its Authorised Denomination provided that on each anniversary of the Issue Date, the Calculation Amount shall be increased to reflect any interest which has accrued but which is unpaid at that time.
<b>Interest Payment Dates:</b>	Any Payment Business Day falling after the end of an Interest Period but which is not later than 10 Business Days following an Interest Determination Date. At least two (2) Payment Business Days prior to such Interest Payment Date, the Calculation Agent shall provide to the Principal Paying Agent a notice setting out the Interest Payment Date and Interest Amount payable. For the avoidance of doubt the " <i>Interest Payment Date</i> " shall be deemed to be the date on which the Interest Amount is wired by the Issuer to the Principal Paying Agent.
<b>Listing:</b>	An application has been made for admission of the Notes to the official list of the Vienna MTF of the Vienna Stock Exchange. Such listing is expected to take place on or about the Issue Date, however no assurance is given that approval of such application will be granted.
<b>Selling Restrictions:</b>	The Notes will not be offered to the public in any jurisdiction. See ' <i>Distribution, Issuance Process and Selling Restrictions</i> ' in the Series Memorandum and " <i>Subscription and Sale</i> " in the Programme Memorandum.
<b>Form of Notes:</b>	Bearer Notes
<b>871(m)</b>	The Notes will not be treated as subject to 871(m) of the US Internal Revenue Code of 1986 as amended.
<b>The Notes will initially be represented by:</b>	Temporary Global Note
<b>Applicable TEFRA exemption:</b>	D Rules
<b>Exchange of Temporary Global Note or Permanent Global Note:</b>	The Temporary Global Note or, as the case may be, Permanent Global Note, will be exchangeable, in whole but not in part, for a definitive Bearer Note if Euroclear or Clearstream, Luxembourg or any other clearing system in

	<p>which the Permanent Global Note or, as the case may be, Temporary Global Note is for the time being deposited terminates its business and no Alternative Clearing System, satisfactory to the Trustee and the Principal Paying Agent is available.</p>
<b>Principal Finance Centre:</b>	New York
<b>Business Day Convention:</b>	Following Business Day Convention applies
<b>Redemption Amount:</b>	<p>Unless previously redeemed, the Notes will be redeemed by a payment in respect of each Note on the Final Maturity Payment Date of an amount in USD equal to the Redemption Amount.</p> <p>The Issuer (or the Charged Assets Realisation Agent (or Charged Assets Liquidation Agent if applicable) or other person acting on behalf of the Issuer in accordance with the Transaction Documents) will use reasonable endeavours to sell or procure the sale or other means of realisation of the Charged Assets with the objective that the Final Maturity Payment Date falls on or as close as practicable to the Maturity Date or the Extended Maturity Date. Notwithstanding such endeavours, there may be a significant delay between the Final Maturity Payment Date and the Maturity Date or Extended Maturity Date, as the case may be.</p> <p>In respect of each Note, the Redemption Amount shall be an amount equal to the greater of (i) zero and (ii) the Net Proceeds.</p> <p>The “<i>Net Proceeds</i>” means, an amount determined by the Calculation Agent being the <i>pro rata</i> share of the Realisable Value of the Charged Assets in respect of one Note; less the <i>pro rata</i> share in respect of one Note of each of the following:</p> <ul style="list-style-type: none"> <li>(a) any costs and expenses of realising or selling the Charged Assets;</li> <li>(b) any fees, costs or expenses owing to the Trustee and the Agents in connection with the Notes;</li> <li>(c) any fees payable to the Programme Coordinator in connection with the Notes; and</li> <li>(d) any other outstanding fees, costs or expenses payable by the Issuer in connection with the Notes.</li> </ul> <p>The “<i>Realisable Value</i>” means an amount calculated by the Calculation Agent being the proceeds actually received by the Issuer in connection with a realisation of the Charged Assets (whether by redemption, sale, disposal or any other means of realisation) less any costs, expenses, taxes and duties incurred in connection with the realisation of the Charged Assets.</p>

	<p><b>See further Condition 2.4 (Redemption Amount of Notes) and Special Condition 3 (Redemption Amount)</b></p>
<p><b>Early Redemption Amount:</b></p>	<p>Upon an Optional Redemption (other than a partial redemption), Mandatory Redemption or a redemption following an Event of Default, the Notes shall be redeemed at the Early Redemption Amount.</p> <p>Upon an Optional Redemption (other than a partial redemption) or Mandatory Redemption, the Early Redemption Amount of each Note shall be its <i>pro rata</i> share of the Net Proceeds of the realisation of the Charged Assets. Upon a redemption following an Event of Default and the enforcement of the security in respect of the Notes, the Early Redemption Amount in respect of each Note shall be the amount available by applying the portion available to the Noteholders pursuant to Condition 3.4 (Application) of the net proceeds of enforcement of the security in accordance with Condition 3 (Security) <i>pari passu</i> and rateably between the Notes.</p> <p>The Early Redemption Amount will be payable on the Early Redemption Payment Date and there may be a significant delay between the Early Redemption Payment Date and the specified date for early redemption.</p> <p><b>See further Condition 2.4 (Redemption Amount of Notes) and Special Condition 4 (Early Redemption Amount)</b></p>
<p><b>Optional Redemption by the Issuer:</b></p>	<p>The Issuer, subject to compliance with all relevant laws, regulations and directives may, following consultation with the Programme Structurer, and upon giving not less than five (5) Business Days' notice (an "<b>Optional Redemption Notice</b>") to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 7 (Notices), redeem any amount of the Notes in whole or in part. In the case of a redemption of the Notes in whole, they shall be redeemed at their Early Redemption Amount on the date specified in the Optional Redemption Notice provided that the Early Redemption Amount shall be payable on the Early Redemption Payment Date. In the case of a redemption of the Notes in part, they shall be redeemed by payment of a portion of the principal amount outstanding of each Note as specified in the Optional Redemption Notice (such amount the "<b>Partial Redemption Amount</b>") provided that the Partial Redemption Amount shall be payable on the date specified in the Optional Redemption Notice.</p> <p><b>See further Condition 2.10.2 (Optional Redemption by the Issuer) and Special Condition 5.2 (Optional</b></p>

	<b><i>Redemption by the Issuer)</i></b>
<b>Optional Redemption by Noteholders:</b>	<p>Not Applicable.</p> <p>The Conditions of the Notes do not permit the Noteholders to submit requests for their Notes to be redeemed prior to the Maturity Date or Extended Maturity Date.</p> <p><b>See further Condition 2.10.1 (<i>Optional Redemption by the Noteholder</i>) and Special Condition 5.1 (<i>Optional Redemption by the Noteholder</i>)</b></p>
<b>Purchase by the Issuer:</b>	<p>Subject to receipt by the Issuer of an amount (whether by sale of the Charged Assets (or in the case of a purchase of some only of the Notes, a proportion of the Charged Assets corresponding to the proportion of the Notes to be purchased) or otherwise) which is sufficient to fund the purchase price payable by the Issuer, the Issuer may purchase Notes in the open market or otherwise at any price.</p> <p><b>See further Condition 2.11 (<i>Purchase</i>) and Special Condition 5.3 (<i>Optional Purchase</i>)</b></p>
<b>Mandatory Redemption:</b>	<p>If, in accordance with Condition 2.2 (Mandatory Redemption):</p> <ul style="list-style-type: none"> <li>(i) the Issuer satisfies the Trustee that the performance of its obligations under the Notes or ancillary thereto has or will become unenforceable, illegal or otherwise prohibited in whole or in part; and / or</li> <li>(ii) the Issuer considers, having consulted with the Programme Structurer and the Programme Coordinator, that an event or circumstance has occurred or arisen, or is likely to occur or arise such that the continuation of the Series would, as a result of such event or circumstance give rise to material financial or reputational risks for the Issuer, the Programme, the Programme Structurer, the Programme Coordinator, or any of the Agents; or</li> <li>(iii) the occurrence of any circumstance or event which would otherwise lead to Notes being issued in definitive form has occurred, unless the Issuer, following consultation with the Programme Structurer, determines otherwise acting in its sole discretion; and / or</li> <li>(iv) the occurrence of a distribution or return of capital and / or assets to holders of the Charged Assets following the winding up, redemption, buy-back or liquidation of all of the Securities; and / or</li> </ul>

	<p>(v) the CIX Fund fails to comply in any material respect with the Private Placement Memorandum and/or the Letter Agreement and/or any other agreement between the Issuer and the CIX Fund in respect of the Securities,</p> <p>then the Notes shall, unless following consultation the Noteholders determine otherwise by way of Written Resolution or Extraordinary Resolution, become due and repayable at their Early Redemption Amount which shall be payable on the Early Redemption Payment Date.</p> <p><b>See further Condition 2.2 (<i>Mandatory Redemption</i>) and Special Condition 6 (<i>Mandatory Redemption</i>)</b></p>
<b>Suspension of Redemptions:</b>	<p>Redemptions may be suspended in circumstances where a Deliverable Document is not received by the Issuer.</p> <p><b>See further Special Condition 9 (<i>Failure to Deliver a Deliverable Document</i>)</b></p>
<b>Charged Assets Realisation:</b>	<p>To enable the redemption of the Notes, whether upon the Final Maturity Payment Date, a Mandatory Redemption, an Optional Redemption or following an Event of Default and to facilitate purchases of the Notes by the Issuer, the Issuer (or, Charged Assets Realisation Agent (or Charged Assets Liquidation Agent if applicable) or other person acting on behalf of the Issuer in accordance with the Transaction Documents with respect to the realisation of Charged Assets) will use reasonable endeavours to sell or procure the sale or other means of realisation of the Charged Assets.</p> <p>If it is not possible to realise the Charged Assets, the obligations of the Issuer may be satisfied by a Delivery in Kind or the Notes could potentially be redeemed at zero.</p> <p><b>See further Condition 2.5 (<i>Charged Assets Realisation</i>) and Special Condition 15 (<i>Charged Assets Realisation</i>)</b></p>
<b>Delivery in Kind:</b>	<p>Investors in the Notes should be aware that the Conditions of the Notes permit the Issuer to satisfy its obligations to the holders of the Notes by delivery of a portion of the Net Charged Assets (being the Charged Assets less a provision for certain specified costs and expenses) (a “<b>Delivery in Kind</b>”). Delivery of the Net Charged Assets shall be made either to the Noteholders or to a Charged Assets Holding Agent on behalf of the Noteholders. Before delivery can be made to a Charged Assets Holding Agent, the Issuer must give prior notice to the Noteholders specifying the identity of the Charged Assets Holding Agent (which shall be selected in good faith by the Issuer following consultation with the Programme Structurer), the terms on which it is to hold the Net Charged Assets and the rights of the Noteholders in respect of the Net Charged Assets. If a Delivery in Kind is</p>

	<p>initiated it may result in the Notes being redeemed at zero including where it is not possible to complete delivery of the Net Charged Assets.</p> <p><b>See further Condition 2.9 (<i>Delivery in Kind</i>) and Special Condition 7 (<i>Delivery in Kind</i>)</b></p>
<b>Redemption at Zero:</b>	<p>Prospective investors in the Notes should be aware that the Conditions of the Notes provide that they may be redeemed at zero in circumstances where it is not possible to realise the Charged Assets or where a Delivery in Kind cannot be effected. In the event of a redemption at zero, investors would lose their total investment and would have no further recourse against the Issuer or any other person.</p> <p><b>See further Condition 2.5 (<i>Charged Assets Realisation</i>), Condition 2.9 (<i>Delivery in Kind</i>), Special Condition 7 (<i>Delivery in Kind</i>) and Special Condition 15 (<i>Charged Assets Realisation</i>)</b></p>
<b>Reports, calculations, determinations and notifications:</b>	<p>On each NAV Report Date, the Calculation Agent shall, subject to Special Condition 9 (<i>Failure to Deliver a Deliverable Document</i>) deliver a NAV Report to the Programme Coordinator and the Issuer.</p> <p>The Programme Coordinator will disseminate the NAV per Note to Bloomberg, Reuters, SIX Financial Information USA Inc. and to the Vienna Stock Exchange.</p> <p><b>See further Special Condition 8 (<i>Reports, calculations, determinations and notifications</i>)</b></p>
<b>Fees:</b>	<p>The amounts payable under the Notes are based on the performance of the Charged Assets after deduction of Ordinary Expenses, Extraordinary Expenses and Acquisition and Realisation Costs, which expenses include fees due to the Trustee, the Programme Coordinator and any Agents, and any other transaction related fees incurred by the Issuer in respect of the issuance of the Notes and a portion of any fees, costs and expenses related to the Programme or the operation and maintenance of the Issuer which are not directly attributable to any one Series of Notes).</p> <p>All fees are payable prior to any amounts being payable in respect of the Notes to any Noteholders. The fees will be applied in calculating the value of the Portfolio and therefore will result in a reduction in the Net Asset Value of the Notes (unless otherwise satisfied).</p> <p>The CIX Fund has agreed to pay a facilitation fee to the Issuer which will be applied towards the discharge of the Ordinary Expenses payable by it in respect of the Notes.</p>

	<p>The CIX Fund has further agreed to fund the payment of the Extraordinary Expenses by the Issuer. Investors should be aware that the payment of such amounts by the CIX Fund could result in a reduction in the value of the Securities.</p> <p><b>See further Special Condition 10 (<i>Fees</i>) and the section in the Series Memorandum entitled “<i>Description of the Fees and Expenses</i>”.</b></p>
<b>Further Issues:</b>	<p>The Issuer shall be at liberty to issue Further Notes with the express intention that such Further Notes be consolidated and form a single series with the Notes (and with any subsequent Further Notes so issued).</p> <p><b>See further Condition 16 (<i>Further Issues</i>) and Special Condition 11 (<i>Further Issues</i>)</b></p>
<b>Governing Law:</b>	<p>The Notes and any dispute or claim arising out of or in connection with them (including non-contractual obligations, disputes or claims) shall be governed by and construed in accordance with Irish law. The courts of Ireland shall have non-exclusive jurisdiction in respect of any dispute. The Programme Account Agreements are governed by English law and the courts of England and Wales shall have jurisdiction over any dispute or claim relating thereto. The Series Charging Instrument is governed by Delaware law and the Delaware State and / or Federal Courts may have jurisdiction over any dispute or enforcement proceedings relating thereto.</p>

<b>Series Assets:</b>	
<b>Series Assets:</b>	<p>(1) The Securities and (2) any and all investments, agreements, contracts, shareholder and/or partnership interests acquired by the Issuer in relation to the Notes and any and all related investments, monies, credit balances, assets or related contracts, trading positions, any sums standing to the credit of a deposit account (if any) or beneficial interests in any assets, to the extent any of the foregoing is:</p> <p>(i) held, carried and / or maintained by the Issuer, the Trustee and / or any of the Agents, in relation to the Notes; or</p> <p>(ii) established, agreed or obtained by the Issuer in relation to the Notes.</p>
<b>Securities:</b>	<p>The “Securities” are comprised of:</p> <p>(a) Class B Stock (the “<b>Class B Stock</b>”) issued by CIX ESG Affordable Housing Fund II, Inc (the “<b>CIX</b>”</p>

	<p><b>Fund</b>") as acquired by the Issuer with the proceeds of the Notes; and</p> <p>(b) a secured promissory note to be executed by the CIX Fund in favour of the Issuer evidencing a secured loan to be advanced to the CIX Fund (the "<b>Portfolio Note</b>") with the proceeds of the Notes.</p> <p><b>See further the section in the Series Memorandum entitled "Information relating to the Charged Assets".</b></p>
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<b>Security</b>	
<b>Charged Assets:</b>	The Charged Assets shall be (i) the Series Assets and (ii) the Related Rights.
<b>Related Rights:</b>	All rights of the Issuer derived from or connected to the Series Assets including, without limitation, any rights to receive additional shares or other securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, interest, dividend, distribution, income or otherwise) in respect of the Series Assets.
<b>Series Charging Instrument:</b>	Pursuant to a supplemental security agreement in respect of the Series Assets to be entered into between the Issuer and the Trustee and dated on or about the date of the purchase of the initial Securities, the Issuer will grant in favour of the Trustee, as security for itself, and the Secured Parties, a security interest governed under the laws of the State of Delaware over the Issuer's interest in the Securities (such security, the " <b>Series Charging Instrument</b> ").



## **PART B**

### **SPECIAL CONDITIONS OF THE NOTES**

#### **1 Definitions**

Words set out in italics in these Special Conditions do not form part of the definitions for the purpose of the Series Constituting Instrument and the documents constituted thereby. In the event of a conflict between the Conditions and the Special Conditions, the Special Conditions shall prevail.

**“Acquisition and Realisation Costs”** means the costs incurred by the Issuer in respect of the acquisition and realisation of the Charged Assets which shall include:

- (i) in relation to any acquisition of the Charged Assets, all commissions, fees, charges and expenses (including, without limitation, any applicable distribution fees, any stamp duty, documentary or transfer or other taxes or duties payable in respect of the acquisition of such Charged Assets) incurred or payable by the Issuer; and
- (ii) in relation to any realisation of the Charged Assets, all commissions, fees, charges and expenses (including, without limitation, any stamp duty, documentary or transfer or other taxes or duties payable in respect of the sale or other realisation of any such Charged Assets) incurred or payable in respect of such sale or other realisation.

**“Audit Deliverable Document”** means each document which the Programme Structurer has agreed to deliver (or to procure the delivery of) to the Issuer by such dates as may be agreed from time to time by the Issuer and the Programme Structurer in connection with the audit of the CIX Fund including but not limited to the audited financial statements of the CIX Fund.

**“Calculation Amount”** means in respect of each Note at any time the outstanding principal amount of such Note and which on its initial Issue Date shall be equal to its Authorised Denomination.

**“CIX Fund”** means CIX ESG Affordable Housing Fund II, Inc, a Delaware corporation.

**“Class B Stock”** means Class B stock issued by the CIX Fund and acquired by the Issuer with the proceeds of the Notes.

**“Day Count Fraction”** means Actual/Actual.

**“Deliverable Documents”** means the Audit Deliverable Documents and the Non-Audit Deliverable Documents.

**“Distribution Agreement”** shall have the meaning set out Special Condition 12 (Distributor).

**“Distributor”** shall have the meaning set out in the subsection titled ‘*Subscription Fees payable to Distributors*’ under Section 7 (Description of the Fees and Expenses) of the Series Memorandum.

**“Extraordinary Expenses”** means any fees and expenses incurred by the Issuer

which are determined by the Calculation Agent to be outside the normal and ordinary course of business for the Series.

**“Letter Agreement”** means the agreement entered into on or about the Issue Date between the Issuer and the CIX Fund that supplements the terms of the Securities and Private Placement Memorandum.

**“NAV per Note”** means the aggregate Net Asset Value of the Portfolio divided by the total number of outstanding Notes.

**“NAV Report”** means a report provided to the Issuer and the Programme Coordinator by the Calculation Agent setting out the calculation of the Net Asset Value of the Portfolio (net of any fees as described under Special Condition 10 (*Fees*)).

**“NAV Calculation Date”** means the last calendar day of each calendar month, provided that the Calculation Agent may in its sole discretion elect that the NAV Calculation Date shall mean any calendar day of any week by notifying the Issuer, the Trustee and the Noteholders in accordance with Condition 7 (*Notices*).

**“NAV Report Date”** means two Business Days after each NAV Calculation Date.

**“Net Asset Value”** means, in respect of the Notes, the value for each component of the Series Assets (net of any fees as described under Special Condition 10 (*Fees*)), as provided by the Calculation Agent to the Issuer and the Programme Coordinator, as the case may be, on or before the NAV Report Date.

**“Net Distribution Proceeds”** means an amount determined by the Calculation Agent being the proceeds of any distribution in respect of the Charged Assets which the Calculation Agent is satisfied is in the nature of interest or is not required to discharge any principal amount outstanding of the Notes *less*:

1. any costs, expenses, taxes and duties incurred in connection with the receipt of such revenue; and
2. any outstanding fees pursuant to Special Condition 10 (*Fees*).

**“Non-Audit Deliverable Document”** means:

- (i) each quarterly report which the Programme Structurer has agreed to deliver to the Issuer by such dates as may be agreed from time to time by the Issuer and the Programme Structurer;
- (ii) each valuation report of the administrator of the CIX Fund which the Programme Structurer has agreed to deliver to the Issuer by such dates as may be agreed from time to time by the Issuer and the Programme Structurer; and
- (iii) each independent audit confirmation which the Programme Structurer has agreed to deliver at the request of the auditors of the Issuer and by such time as is specified by the auditors of the Issuer.

**“Ordinary Expenses”** means:

- (1) fees and expenses payable to the Trustee in accordance with the terms

of the Series Trust Deed;

- (2) fees and expenses payable to the Agents in accordance with the Series Agency Agreement;
- (3) fees and expenses payable to the Programme Coordinator in accordance with the Series Coordination Agreement;
- (4) fees and expenses payable to the Programme Accounts Bank in accordance with the terms of the Programme Accounts Agreements and the Programme Accounts Security Agreement;
- (5) any other fees, costs and expenses payable by the Issuer which are directly attributable to the Notes, including but not limited to:
  - (aa) costs incurred in connection with the issuance, listing and clearing of the Notes and / or the performance of obligations in relation thereto;
  - (bb) any commissions, fees, costs and expenses payable by the Issuer pursuant to the Series Constituting Instrument and the Series Documents as defined therein;
  - (cc) any fees, costs and expenses of the corporate services provider of the Issuer payable in respect of the Notes;
  - (dd) any fees incurred in connection with the appointment of process agents required to be appointed pursuant to the Transaction Documents;
  - (ee) any legal fees and disbursements payable by the Issuer, the Programme Coordinator or the Trustee to the legal advisers to the Issuer, the Programme Coordinator or the Trustee in respect of the issuance of the Notes;
  - (ff) the Subscription Fees (as defined hereinafter); and.
  - (gg) any other fees, costs or expenses as designated by the Programme Coordinator.
- (6) a portion, as determined by the Calculation Agent (based on an equal allocation among each Series of Notes or such other method of allocation as the Calculation Agent considers to be fair and reasonable), of any fees, costs and expenses incurred by the Issuer in respect of the Programme or the general maintenance or operation of the Issuer which are not directly attributable to any Series of Notes; and
- (7) a total of EUR 1,000 per annum which shall be retained by the Issuer in respect of all Series in issuance,

but in each case not including Extraordinary Expenses and Acquisition and Realisation Costs.

**“Portfolio”** means the Series Assets.

**“Portfolio Note”** means a secured promissory note executed by the CIX Fund in favour of the Issuer evidencing a secured loan advanced by the Issuer to the CIX Fund with the proceeds of the Notes.

**“Private Placement Memorandum”** means the Confidential Private Placement Memorandum of the CIX Fund, dated 01 June 2025 as amended, restated, amended and restated or supplemented from time to time, appended to the Series Memorandum.

**“Securities”** means the Class B Stock and the Portfolio Note invested in by the Issuer with the proceeds of the Notes.

**“Security”** means the security constituted by (i) the Series Trust Deed entered into by the execution of the Series Constituting Instrument, (ii) the Series Charging Instrument and (iii) the Programme Accounts Security Agreement.

**“Series 551”** means the Series constituted pursuant to the Series Constituting Instrument.

**“Series Charging Instrument”** means the supplemental security to be entered into between the Issuer and the Trustee on the date that the Issuer makes its first investment in the Securities.

**“Series Constituting Instrument”** means the constituting instrument in respect of the CIX ESG Affordable Housing Bond II (Series 551) Notes due 2029 entered into between the Issuer, the Trustee, the Agents, the Back Office Agent, the Programme Structurer and the Programme Coordinator.

**“Subscription Fee”** shall have the meaning set out in the subsection titled ‘*Subscription Fees payable to Distributors*’ under Section 7 (Description of the Fees and Expenses) of the Series Memorandum.

## 2 Interest

2.1 Condition 1 (*Interest*) shall apply to the Notes read with this Special Condition 2.

2.2 Subject to Special Condition 2.3, each Note accrues interest on its Calculation Amount from and including the Interest Commencement Date until the date on which the Notes are to be redeemed, being as applicable, the Maturity Date, the Extended Maturity Date or any Early Redemption Date at the rate per annum equal to the Interest Rate. In respect of each Interest Period, the amount of interest payable in respect of each Note shall be calculated on the related Interest Determination Date and shall be payable in arrears on the immediately following Interest Payment Date provided that in the case of an Interest Period ending on the Maturity Date or the Extended Maturity Date, interest shall be payable on the Final Maturity Payment Date and in the case of an Interest Period ending on any Early Redemption Date, interest shall be payable on the Early Redemption Payment Date. The amount of interest payable in respect of any Note for any Interest Period shall, subject to Special Conditions 2.3 to 2.6, be calculated by multiplying the product of the Interest Rate and the Calculation Amount of such Note by the Day Count Fraction (the **“Interest Amount”**). To the extent that one or more anniversaries of the Issue Date occur during an Interest Period, the calculation of the Interest Amount for

that Interest Period shall be adjusted by the Calculation Agent to take account of the number of days for which the Calculation Amount was increased. To the extent that the Notes are partially redeemed during an Interest Period, the calculation of the Interest Amount for that Interest Period shall be adjusted by the Calculation Agent to take account of the number of days for which the Calculation Amount was reduced.

- 2.3 Interest shall only be payable on each Interest Payment Date in respect of the preceding Interest Period to the extent that the Issuer has received by each related Interest Determination Date Net Distribution Proceeds from the CIX Fund which are sufficient to discharge the aggregate Interest Amounts payable in respect of the Notes. To the extent that by the Interest Determination Date in respect of any Interest Period, the Issuer has received no Net Distribution Proceeds, or Net Distribution Proceeds which are less than the aggregate amounts of interest payable in respect of the Notes as calculated in accordance with Special Condition 2.2, the Interest Amounts payable in respect of each Note on such Interest Payment Date shall be reduced: (i) in the case where no Net Distribution Proceeds have been received to zero; and (ii) in the case where Net Distribution Proceeds which are less than the calculated amounts which are payable, on a *pro rata* basis so that the aggregate of the reduced Interest Amounts is equal to the Net Distribution Proceeds.
- 2.4 To the extent that for any Interest Period, any amount of accrued interest is not paid on the related Interest Payment Date due to the operation of Special Condition 2.3, such event shall not constitute an Event of Default under the Notes and such unpaid interest shall be paid on the next following Interest Payment Date as an additional payment of interest to the extent that the Issuer has received sufficient Net Distribution Proceeds on the next Interest Determination Date to discharge such amounts. Unpaid interest amounts shall not accrue interest.
- 2.5 To the extent that on the Interest Determination Date in respect of the Interest Period ending on the Maturity Date, the Extended Maturity Date or Early Redemption Date, the Net Distribution Proceeds received by the Issuer are less than the amounts of interest which are calculated to be payable on the related Final Maturity Payment Date or Early Redemption Payment Date, together with any amounts of accrued interest in respect of previous Interest Periods which remain unpaid, the amount of interest payable by the Issuer shall be limited to the aggregate of the Net Distribution Proceeds which are available for distribution which shall be allocated among each Note on a *pro rata* basis and any balance remaining unpaid shall be extinguished and the payment by the Issuer of the Redemption Amount on such Final Maturity Payment Date or Early Redemption Payment Date shall discharge all remaining claims of the Noteholders against the Issuer and Noteholders shall have no further claims against the Issuer in respect of such amounts.
- 2.6 To the extent that by the Interest Determination Date in respect of any Interest Period, the Issuer has received Net Distribution Proceeds which exceed the aggregate amounts of interest payable in respect of the Notes as calculated in accordance with Special Condition 2.2 together with any other amounts of accrued interest in respect of previous Interest Periods which remain unpaid, the Interest Amounts payable in respect of each Note on the following Interest Payment Date shall be increased on a *pro*

*rata* basis so that the aggregate of the increased Interest Amounts is equal to the Net Distribution Proceeds.

- 2.7 The payment of the Redemption Amount on the Early Maturity Payment Date or Final Maturity Payment Date, as the case may be, shall include the amount of interest which is payable on such date in accordance with the provisions above. To the extent that the Redemption Amount in respect of a Note exceeds the aggregate of the principal amount outstanding of the Note on such date together with any amount of interest in respect of the Note which has accrued at the applicable interest rate on such date, the balance shall represent a payment of additional interest. To the extent that the Redemption Amount is less than the aggregate of the principal amount outstanding of the Notes and any amount of interest in respect of the Note which has accrued at the applicable interest rate on such date, the balance of any accrued interest which is unpaid shall be extinguished and Noteholders shall have no further claims against the Issuer in respect of such amounts.
- 2.8 The Calculation Agent will on each Interest Determination Date calculate the Interest Amounts for the related Interest Period including any adjustments that are required due to the operation of Special Conditions 2.3 to 2.7. The calculation of the Interest Amounts by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

### **3 Redemption Amount**

- 3.1 The Redemption Amount of the Notes shall be determined in accordance with Condition 2.4 (*Redemption Amount of Notes*).

### **4 Early Redemption Amount**

- 4.1 The Early Redemption Amount of the Notes shall be determined in accordance with Condition 2.4 (*Redemption Amount of Notes*).

### **5 Optional Redemption and Purchase**

#### **5.1 Optional Redemption by the Noteholder**

Condition 2.10.1 (*Optional Redemption by the Noteholder*) shall not apply to the Notes.

#### **5.2 Optional Redemption by the Issuer**

5.2.1 Condition 2.10.2 (*Optional Redemption by the Issuer*) shall apply to the Notes subject to the amendments set out below.

5.2.2 Condition 2.10.2(A) shall be amended to read as follows:

*“If this Condition 2.10.2 (Optional Redemption by the Issuer) is stated by the Conditions to be applicable, the Issuer subject to compliance with all relevant laws, regulations and directives may, following consultation with the Programme Structurer, and upon giving not less than five (5) Business Days’ notice to the Trustee and the Noteholders in accordance with Condition 7 (Notices) (such notice, the “Optional Redemption Notice”),*

*redeem any amount of the Notes in whole or in part. In the case of a redemption in whole, the Notes shall be redeemed at their Early Redemption Amount on the date specified in the Optional Redemption Notice (the “**Optional Redemption Date**”) provided that the Early Redemption Amount shall be payable on the Early Redemption Payment Date. In the case of a redemption in part, the Notes shall be redeemed in part by payment of a portion of the principal amount outstanding of each Note as specified in the Optional Redemption Notice (such amount the “**Partial Redemption Amount**”) provided that the Partial Redemption Amount shall be payable on the date specified in the Optional Redemption Notice.”*

### **5.3 Optional Purchase**

5.3.1 Condition 2.10.3 (Optional Purchase) shall not apply to the Notes.

5.3.2 Condition 2.11.1 shall apply to the Notes.

### **5.4 Suspension of Redemptions**

If any Notes are to be redeemed on a day on which redemptions are suspended pursuant to Special Condition 9 (*Failure to Deliver a Deliverable Document*), the day for such redemptions shall, unless otherwise determined by the Issuer, be postponed until the first Business Day falling after the end of the period during which redemptions are suspended.

### **5.5 Extended Maturity Date**

The term of the Notes may be extended for further periods of up to one (1) year at a time, provided that the Calculation Agent, at the request of the Issuer, following consultation with the Programme Structurer, has given a notice (the “**Extension Notice**”) to the Trustee, the Principal Paying Agent and the Noteholders one (1) calendar month prior to the Maturity Date or any Extended Maturity Date, if applicable, stating that such extension shall take place in respect of the Notes. The term of the Notes may be extended on multiple occasions. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the “**Extended Maturity Date**”). The Issuer may only request an extension pursuant to this Special Condition 5.5. (*Extended Maturity Date*), if the Programme Structurer has certified to the Issuer that it considers that such an extension is necessary to accommodate the receipt by the Issuer of further payments in respect of the Securities after the Maturity Date or any Extended Maturity Date.

## **6 Mandatory Redemption**

6.1 Condition 2.2 (*Mandatory Redemption*) shall apply to the Notes read with this Special Condition 6 (*Mandatory Redemption*).

6.2 Condition 2.2.1(B) shall be amended to read as follows:

*“the Issuer considers, having consulted with the Programme Structurer and the Programme Coordinator, that an event or circumstance has occurred or arisen, or is likely to occur or arise such that the continuation of the Series would, as a result of such event or circumstance give rise to material financial or reputational risks for the Issuer, the Programme, the Programme Structurer, the Programme Coordinator or any of the Agents; or”*

6.3 Condition 2.2.1(E) shall be amended to read as follows:

*“the occurrence of any circumstance or event which would otherwise lead to Notes being issued in definitive form has occurred, unless the Issuer, following consultation with the Programme Structurer, determines otherwise acting in its sole discretion; and / or”*

6.4 Condition 2.2.1(C) and Condition 2.2.1(D) shall be deleted and the following paragraphs shall be renumbered accordingly.

6.5 Each of the following shall be Additional Mandatory Redemption Events for the purposes of Condition 2.2.1:

- (A) the occurrence of a distribution or return of capital and / or assets to holders of the Securities following the winding up, redemption, buy-back or liquidation of all of the Securities; or
- (B) the CIX Fund fails to comply in any material respect with the Private Placement Memorandum and/or the Letter Agreement and/or any other agreement between the Issuer and the CIX Fund in respect of the Securities.

## **7 Delivery in Kind**

7.1 Condition 2.9.1 (*Delivery in Kind to the Charged Assets Holding Agent*) shall apply to the Notes read with this Special Condition 7 (*Delivery in Kind*). The Charged Assets Holding Agent shall be an entity which is selected in good faith by the Issuer, following consultation with the Programme Structurer, and notified to the Noteholders by the Issuer in the Delivery in Kind Notice.

7.2 Condition 2.9.2 (*Delivery in Kind to the Noteholders*) shall apply to the Notes.

7.3. Notwithstanding anything to the contrary in the Conditions, and in particular, Condition 2.9.1 (*Delivery in Kind to the Charged Assets Holding Agent*) or Condition 2.9.2 (*Delivery in Kind to the Noteholders*), the exercise by the Programme Structurer of any rights or authorities pursuant to Condition 2.9.1 (*Delivery in Kind to the Charged Assets Holding Agent*) or Condition 2.9.2 (*Delivery in Kind to the Noteholders*) shall be subject to the control and supervision of the Issuer and the Programme Structurer shall not be entitled to exercise any rights or authorities granted to it without first consulting with and receiving the prior consent of the Issuer. Any purported exercise without first receiving the prior consent of the Issuer shall be of no effect.

7.4 Condition 2.9.1(E) shall be amended to read as follows:



*“The Delivery In Kind Notice shall include the following information:*

- (i) the identity of the Charged Assets Holding Agent;*
- (ii) the terms on which the Charged Assets Holding Agent will hold the Net Charged Assets; and*
- (iii) the rights of the Noteholders in respect of the Net Charged Assets.*

*The matters at paragraphs (ii) and (iii) above shall be determined and finalised by the Issuer following consultation with the Programme Structurer and acting in good faith with due regard to the interests of the Noteholders and subject to any restrictions contained in the Series Constituting Instrument provided however that neither the Issuer nor the Programme Structurer shall have any liability to the Noteholders or any other person for any loss arising out of or in connection with such matters. The Trustee shall not be required to review, consider, investigate, monitor or approve the matters specified in paragraphs (i) to (iii) or any other terms relevant to the manner in which the Net Charged Assets shall be held by the Charged Assets Holding Agent following the Delivery In Kind being effected.”*

## **8 Reports, calculations, determinations and notifications**

- 8.1 On each NAV Report Date, the Calculation Agent shall, subject to Special Condition 9 (*Failure to Deliver a Deliverable Document*) deliver a NAV Report to the Programme Coordinator and the Issuer.
- 8.2 Following receipt by the Programme Coordinator and the Issuer of the NAV Report from the Calculation Agent on the NAV Report Date, the Programme Coordinator will disseminate the NAV per Note to Bloomberg, Reuters, SIX Financial Information USA Inc. and to the Vienna Stock Exchange.
- 8.3 The NAV Report and any summary thereof will be an estimated valuation of the Portfolio and shall not be interpreted as an indication of the expected Redemption Amount of the Notes. In particular, the calculation for the Net Asset Value of the Portfolio will be comprised of an estimated valuation, as at the NAV Calculation Date, of the Securities. The NAV Report and any summary thereof shall take account of any fees, expenses or charges that apply to the Notes, and is subject to amendment and / or corrections at any time without giving notice to any person. The valuation of the Securities will be based on the Deliverable Documents. The valuation of the Securities used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may not be current as of such date, therefore the valuation of the Securities used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may differ from the actual value of the Securities on such NAV Calculation Date.
- 8.4 Whenever any matter falls to be determined, considered or otherwise decided upon by the Calculation Agent or any other person (including where a matter is to be decided by reference to the Calculation Agent's or such other person's opinion), unless otherwise stated, that matter shall be determined, considered or otherwise decided upon by the Calculation

Agent or such other person, as the case may be, in its sole and absolute discretion. The Calculation Agent has agreed in the Series Constituting Instrument to comply with its obligations set out in these Conditions.

- 8.5 Each Transaction Party (other than the Calculation Agent) shall be entitled to rely on any certification, notification, calculation or determination of the Calculation Agent given or copied to it as being true and accurate for all purposes and none of them shall be obliged to make any investigation or enquiry into any such certification, notification, calculation or determination or into the basis on which such certification, notification, calculation or determination was prepared, given or made.
- 8.6 Without limitation to Special Condition 9.1(A) or 9.2(A), in the event that any Deliverable Document is not received by its respective due date and the Calculation Agent does not otherwise have information which it considers satisfactory for the purposes of determining the value of the Series Assets, the Calculation Agent may consider the value of the Series Assets be the cost of the Series Asset or such other price as the Calculation Agent considers to be reasonable. The Calculation Agent shall incur no liability to any Noteholders or any other person as a result of considering the value of the Series Assets to be the cost of the Series Assets in accordance with this Special Condition 8.6. The Calculation Agent shall not be required to modify this value until such time as it receives the outstanding Deliverable Document or such other information as it considers satisfactory for the purposes of determining the value of the Series Assets.
- 8.7 The Calculation Agent is entitled to rely on the Deliverable Documents and any certification, notification, calculation, determination or announcement made by or on behalf of the CIX Fund and / or any agent of the CIX Fund in connection with the Series Assets and shall not be obliged to make any investigation or enquiry into, and shall incur no liability to any person for relying on, any such Deliverable Document or any certification, notification, calculation, determination or announcement reasonably believed by it to be genuine and made by or on behalf of the CIX Fund and/or any agent of the CIX Fund.

## **9 Failure to Deliver a Deliverable Document**

- 9.1 If an Audit Deliverable Document is not received by or on behalf of the Issuer by its respective due date, the Issuer will notify Noteholders in accordance with Condition 7 (*Notices*) of the failure to receive such document and:
- (A) the obligation of the Calculation Agent to prepare the NAV Reports shall be suspended;
  - (B) all subscriptions and redemptions of the Notes shall be suspended; and
  - (C) all further investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

9.2 If a Non-Audit Deliverable Document is not received by or on behalf of the Issuer by the date falling thirty (30) days after its respective due date the Issuer will notify Noteholders in accordance with Condition 7 (*Notices*) of the failure to receive such document and,

- (A) the obligation of the Calculation Agent to prepare a NAV Report shall be suspended;
- (B) all subscriptions and redemptions of the Notes shall be suspended; and
- (C) all investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

## 10 Fees

To the extent not discharged by any person on its behalf, the Issuer will be required to pay the following fees and expenses in connection with the Notes:

- (1) the Ordinary Expenses;
- (2) the Extraordinary Expenses; and
- (3) the Acquisition and Realisation Costs.

## 11 Further Issues

Pursuant to Condition 16 (*Further Issues*) as amended and supplemented by this Special Condition 11 (*Further Issues*), the Issuer shall be at liberty to issue Further Notes with the express intention that such Further Notes be consolidated and form a single series with the Notes (and with any subsequent Further Notes so issued) provided that the net proceeds of issue of such Further Notes shall be invested in additional Series Assets which are identical to the existing Series Assets and provided that the additional Series Assets represent a proportion of the existing Series Assets which the proportion that the principal amount of Further Notes to be issued bears to the Notes in issue prior to the issuance of the Further Notes.

Condition 16.1 shall be amended by the deletion of the following wording beginning in the third line of the first paragraph:

*“(and shall, if so directed in writing by the Programme Coordinator specifying the principal amount of Further Notes to be issued)”.*

## 12 Distributor

The Issuer has, pursuant to a distribution agreement (the “**Distribution Agreement**”) appointed CIX Capital International Ltda. as a Distributor pursuant to which CIX Capital International Ltda. may procure subscribers for the Notes or enter into agreements with third parties whereby such third parties will procure subscribers for the Notes. No fees will be payable by the Issuer to CIX Capital International Ltda. or any third party appointed by CIX Capital International Ltda. but such entities may receive distribution fees from the CIX Fund as described in the Private Placement

Memorandum.

### **13 Extraordinary Resolutions of the Noteholders**

The Programme Coordinator and the Programme Structurer may, in its and/or their absolute discretion, request direction to the Issuer and Trustee from the Noteholders by way of Extraordinary Resolution.

### **14 Realisation of Charged Assets**

The Programme Coordinator may, at any time, give the Issuer written notice requiring it to realise a specified number of Securities in order to fund a redemption of Notes or to cover any fees and expenses of the Issuer. Following such written notice the Issuer or another person on its behalf may, but shall not be obliged to, realise the specified number of Securities. Any realisation proceeds of the Securities shall be used for the purpose specified by the Programme Coordinator in the written notice and not for any other purpose.

### **15 Charged Assets Realisation**

Condition 2.5.12 shall be amended to read as follows:

*“If the Redemption Amount of the Notes is zero, the Issuer, following consultation with the Programme Structurer, may either (i) hold the relevant Charged Assets for the time being or (ii) terminate, disclaim or transfer the Charged Assets to any third party of the Issuer’s choosing (which may not be an Affiliate or business partner of the Programme Structurer) at a price equal to the minimum consideration required to make the transfer binding.”*

### **16 Stay on Enforcement**

Condition 5.6 shall be amended by the insertion of the following wording at the end of the Condition:

*“The exercise by the Programme Structurer of any rights or authorities pursuant to this Condition 5.6 shall be subject to the control and supervision of the Issuer and the Programme Structurer shall not be entitled to exercise any rights or authorities granted to it without first consulting with and receiving the consent of the Issuer. Any purported exercise without first receiving the consent of the Issuer shall be of no effect.”*

### **17 Authorisation**

17.1 Condition 6.4.1 shall be amended to read as follows:

*“The Issuer will not exercise any rights in its capacity as a holder of, or person beneficially entitled to or participating in the Charged Assets unless it shall have first received the consent of the Programme Structurer or the Programme Coordinator or it shall have been directed in writing to do so by the Trustee, or by an Extraordinary Resolution of the Noteholders (each in accordance with the Conditions of the Notes) and,*

*if such direction is given, the Issuer will act only in accordance with such directions. In particular, the Issuer will not attend or vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) of, the Charged Assets or give any consent, waiver, indulgence, time or notification or make any declaration in relation to such Charged Assets unless it shall have received such consent or been so directed. If any such persons aforesaid are at any time requested to give an indemnity to any person in relation to the Charged Assets or to assume obligations not otherwise assumed by them under any of the Charged Assets, or to give up, waive or forego any of their rights and / or entitlements under any of the assets secured pursuant to the relevant Security Documents, or agree any composition, compounding or other similar arrangement with respect to any of the Charged Assets or any part of them, the Issuer will not give such indemnity or otherwise assume such obligations or give up, waive or forego such rights or agree such composition, compounding or other arrangement unless:*

- (A) it shall have first received the consent of the Programme Structurer or the Programme Coordinator or been so requested by the Trustee or by an Extraordinary Resolution of the Noteholders (each in accordance with the Conditions of the Notes), and*
- (B) it shall have been counter-indemnified to its satisfaction.*

*The Issuer may at any time request direction from the Trustee or by an Extraordinary Resolution of the Noteholders provided however that the Trustee shall not be required to provide a direction in response to such a request and the Trustee may seek direction from the Noteholders by way of an Extraordinary Resolution when considering its response to such a request.”*

## **18 Enforcement and Limited Recourse**

Condition 5.4 of the Notes shall be replaced with the following:

*“The obligations of the Issuer to pay any amounts due and payable under the Notes and the Series Documents shall be limited to the proceeds available out of any Series Settlement Account Entitlement and the Mortgaged Property, subject to the Security Interests over the Mortgaged Property created by and pursuant to the Security Documents and the order of payments in accordance with Condition 3.4 (Application) of the Conditions (or as otherwise stated in the Conditions). Neither the Noteholders nor the Trustee will have recourse to any other general assets of the Issuer. After (i) the Mortgaged Property and the Series Settlement Account Entitlement are exhausted (whether following liquidation or enforcement of the security or otherwise) and (ii) the application of the proceeds in accordance with Condition 3.4 (Application) of the Conditions (or as otherwise stated in the Conditions), and, save for lodging a claim in the liquidation of the Issuer initiated by another person or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer, neither the Trustee nor any Noteholder may take any further steps against the Issuer or any of its assets to recover any sum*

*still unpaid in respect of the Notes nor may the Portfolio Manager or the Swap Counterparty (if any) take any further steps against the Issuer or any of its assets to recover any sum still unpaid in respect of the Series Portfolio Management Agreement or the Series Swap Agreement in respect of such Series and, in each case, all claims against the Issuer in respect of each of such sums unpaid shall be extinguished. In particular, none of the Trustee, any receiver, the Noteholders, the Agents, the Programme Structurer, the Programme Coordinator, the Portfolio Manager (if any) or the Swap Counterparty (if any) shall be entitled to petition or take any other step for the winding-up, liquidation, bankruptcy or dissolution of, or the appointment of an administrator, examiner, bankruptcy receiver, receiver or other insolvency official to, or any similar procedure in respect of the Issuer, in relation to such sums or otherwise, nor shall any of them have any claim in respect of any such sums or on any other account whatsoever over or in respect of any assets of the Issuer which are attributable to or purport to be security for any other Series or any assets which are the Series Settlement Account Entitlement in respect of any other Series.”*

## **5 USE OF PROCEEDS**

The entire net proceeds from the issue of the Notes and any Further Notes, will be invested by the Issuer in the Securities on or as soon as practical following the date on which Notes or Further Notes are subscribed for.

The subscription price of Notes acquired after the initial Issue Date on 30 June 2025 shall be calculated based on the aggregate of (i) the Initial Subscription Price; and (ii) an amount calculated at a rate of ten percent (10%) per annum (non-compounding) from the Interest Commencement Date to the date of purchase. The amount in excess of the Initial Subscription Price is intended to reflect the entitlement to accrued interest of Notes which are acquired after the Issue Date and to avoid dilution of the existing investors. There is no assurance that this will be successful. To the extent that any interest payment is made in respect of the Notes or the Notes are redeemed in part following the Issue Date, the subscription price may be adjusted by the Issuer to a price which the Calculation Agent considers to reflect such interest payment or partial redemption and which would not dilute the value of the Notes of existing Noteholders. The Issuer may also adjust the subscription price where it considers this necessary to reflect any increase or decrease in the NAV of the Notes following the Issue Date provided that the Calculation Agent has confirmed to the Issuer that it is satisfied that the adjustment will not dilute the entitlements of existing Noteholders.

## 6 INFORMATION RELATING TO THE CHARGED ASSETS

### General

The Issuer intends to use the net proceeds of the issuance of the Notes to invest, on or as soon as practicable following the Issue Date, in the Series Assets, being:

- (a) Class B Stock (the “**Class B Stock**”) issued by CIX ESG Affordable Housing Fund II, Inc (the “**CIX Fund**”); and
- (b) a secured loan to be advanced by the Issuer to the CIX Fund (the “**Loan**”) which shall be evidenced by a secured promissory note to be executed by the CIX Fund in favor of the Issuer (the “**Portfolio Note**” and together with the Class B Stock, the “**Securities**”).

20% of the amount invested by the Issuer in the Securities shall be invested in the Class B Stock, while the balance shall be invested in the Loan. The Issuer may invest further amounts in the Securities from time to time from the net proceeds of the issuance of Further Notes.

As described in the Private Placement Memorandum of the CIX Fund (a copy of which is included as Appendix 1 to this Series Memorandum), the obligations of the CIX Fund under the Portfolio Note shall be secured by a pledge of 100% of the CIX Fund’s rights arising under (i) a deposit account and control agreement to be entered into by the CIX Fund, each Borrower Entity and Webster Bank, N.A.; and (ii) a security agreement to be entered into by the CIX Fund, each Borrower Entity and the relevant Borrower Entity Manager.

### The CIX Fund

The CIX Fund’s investment objective is to provide investors with a return on their investment by making debt investments into entities that directly or indirectly own rights related to the acquisition, rehabilitation and development of Properties in each case primarily financed or expected to be financed through LIHTC and tax-exempt bonds.

The CIX Fund intends to invest in such Properties by making secured loans to one or more Borrower Entities, which Borrower Entities, in turn, will through direct or indirect subsidiaries, own and manage, the Properties.

The CIX Fund will rely on the operating and management experience of each Borrower Entity’s sponsor to maintain, create or add value to the Properties and eventually sell the Properties to low-income housing tax credit investors. Each Borrower Entity will seek to target strong risk-adjusted returns by investing in rights for the acquisition, rehabilitation and development of affordable rental housing or contractual or other rights to acquire, rehabilitate or develop such properties in each case primarily financed or expected to be financed through LIHTC and tax-exempt bonds. CIX Capital GP, a Cayman Islands exempted company (“**CIX Capital GP**”), is the holder of all of the Class A Stock of the Company. The Issuer, as a holder of Class B Stock, shall have no right to vote on any matter to be voted on by the stockholders of the Company. As sole holder of the Class A Stock, CIX Capital GP will control the management and affairs of the CIX Fund.

The CIX Fund will be managed by a board of directors elected by CIX Capital GP, in its sole discretion.

CIX Capital International Ltda., a Brazilian limited liability company (“**CIX Capital**”), will act as the investment manager of the CIX Fund, pursuant to an Investment Management Agreement (the “**Fund Management Agreement**”) between the CIX Fund and CIX Capital. Pursuant to



the Fund Management Agreement, the investment management services to be provided by CIX Capital to the CIX Fund include financial advisory, investor relations, distributions, and negotiation and servicing of loans. CIX Capital has also been appointed by the Issuer to act as the Programme Structurer.

The CIX Fund will engage a third-party administrator to provide administrative services to the CIX Fund. The administrator of the CIX Fund will initially be CSC Group, with offices located at One Nexus Way, Camana Bay, Grand Cayman, Cayman Islands, KY1-9005.

### **Background of CIX Capital GP and CIX Capital Key Executives**

The key executives of CIX Capital GP and CIX Capital are Carlos Balthazar Nonato Summ, Eduardo Magalhães Fonseca, Marcelo Nelson Zogbi, Nelson Antonio Zogbi Jr. and Renato Zogbi. A summary of their background and experience is set forth below.

#### **CARLOS BALTHAZAR SUMM**

Carlos Balthazar Nonato Summ (known as Balthazar) is a recognized expert with over a decade of experience in the financial and real estate markets, specializing in investments in Brazil and the United States. As CEO of CIX Capital, Balthazar brings a robust foundation to his leadership role, having overseen the analysis of more than 1,000 investment opportunities across 34 cities, including São Paulo, Manaus, New York, and Miami. Under his guidance, the firm manages a portfolio exceeding R\$ 3.3 billion and has structured transactions totaling over R\$ 7.3 billion.

Academically, Balthazar holds a degree in International Relations with a focus on Economics from PUC-SP, a specialization in Real Estate Investments from Insper, a postgraduate qualification in Financial Markets from Saint Paul, and is a certified Board Member by the IBGC.

#### **EDUARDO MAGALHÃES**

Eduardo Magalhães Fonseca is a seasoned professional with extensive experience in financial and capital markets. He currently serves as an Independent Board Member and CEO of Grupo MAIZ. His career includes strategic roles such as CFO and Investor Relations Officer at Banco Pine S/A and Director of Real Estate Structuring at Mauá Capital (now JiveMauá).

Eduardo holds a degree in Industrial Engineering from FEI, a specialization in Business Administration from Fundação Getúlio Vargas (FGV), and a Master's degree in Finance from Birkbeck, University of London. His combination of academic credentials and hands-on experience positions him as a versatile professional across various industries.

#### **MARCELO ZOGBI**

Marcelo Nelson Zogbi is an accomplished executive with a diversified career and extensive experience in business management. He is a Board Member of Grupo MAIZ, contributing his expertise in the retail sector, where he previously served as Director of Zogbi Retail Stores.

Marcelo holds a degree in Business Administration from Fundação Getúlio Vargas (FGV) and has furthered his education with specializations in Marketing and Finance from the same institution.

#### **NELSON ZOGBI**

Nelson Antonio Zogbi Jr. is a respected veteran in the field of real estate with over forty (40)

years of experience in real estate and a distinguished career in the pulp and paper industry. His accomplishments include serving as Director of Ripasa Papel & Celulose, where he played a pivotal role in the company's expansion and strengthening by implementing strategies that drove sustainable growth and innovation.

Currently, Nelson serves as President of the Board for Grupo MAIZ, a prominent conglomerate of companies owned by the Zogbi family. He holds a degree in Civil Engineering from the Polytechnic School of the University of São Paulo (USP) and a specialization in Finance from Fundação Getúlio Vargas (FGV).

## **RENATO ZOGBI**

Renato Zogbi is a seasoned executive with extensive experience in credit management. As a former Partner and Director of Banco Zogbi, he played a crucial role in credit allocation, particularly in the automotive segment, where the bank established itself as a leading financier in the sector.

Renato holds a degree in Mechanical Engineering from Mackenzie University and a specialization in Business Administration from Fundação Getúlio Vargas (FGV), combining a strong technical background with strategic business acumen

## **Further Information**

For a detailed description of the CIX Fund and the Securities see the Private Placement Memorandum which is included as Appendix 1 to this Series Memorandum.

## **7 DESCRIPTION OF THE FEES AND EXPENSES**

The following is a description of the arrangements which will apply in respect of the fees and expenses which are payable by the Issuer in respect of the Notes and the manner in which they will be discharged.

### **Fees Payable by the Issuer**

To the extent not discharged by any person on its behalf, the Issuer will be required to pay the following fees and expenses in connection with the Notes:

- (1) the Ordinary Expenses;
- (2) the Extraordinary Expenses; and
- (3) the Acquisition and Realisation Costs.

*The terms "Ordinary Expenses, Extraordinary Expenses and Acquisition and Realisation Costs are defined in Special Condition 1 (Definitions).*

### **Discharge of Fees by the Issuer**

The Facilitation Fee which is payable to the Issuer by the CIX Fund (as described below) shall be utilised by the Issuer to discharge to pay the Ordinary Expenses of the Series. Furthermore, the CIX Fund has agreed to fund the payment of the Extraordinary Expenses of the Issuer. The Acquisition and Realisation Costs will be discharged from the proceeds of the Notes and the Charged Assts and could reduce the Net Asset Value of the Portfolio.

If the CIX Fund fails to pay the Facilitation Fee or amounts in respect of the Extraordinary Expenses, the Programme Structurer has agreed to pay such amounts to the Issuer. If the relevant amounts are not received by the Issuer from the CIX Fund or the Programme Structurer, such amounts will be funded from proceeds of the Charged Assets.

A portion of the Charged Assets may be redeemed or realised in accordance with Special Condition 14 (*Realisation of Charged Assets*) and the proceeds applied towards the discharge of the fees and expenses of the Issuer. This may result in a decrease of Net Asset Value of the Portfolio and lead to a reduction in the Redemption Amounts and / or Interest Amounts (if any) paid to Noteholders.

### **Ordinary Expenses**

The Ordinary Expenses which are payable by the Issuer are the:

- (1) fees and expenses payable to the Trustee in accordance with the terms of the Series Trust Deed;
- (2) fees and expenses payable to the Agents in accordance with the Series Agency Agreement;
- (3) fees and expenses payable to the Programme Coordinator in accordance with the Series Coordination Agreement;
- (4) any other fees, costs and expenses payable by the Issuer which are directly attributable to the Notes, including but not limited to:

- (aa) costs incurred in connection with the issuance, listing and clearing of the Notes and / or the performance of obligations in relation thereto;
  - (bb) any commissions, fees, costs and expenses payable by the Issuer pursuant to the Series Constituting Instrument and the Series Documents as defined therein;
  - (cc) any fees, costs and expenses of the corporate services provider of the Issuer payable in respect of the Notes;
  - (dd) any fees incurred in connection with the appointment of process agents required to be appointed pursuant to the Transaction Documents;
  - (ee) any legal fees and disbursements payable by the Issuer, the Programme Coordinator or the Trustee to the legal advisers to the Issuer, the Programme Coordinator or the Trustee in respect of the issuance of the Notes;
  - (ff) the Subscription Fees (as defined hereinafter); and.
  - (gg) any other fees, costs or expenses as designated by the Programme Coordinator.
- (5) a portion, as determined by the Calculation Agent (based on an equal allocation among each Series of Notes or such other method of allocation as the Calculation Agent considers to be fair and reasonable), of any fees, costs and expenses incurred by the Issuer in respect of the Programme or the general maintenance or operation of the Issuer which are not directly attributable to any Series of Notes; and
- (6) a total of EUR 1,000 per annum which shall be retained by the Issuer in respect of all Series in issuance,

but in each case not including Extraordinary Expenses and Acquisition and Realisation Costs.

#### Subscription Fees payable to Distributors

The Issuer may charge investors certain subscription fees (each, a “**Subscription Fee**”) in cases where third-party distributors or similar entities (each, a “**Distributor**”) charge such fees to the Issuer in connection with the offering of Notes. The existence, amount, and terms of any Subscription Fee shall be confirmed in writing in advance by the Programme Structurer to the Back Office Agent.

Each Subscription Fee:

1. Shall be added to the Subscription Price of the Notes at the Issuer level only and only to those investors who subscribe through the relevant Distributor;
2. Shall be borne solely by the subscribing investor incurring such Subscription Fee and shall not reduce the nominal subscription amount or affect the interests of any other Noteholders; and
3. Shall be deducted from the gross subscription proceeds by the Issuer and transferred to CIX Capital GP for the sole purpose of payment to the applicable Distributor; and

4. Shall not constitute an expense of the Fund.

Upon receipt of the gross subscription proceeds (inclusive of any Subscription Fees), the Issuer will deduct the applicable Subscription Fee and allocate the net investment amount to the Fund, and the Subscription Fee will be transferred by the Issuer to CIX Capital GP for the sole purpose of payment to the applicable Distributors, in accordance with the arrangements and allocations set forth in this Series Memorandum, as approved by the Programme Structurer.

#### Programme Coordinator Fee

The Ordinary Expenses include a fee which is payable to the Programme Coordinator (the “**Programme Coordinator Fee**”) under the terms of the Series Coordination Agreement.

The Programme Coordinator Fee shall be calculated by the Calculation Agent and shall be an amount per annum equal to: (i) the Base Amount; less (ii) the Deductible Expenses.

#### *Base Amount*

Subject to the Minimum Series Base Amount and Minimum Programme Base Amount as detailed below, the base amount in respect of each Series shall be its portion of the Total Programme Base Amount which shall be allocated on a *pro rata basis* among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series (the “**Base Amount**”). The “**Total Programme Base Amount**” shall be calculated as an amount equal to (i) 0.25% up to USD 50,000,000, (ii) 0.20% from USD 50,000,000 up to USD 100,000,000 and (iii) 0.15% from USD 100,000,000 onwards, of the aggregate of the Net Asset Values of the Portfolios of each outstanding Series issued under the Programme.

#### *Minimum Series Base Amount Level*

The Base Amount for the purposes of calculating the Programme Coordinator Fee shall be subject to a minimum amount of €24,000 per annum, allocated quarterly in equal instalments (“**Minimum Series Base Amount**”).

#### *Minimum Programme Base Amount Level*

At all times prior to the Programme being terminated, the aggregate of the Base Amounts for the purpose of calculating the Programme Coordinator Fee in respect of all Series issued under the Programme shall be subject to a minimum amount of €100,000 per annum, allocated quarterly in equal instalments (the “**Minimum Programme Base Amount**”).

To the extent that the aggregate Programme Coordinator Fee which is payable in respect of all Series is increased as a consequence of the use of the Minimum Programme Base Amount, a portion, as determined by the Calculation Agent (based on a pro rata allocation among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series), of such increase shall be allocated to each Series so that each Series shall be responsible for paying a portion of the Minimum Programme Base Amount.

#### *Deductible Expenses*

For the purposes of calculating the Programme Coordinator Fee, all Ordinary Expenses, other than the Programme Coordinator Fee, shall be “**Deductible Expenses**”.

#### *Accrual of Programme Coordinator Fee*

The Programme Coordinator Fee shall accrue daily (based on the Net Asset Value as at the latest NAV Report Date) and shall be payable quarterly in arrears on the last Business Day of each quarter that the Notes remain outstanding and on the date of the final redemption of the Notes.

#### *Alternative Calculation of Programme Coordinator Fee*

To the extent that on any date on which the Programme Coordinator Fee is to be calculated, it is not possible (as determined by the Calculation Agent in its discretion) to calculate the Net Asset Value of the Portfolio of any Series due to a failure of the Issuer to receive any valuations of the Charged Assets which are to be delivered to it, the Programme Coordinator Fee shall instead be calculated by reference to the aggregate outstanding principal amount of the outstanding Notes of that Series.

#### **Extraordinary Expenses**

The Extraordinary Expenses are any fees and expenses incurred by the Issuer which are determined by the Calculation Agent to be outside the normal and ordinary course of business for the Series.

#### **Acquisition and Realisation Costs**

The Acquisition and Realisation Costs are the costs incurred by the Issuer in respect of the acquisition and realisation of the Charged Assets.

#### **Fees Payable to the Issuer**

##### Facilitation Fee

In consideration of the investments to be made by the Issuer in the CIX Fund, the CIX Fund has agreed to pay the Issuer a facilitation fee (the “**Facilitation Fee**”).

Subject to the Minimum Series Facilitation Fee and the Minimum Programme Fee, the Facilitation Fee shall be a portion of the Total Programme Facilitation Fee which shall be allocated on a *pro rata basis* among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series. The “**Total Programme Facilitation Fee**” shall be calculated as an annual fee in an amount equal to (i) 0.25% up to USD 50,000,000, (ii) 0.20% from USD 50,000,000 up to USD 100,000,000 and (iii) 0.15% from USD 100,000,000 onwards, of the aggregate of the Net Asset Values of the Portfolios of each outstanding Series issued under the Programme. The Facilitation Fee shall accrue daily (based on the Net Asset Value as at the latest NAV Report Date) and shall be payable quarterly in arrears on the last Business Day of each quarter that the Notes remain outstanding and on the date of the final redemption of the Securities.

The Facilitation Fee payable by the CIX Fund shall be subject to a minimum amount of EUR 24,000 per annum, payable quarterly in equal instalments (“**Minimum Series Facilitation Fee**”). For each other Series of Notes issued by the Issuer under the Programme, the Issuer shall be entitled to receive a fee which is calculated on the same basis as the Facilitation Fee (each such fee, an “**Equivalent Fee**”). At all times prior to the Programme being terminated, the aggregate of the Facilitation Fee and each Equivalent Fee in respect of other Series issued under the Programme shall be subject to a minimum amount of EUR 100,000 per annum, payable quarterly in equal instalments (the “**Minimum Programme Fee**”). To the extent that for any quarter, the aggregate of the Facilitation Fee and each Equivalent Fee in respect of other Series issued under the Programme would otherwise be less than the Minimum Programme Fee, the Facilitation Fee shall be increased (such increased fee, the “**Increased**

**Facilitation Fee**") by a portion of the shortfall, calculated based on a pro rata allocation of the shortfall among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series.

To the extent that on any date on which the Facilitation Fee is to be calculated, it is not possible (as determined by the Calculation Agent in its discretion) to calculate the Net Asset Value of the Portfolio of any Series due to a failure of the Issuer to receive any valuations of the Charged Assets which are to be delivered to it, the Facilitation Fee shall instead be calculated by reference to the aggregate outstanding principal amount of the outstanding Notes of that Series.

If the CIX Fund fails to pay the Facilitation Fee, the Programme Structurer has agreed to pay such amounts to the Issuer.

#### Extraordinary Expenses

The CIX Fund has further agreed to fund the payment of the Extraordinary Expenses which are payable by the Issuer from time to time.

If the CIX Fund fails to pay amounts in respect of the Extraordinary Expenses, the Programme Structurer has agreed to pay such amounts to the Issuer.

#### **Fees payable by the CIX Fund**

Investors in the Notes should take note of the fees payable, directly or indirectly, by the CIX Fund. Details of the fees payable by the CIX Fund are set out in the Private Placement Memorandum and in particular in the "*Summary of Principal Terms*" section of the Private Placement Memorandum, investors should review the disclosures entitled "*Sales of Securities through Distributors; Distribution Fees*", "*Fees Payable to Administrator, and CIX Capital and Affiliates*", "*Platform Fee*" and "*Fund Expenses*". Fees payable by the CIX Fund could result in a reduction in the value of the Securities which would result in a corresponding reduction in Net Asset Value of the Portfolio.

In addition, as noted above the CIX Fund has agreed to pay a Facilitation Fee to the Issuer which will be used by the Issuer to discharge its Ordinary Expenses. The CIX Fund has also agreed to fund the payment of any Extraordinary Expenses which are payable by the Issuer. The payment of such amounts by the CIX Fund could reduce the value of the Securities which will be reflected by a corresponding reduction in the value of the Notes and a reduction in the amount receivable by Noteholders upon the redemption of the Notes.

## 8 DESCRIPTION OF THE SECURITY ARRANGEMENTS AND LIMITED RECOURSE AND NON-PETITION PROVISIONS

### Introduction

The Notes will be secured, limited recourse obligations of the Issuer. The purpose of this section is to provide further information in respect of these important features of the Notes, which are included in the Conditions. However, the following description is a summary only of certain aspects of the security arrangements and is subject in all respects to the terms of the Series Trust Deed, the Series Charging Instrument, the Programme Accounts Security Agreement and the Conditions of the Notes, of which Noteholders are deemed to have notice and by which they are bound.

The Issuer will grant the security described below to the Trustee as continuing security for the payment of the Secured Obligations (being all payment and other obligations of the Issuer under the Notes and the Series Documents). The Trustee shall hold such Security on behalf of itself and the other Secured Parties (which includes the Noteholders).

### Security arrangements

The Notes will be secured by security granted over the Mortgaged Property (including the Series Assets and the Related Rights obtained with the entire net proceeds of the issue of the Notes) pursuant to the Series Trust Deed, the Series Charging Instrument and the Programme Accounts Security Agreement, each of which is described below (the “**Security**”).

### Series Trust Deed

Under the Series Trust Deed, as amended by the terms of the Series Constituting Instrument, the Issuer, in favour of the Trustee for itself and as trustee for the Secured Parties, and as continuing Security, will:

- (A) charge by way of first fixed charge all of its present and future right, title, benefit and interest in all of the present and future Charged Assets and all property, assets and sums derived therefrom;
- (B) assign absolutely by way of security all of its present and future right, title, benefit and interest in, attaching or relating to the present and future Charged Assets and all property, sums and assets derived therefrom, including, without limitation, any right to delivery thereof or to an equivalent number or principal value thereof which arises in connection with any such assets being held in a clearing system through a financial intermediary;
- (C) charge by way of first fixed charge all of its present and future right, title, benefit and interest in all present and future sums, cash amounts and Charged Assets held by, or for, the Principal Paying Agent to meet payments due in respect of any Secured Obligation for the Notes;
- (D) assign absolutely by way of security all of its present and future right, title, benefit and interest in the Series Documents and in all property, assets and sums derived from such Series Documents;
- (E) assign absolutely by way of security all of its present and future right, title, benefit and interest in the Charged Programme Accounts Agreements and in all property, assets and sums derived from such agreements to the extent that they relate to the Notes (and no other Series);



- (F) assign absolutely by way of security all of its present and future right, title, benefit and interest in, attaching or relating to the present and future Underlying Series Asset Documents and in all property, assets and sums derived from such agreements;
- (G) assign absolutely by way of security its present and future right, title, benefit and interest in, attaching or relating to any other present and future agreement entered into between the Issuer and/or the Programme Coordinator and/or the Programme Structurer and/or the Charged Assets Realisation Agent and/or the Charged Assets Liquidation Agent and/or the Calculation Agent and in all property, assets and sums derived from such agreements for the Notes; and
- (H) assign absolutely by way of security all of its present and future right, title, benefit and interest in, to and under the Distribution Agreement and all sums derived therefrom.

As continuing security for the due payment, performance and discharge of the Secured Obligations the Issuer as legal and beneficial owner will charge by way of floating charge in favour of the Trustee for itself and on trust for the Secured Parties all of the Mortgaged Property which is not effectually charged or assigned as described above.

### **Series Charging Instrument**

Pursuant to the Series Charging Instrument, the Issuer will grant in favour of the Trustee, as security for itself, and the Secured Parties, a security interest governed under the laws of the State of Delaware over the Issuer's interest in the Securities.

Prospective investors should be aware that upon an enforcement of the security created by the Series Charging Instrument over the Securities, there may be restrictions on the transferability of the Securities including with respect to the persons or entities who are eligible to acquire the Securities. Additionally, any such transfer would require the consent of the CIX Fund and potentially the holder of the Class A Stock. Such restrictions may limit the ability of the Trustee to realise the Securities by way of a sale upon an enforcement of the Series Charging Instrument which could result in a delay in the proceeds of the Securities being distributed to Noteholders following the enforcement of the Series Charging Instrument.

### **Programme Accounts Security Agreement**

Pursuant to the Programme Accounts Security Agreement, the Issuer has granted security over the Programme Operating Accounts Bank Agreement, Programme Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee, as security for itself and the Secured Parties in respect of the Issuer's obligations to the Trustee (whether for its own account or as trustee for the Secured Parties) in respect of all Series under the Programme. Pursuant to a deed of confirmation, the Issuer will confirm to the Trustee that the Programme Accounts Security Agreement charges the Programme Operating Accounts Bank Agreement, Programme Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee in respect of the Issuer's obligations under Series 551.

### **Enforcement**

The Security will become enforceable if the Notes are accelerated so as to become immediately due and repayable following the occurrence of an Event of Default.

In such circumstances (subject as described below) the Trustee at its discretion may, and if

so directed by the relevant parties shall, upon being indemnified, secured and / or prefunded to its satisfaction, realise the Charged Assets. In realising the Charged Assets the Trustee may, but shall not be obliged to, procure the sale of the Charged Assets or may request the redemption of the Charged Assets if the Charged Assets allow for such request.

The Conditions provide that following an Event of Default the Trustee shall not take any steps to enforce the Security for a period of 30 calendar days. During this period the Programme Structurer (subject to it having consulted with and received the prior consent of the Issuer) may direct that either: (a) the obligations of the Issuer shall be satisfied by a Delivery in Kind of the Net Charged Assets or (b) the process for the realisation of the Charged Assets by the Charged Assets Realisation Agent shall be followed. Investors should be aware that a potential consequence of either scenario (as described more fully above) is that the Notes may be redeemed at zero where it is not possible to effect a delivery or a realisation of the Charged Assets as the case may be.

### **Priority of Claims and Limited Recourse and Non Petition provisions**

Upon an enforcement of the Security, the net sums realised could be insufficient to pay all the amounts due to the Noteholders under the Notes and the amounts due to the other Secured Parties. The Trustee, the Agents, the Back Office Agent, the Programme Structurer, the Programme Coordinator and the Noteholders (in each case to the extent that their claims are secured) shall have recourse only to the Mortgaged Property and any Series Settlement Account Entitlement. If, the Trustee having realised the Mortgaged Property, the proceeds thereof together with any Series Settlement Account Entitlement are insufficient for the Issuer to make all payments then due to all such parties, the obligations of the Issuer will be limited to such proceeds of realisation of the Mortgaged Property and the Series Settlement Account Entitlement and no other assets of the Issuer will be available to meet such shortfall. Amounts owing to the Trustee (including any costs of a receiver or similar official), the Back Office Agent, Programme Structurer, the Programme Coordinator and the Agents and the other expenses of the Issuer in respect of the Notes shall rank prior to the Noteholders in the application of all moneys received in connection with the realisation or enforcement of the Security. The Trustee, the Agents, the Back Office Agent, the Programme Structurer, the Programme Coordinator, the Noteholders or anyone acting on behalf of any of them shall not be entitled to take any further steps against the Issuer to recover any further sum and no debt shall be owed to any such persons by the Issuer. In particular, none of the Trustee, the Back Office Agent, the Programme Structurer, the Programme Coordinator and the Agents or any holder of the Notes may petition or take any other step for the winding-up, liquidation or examinership of the Issuer, and none of them shall have any claim in respect of any sum arising in respect of the Charged Assets for any other Series.

## 9 INFORMATION RELATING TO THE PROGRAMME STRUCTURER

CIX Capital International Ltda. (“**CIX Capital**”) is the Programme Structurer in respect of the Notes. CIX Capital was formerly known as “*CIX Capital Soluções Financeiras Imobiliárias Ltda.*”

CIX Capital is a limited liability company organized under the laws of Brazil. Its business activities consist of structuring investments and works with companies and businesses in the real estate segment to organize customized capital and credit solutions.

As Programme Structurer, CIX Capital is responsible for the structuring of the Notes and assisting the Issuer with other administrative matters in accordance with the terms of the Series Structuring Agreement and the Conditions of the Notes. Under the terms of the Series Structuring Agreement, the Programme Structurer may also procure investors for the Notes.

The Issuer and the Programme Structurer have agreed that each of the matters which are the subject of the services and duties to be provided by the Programme Structurer shall remain subject to the control and supervision of the Issuer. In this regard, notwithstanding anything to the contrary in the Transaction Documents or the Conditions of the Notes, prior to exercising any authority granted to it under the terms of the Transaction Documents or the Conditions of the Notes to give any direction, to make any determination or to exercise any other discretion, which direction, determination or exercise of such discretion would require the Issuer to take any action, the Programme Structurer shall consult with the Issuer and shall not exercise such authority without the prior consent of the Issuer. When consulting with the Issuer, the Programme Structurer shall make recommendations to the Issuer but any decision of whether to grant its consent shall be made by the Issuer in its absolute discretion. Any purported exercise by the Programme Structurer of any authority without first procuring the prior consent of the Issuer in circumstances where such prior consent is required shall be void and of no effect. Nothing however shall require the Programme Structurer to receive the consent of the Issuer to resign or terminate its appointment in accordance with the terms of the Transaction Documents.

The Issuer may, in the event that the Programme Structurer shall be in material breach of its obligations under the Series Structuring Agreement and such breach continues for a period of thirty (30) days following the giving of notice by the Issuer to the Programme Structurer of the occurrence of the material breach, terminate the appointment of the Programme Structurer, subject to the Issuer giving not less than thirty (30) calendar days' prior written notice subject to and in accordance with the terms of the Series Structuring Agreement. In such case the Issuer would appoint a successor in accordance with the terms of the Series Structuring Agreement.

The holder of the Notes will have claims against the Issuer only and shall not have any rights directly against the Programme Structurer.

## **10 INFORMATION RELATING TO THE PROGRAMME COORDINATOR**

FlexFunds Ltd, an exempted company incorporated in the Cayman Islands with limited liability, is the Programme Coordinator in respect of the Notes.

As Programme Coordinator, FlexFunds Ltd is responsible for certain management and administrative functions in relation to the Charged Assets and the Notes pursuant to the terms of the Series Coordination Agreement.

The Issuer and the Programme Coordinator have agreed that each of the matters which are the subject of the services and duties to be provided by the Programme Coordinator shall remain subject to the control and supervision of the Issuer. In this regard, notwithstanding anything to the contrary in the Transaction Documents or the Conditions of the Notes, prior to exercising any authority granted to it under the terms of the Transaction Documents or the Conditions of the Notes to give any direction, to make any determination or to exercise any other discretion, which direction, determination or exercise of such discretion would require the Issuer to take any action, the Programme Coordinator shall consult with the Issuer and shall not exercise such authority without the prior consent of the Issuer. When consulting with the Issuer, the Programme Coordinator shall make recommendations to the Issuer but any decision of whether to grant its consent shall be made by the Issuer in its absolute discretion. Any purported exercise by the Programme Coordinator of any authority without first procuring the prior consent of the Issuer in circumstances where such prior consent is required shall be void and of no effect. Nothing however shall require the Programme Coordinator to receive the consent of the Issuer to resign or terminate its appointment in accordance with the terms of the Transaction Documents.

The Issuer may, in the event that the Programme Coordinator shall be in material breach of its obligations under the Series Coordination Agreement and such breach continues for a period of thirty (30) calendar days following the giving of notice by the Issuer to the Programme Coordinator of the occurrence of the material breach, terminate the appointment of the Programme Coordinator, subject to the Issuer giving not less than thirty (30) calendar days' prior written notice subject to and in accordance with the terms of the Series Coordination Agreement. The Programme Coordinator may at any time resign subject to giving sixty (60) calendar days' prior written notice to the Issuer. In such case the Issuer would appoint a successor in accordance with the terms of the Series Coordination Agreement.

The holder of the Notes will have claims against the Issuer only and shall not have any rights directly against the Programme Coordinator.

### **Programme Coordinator Fee**

The fees payable to FlexFunds Ltd as the Programme Coordinator are described in Section 7 (*Description of the Fees and Expenses*) of this Series Memorandum.

## **11 INFORMATION RELATING TO THE CALCULATION AGENT**

FlexFunds ETP LLC, a Miami based investment services company, is the Calculation Agent in respect of the Notes.

As Calculation Agent, FlexFunds ETP LLC is responsible for performing certain calculations in relation to the Notes in accordance with the terms of the Series Agency Agreement and the Conditions of the Notes.

The Issuer may at any time terminate the appointment of the Calculation Agent, subject to giving thirty (30) days' prior written notice subject to and in accordance with the terms of the Series Agency Agreement. The Calculation Agent may at any time resign subject to giving sixty (60) days' prior written notice to the Issuer. In such case the Issuer would appoint a successor in accordance with the terms of the Series Agency Agreement.

The holder of the Notes will have claims against the Issuer only and shall not have any rights directly against the Calculation Agent.

## 12 INFORMATION RELATING TO THE BACK OFFICE AGENT AND CHARGED ASSETS REALISATION AGENT

GWM LTD has been appointed as Back Office Agent pursuant to the terms of the Series Back Office Agency Agreement and as Charged Assets Realisation Agent pursuant to the terms of the Series Agency Agreement.

GWM LTD was incorporated in Bermuda in December 2014 and is licensed to conduct investment business by the Bermuda Monetary Authority. The Bermuda Monetary Authority granted approval to GWM LTD for a license under section 16 of the Investment Business Act 2003.

### ***Back Office Agent***

GWM LTD as Back Office Agent has an administrative role and its main function is to coordinate subscription and redemption trades between the Issuer and purchasers of the Notes.

GWM LTD will not be able to confirm any subscription or redemption trades on behalf of the Issuer if the Calculation Agent cannot provide a Net Asset Value. In addition, GWM LTD as Back Office Agent will not be permitted to confirm any trades on behalf of the Issuer without the Issuer's approval.

GWM LTD as Back Office Agent has no control over the Net Asset Value calculations and does not verify the Net Asset Value calculations received from the Calculation Agent.

GWM LTD as Back Office Agent has the right to refuse to process orders for any counterparty at its own discretion.

GWM LTD as Back Office Agent will limit its interaction to regulated financial institutions. GWM LTD cannot interact with retail clients.

As Back Office Agent, GWM LTD has agreed to comply with all duties and responsibilities set out in the Conditions of the Notes, and to strictly adhere to the Selling Restrictions.

GWM LTD, as Back Office Agent is not, under any circumstances whatsoever, obliged to make a market for the Notes or to provide liquidity in the secondary market with respect to the Notes.

### ***Charged Assets Realisation Agent***

As Charged Assets Realisation Agent, GWM LTD is responsible to the Issuer for taking steps in order to realise the Charged Assets as required for the purposes of the Notes. The Charged Assets Realisation Agent acts pursuant to the terms of the Series Agency Agreement and in accordance with the Conditions of the Notes. The Charged Assets Realisation Agent shall, on behalf of and on the instructions of the Issuer, sell or procure the sale or other means of realisation of the Charged Assets and shall be entitled to deduct any costs, expenses, taxes and duties incurred in connection with any disposal, realisation or transfer of such Charged Assets. The Charged Assets Realisation Agent may, at its discretion, enter into agreements with third parties (each such third party a "**Charged Assets Liquidation Agent**") for the purpose of liquidation, realisation, disposal or transfer of Charged Assets, and shall be entitled to deduct any costs, expenses, taxes, duties and / or interest due and incurred in connection with such liquidation, realisation, disposal or transfer by the Charged Assets Liquidation Agent from any Redemption Amount as further described in the Conditions.

The Charged Assets Realisation Agent (or, if applicable, the Charged Assets Liquidation

Agent) may sell or procure the sale or other means of realisation of the Charged Assets in such manner and to and / or involving such person as it thinks fit and shall be entitled to sell and procure the sale or other means of realisation of the Charged Assets at such price as it determines in its sole discretion. The Charged Assets Realisation Agent (including, if applicable, the Charged Assets Liquidation Agent) shall not be responsible or liable for any failure to sell or realise the Charged Assets or any delay in doing so nor for any loss suffered or incurred by any person as a result of their sale or other means of realisation including any loss attributable to the price or value for which the Charged Assets were sold or realised.

### **General**

The Issuer may at any time terminate the appointment of the Back Office Agent or the Charged Assets Realisation Agent, subject to giving 30 days' prior written notice subject to and in accordance with the terms of the Series Back Office Agency Agreement or the Series Agency Agreement, as the case may be. The Back Office Agent and the Charged Assets Realisation Agent may at any time resign subject to giving 60 day's prior written notice to the Issuer. In such case the Issuer would appoint a successor in accordance with the terms of the Series Back Office Agency Agreement or Series Agency Agreement, as the case may be.

GWM LTD has not independently verified the information contained in this Series Memorandum. Accordingly, no representation, warranty or undertaking is made, whether express or implied, and no responsibility or liability is accepted by GWM LTD as to the accuracy, completeness or nature of the information contained in this Series Memorandum, the Programme Memorandum, the Private Placement Memorandum any other document in relation to the Programme, or with respect to the legality of investment in the Notes by any prospective investor or purchaser under applicable laws or regulations.

GWM LTD shall not, under any circumstances, be responsible for, or obliged to monitor or verify or investigate the performance or operation of any party appointed in relation to the Programme.

GWM LTD shall not, under any circumstances, be responsible for, or obliged to monitor or verify the performance or operation of the Issuer. Furthermore, GWM LTD shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any Noteholder or any other party to the Programme or any person for any loss incurred by such person that arises out of or in connection with the performance by GWM LTD, as Back Office Agent or Charged Assets Realisation Agent, provided that nothing shall relieve GWM LTD, as Back Office Agent or Charged Assets Realisation Agent from any loss arising by reason of acts or omissions constituting gross negligence, wilful default or fraud of the Back Office Agent or Charged Assets Realisation Agent.

GWM LTD does not provide any investment or tax advice in respect of the Programme or the Notes.

GWM LTD's role with respect to the Programme is limited to its functions as Back Office Agent and Charged Assets Realisation Agent.

The holder of the Notes will have claims against the Issuer only and shall not have any rights directly against the Back Office Agent or the Charged Assets Realisation Agent.

## 13 INFORMATION RELATING TO THE ISSUER

### General

The Issuer, CIX Capital International DAC, was incorporated in Ireland as a designated activity company on 22 January 2020, with registration number 664826 under the Companies Acts 2014 as amended.

The registered office of the Issuer is at 116 Mount Prospect, Avenue, Dublin 3, Ireland, D03 TC62. The e-mail address of the Issuer is [contact@veritacorporate.com](mailto:contact@veritacorporate.com). The authorised share capital of the Issuer is EUR 1,000 divided into 1,000 Ordinary Shares of EUR 1 (the “**Shares**”). The Issuer has issued 1 Share, which is fully paid. The issued Share is held by Boru Corporate Trustees Limited (the “**Share Trustee**”). The Share Trustee owns the issued Share under the terms of a declaration of trust dated 15 November 2022, under which the Share Trustee holds the issued Share of the Issuer on trust for charitable purposes.

### Business

The principal objects of the Issuer are, amongst other things, to:

1. carry out the business of a securitisation company including all activities ancillary thereto;
2. invest and deal with the property of the Issuer in such manner as may from time to time be determined by the Issuer’s board of directors and to dispose of or vary such investments and dealings;
3. lend and advance money or other property or give credit or financial accommodation to any company or person in any manner either with or without security and whether with or without the payment of interest and upon such terms and conditions as the Issuer’s board of directors shall think fit or expedient; and
4. borrow or raise money or capital in any manner and on such terms and subject to such conditions and for such purposes as the Issuer’s board of directors shall think fit or expedient, whether alone or jointly and/or severally with any other person or company, including, without prejudice to the generality of the foregoing, whether by the issue of debentures or debenture stock (perpetual or otherwise) or otherwise, and to secure, with or without consideration, the payment or repayment of any money borrowed, raised or owing or any debt, obligation or liability of the Issuer or of any other person or company whatsoever in such manner and on such terms and conditions as the Issuer’s board of directors shall think fit or expedient and in particular by mortgage, charge, lien, pledge or debenture or any other security of whatsoever nature or howsoever described, perpetual or otherwise, charged upon all or any of the Issuer’s property, both present and future, and to purchase, redeem or pay off any such securities and also to accept capital contributions from any person or company in any manner and on such terms and conditions and for such purposes as the Issuer’s board of directors shall think fit or expedient.

The Issuer is a special purpose vehicle.

So long as any of the Notes remain outstanding, the Issuer will be subject to the restrictions set out in the Conditions, each Series Constituting Instrument and each other Series Document.

The Issuer has, and will have, no assets other than the sum of EUR 1 representing the issued



and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of Notes or the purchase, sale or incurring of other obligations and any Mortgaged Property, any other assets on which the Notes are secured and any Series Settlement Account Entitlement. Save in respect of the fees generated in connection with each issue of Notes, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the Issuer's issued and paid-up share capital, the Issuer will not accumulate any surpluses.

The Notes are obligations of the Issuer alone and not of, or guaranteed in any way by, the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by, the Programme Coordinator, the Programme Structurer, the Back Office Agent or any Agent or any other person.

The Issuer is not, and will not be, regulated by the Central Bank of Ireland (the “**Central Bank**”) by virtue of the issue of the Notes but is required to make certain periodic filings to the Central Bank. Any investment in the Notes does not have the status of a bank deposit and is not subject to the deposit protection scheme operated by the Central Bank.

The Issuer has not underwritten and will not underwrite the issue of, place, offer, or otherwise act in respect of the Notes, otherwise than in conformity with the provisions of all laws applicable in the jurisdiction in which the Notes are offered.

### **Directors and Company Secretary of the Issuer**

The Directors of the Issuer as at the date hereof are as follows:

Neil Fleming  
Date of Birth: 06 December 1967  
Nationality: Irish

John Dunphy  
Date of Birth: 26 February 1951  
Nationality: Irish

The company secretary is Verita Corporate Services Limited.

### **Corporate Services Provider of the Issuer**

Verita Corporate Services Limited is the administrator of the Issuer (the “**Corporate Services Provider**”). Its duties include the provision of certain administrative, accounting and related services. The agreement between the Issuer and the Corporate Services Provider can be terminated by either party by giving three months’ prior written notice. The agreement may also be terminated with immediate effect by the Issuer in the event of the Corporate Services Provider’s serious misconduct that cannot be remedied. The Corporate Services Provider may terminate the agreement or suspend the provision of its services with immediate effect if an event arises that, were the agreement to continue, might unreasonably burden or affect any of the parties, such as reputation damage, not receiving clear and timely instructions from the Issuer, non-compliance with any applicable laws or regulations by the Issuer, the Issuer unreasonably refusing to settle Corporate Services Provider’s invoice or insolvency or a continued impairment of the moral, legal or financial integrity of the Issuer.

The business address of the Corporate Services Provider is 116 Mount Prospect, Avenue, Dublin 3, Ireland, D03 TC62.

**Auditors of the Issuer**

Auditors of the Issuer, being accountants qualified to practice in Ireland and internationally recognised such as KPMG, E&Y, PwC, Deloitte, BDO, Baker Tilly or Grant Thornton shall be appointed by the Issuer. The Issuer shall have the discretion to replace the auditor at any time.

**Financial statements**

The Issuer's financial year-end is December 31st. The financial statements of the Issuer are filed with the Irish Companies Registration Office.

**Authorisation**

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed prior to the Issue Date.

**Litigation**

The Issuer is a recently established special purpose company and has been established for the sole purpose of issuing multiple Series of secured Notes under the Programme. There are no legal, governmental or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a significant effect on the Issuer's financial position.

## 14 INFORMATION RELATING TO THE TRUSTEE

Apex Corporate Trustees (UK) Limited of 4<sup>th</sup> Floor, 140 Aldersgate Street, London EC1A 4HY, has been appointed to act as Trustee pursuant to the terms of the Series Trust Deed.

The Trustee will hold the benefit of the Security on behalf of Noteholders and the other Secured Parties.

The Trustee shall not be responsible for, or be obliged to monitor or verify or investigate:

- (A) any calculation in respect of the Portfolio or any element of the calculation thereof but shall be entitled to rely absolutely on any calculation by the Calculation Agent;
- (B) the performance, operations or financial condition of the Portfolio or the terms of the Charged Assets or the calculation of amounts payable in respect thereof;
- (C) the performance by the Issuer or any other person of any agreement relating to, or in connection with, the Portfolio and shall be entitled to assume that each of them is in compliance with the terms thereof unless and until expressly notified to the contrary in writing by the Issuer or the Calculation Agent;
- (D) whether or not any Mandatory Redemption Event or any Event of Default has occurred and shall be entitled to assume that no such event has occurred unless and until expressly notified to the contrary in writing by the Issuer or the Calculation Agent; or
- (E) save to the extent caused by its own gross negligence, wilful default or fraud the Trustee shall not be responsible or liable for any failure to sell, realise or redeem the Charged Assets or any delay in doing so nor for any loss suffered or incurred by any person as a result of the Net Proceeds, the Realisable Value or any other proceeds of sale, realisation or redemption of the Charged Assets being insufficient to discharge any Redemption Amount or Early Redemption Amount in full.

## 15 DISTRIBUTION, ISSUANCE PROCESS AND SELLING RESTRICTIONS

### **Distribution**

The Issuer has, pursuant to a distribution agreement appointed CIX Capital International Ltda. as a distributor pursuant to which CIX Capital International Ltda. may procure subscribers for the Notes or enter into agreements with third parties whereby such third parties will procure subscribers for the Notes. No fees will be payable by the Issuer to CIX Capital International Ltda. or any third party appointed by CIX Capital International Ltda. but such entities may receive distribution fees from the CIX Fund as described in the Private Placement Memorandum under the heading “*Sales of Interests through Distributors; Distribution Fees*” in the section entitled “*Summary of Principal Terms*”.

### **Issuance Process**

On the Issue Date the Notes will initially be transferred to an account of the Issuer with The Bank of New York Mellon, London Branch where they will be held until their acquisition by investors.

Upon the acceptance of a purchase order for the Notes, the Notes will be transferred from the account of the Issuer to the account designated by the purchaser. The receipt and acceptance of purchase orders will be coordinated on behalf of the Issuer by the Back Office Agent. The Back Office Agent will limit its interactions to regulated financial institutions and cannot interact with retail clients.

The Notes may be held in the account of the Issuer for significant periods of time before being acquired by investors. In addition, the Issuer may elect to cancel any Notes which have not been acquired by investors. The Principal Amount of the Notes specified in this Series Memorandum represents the amount of the Notes that will be issued on the Issue Date. There is no minimum limit on the number of Notes that must be acquired by investors. Investors should therefore be aware that some Notes which are issued on the Issue Date may not be acquired by investors and it may be the case that investors only acquire a small portion of the Notes issued on the Issue Date. Investors should further be aware that while any holding of Notes they acquire may represent a particular portion of the Notes issued on the Issue Date, their holding may ultimately represent a larger portion of the Notes actually acquired by investors.

### **Selling Restrictions**

In addition to the Selling Restrictions set out in the Programme Memorandum the restrictions set out below shall apply.

#### **United States**

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and may not be directly or indirectly offered or sold in the United States or to or for the benefit of any U.S. person (as defined in Regulation S) unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available.

Where:

“**U.S. person**” means a “*US person*”, as the term is defined in Regulation S under the Securities Act and more particularly are references to: (i) any natural person that resides in the U.S.; (ii) any entity organised or incorporated under the laws of the U.S.; (iii) any entity organised or incorporated outside the U.S. that was formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Section 501 of

Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts; (iv) any estate of which any executor or administrator is a US person ; (v) any trust of which any trustee is a U.S. person; (vi) any agency or branch of a foreign entity located in the U.S; or (vii) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; and (viii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or resident in the U.S.. For the purposes hereof, the term **"U.S. person"** shall not include any discretionary or non-discretionary account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised or incorporated in the U.S. The term **"U.S. person"** includes entities that are subject to the U.S. Employee Retirement Income Securities Act of 1974, as amended, or other tax-exempt investors or entities in which substantially all of the ownership is held by U.S. persons.

## **European Economic Area and the United Kingdom of Great Britain and Northern Ireland**

### **IMPORTANT – PROHIBITION ON OFFERS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

The Notes may not be offered, sold or otherwise made available in any Member State of the European Economic Area ("**EEA**") where the Prospectus Regulation applies or in the United Kingdom of Great Britain and Northern Ireland ("**UK**").

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any investor in the EEA or in the UK. This prohibition applies regardless of the status of the investor, the minimum denomination of the Notes or the minimum subscription amount of the offer.

### **IMPORTANT – EEA Retail Investors**

As detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the EEA regardless of their status. Accordingly, the Notes may not be offered, sold or otherwise made available to any retail investor within the EEA. For these purposes, a retail investor means a person who is one (or more) of:

- a) a "retail client" as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"); or
- b) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

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

### **IMPORTANT - UK Retail Investors**

As detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the UK regardless of their status. Accordingly, the Notes may not be offered, sold or otherwise made available to any retail investor within the UK. For these purposes, a retail investor means a person who is one (or more) of:

- a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
- b) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Consequently, no key information document required by the PRIIPS Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

### **Public Offering**

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Programme Memorandum, this Series Memorandum or any part thereof or hereof or any other offering material, in any country or jurisdiction where action for that purpose is required.

**NO OFFER, SALE OR DELIVERY OF THE NOTES, OR DISTRIBUTION OR PUBLICATION OF ANY OFFERING MATERIAL RELATING TO THE NOTES, MAY BE MADE IN OR FROM ANY JURISDICTION EXCEPT IN CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. ANY OFFER OR SALE OF THE NOTES SHALL COMPLY WITH THE SELLING RESTRICTIONS AS SET OUT IN THIS SERIES MEMORANDUM AND THE PROGRAMME MEMORANDUM AND ALL APPLICABLE LAWS AND REGULATIONS.**

## 16 GENERAL INFORMATION

For so long as the Notes remain outstanding, the following documents will be available in physical form from the date hereof during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the registered office of the Issuer and the Specified Office of the Principal Paying Agent in London:

- (a) the Master Documents which are incorporated by reference by the Series Constituting Instrument so as to constitute the Series Trust Deed, Series Agency Agreement, Series Structuring Agreement, Series Coordination Agreement and the Series Back Office Agency Agreement with respect to the Notes (to the extent not otherwise amended, modified and / or supplemented by the Series Constituting Instrument);
- (b) any deed or agreement supplemental to the Master Documents;
- (c) the Programme Memorandum;
- (d) the Certificate of Incorporation and the Constitution of the Issuer;
- (e) the Series Constituting Instrument;
- (f) the Programme Accounts Agreements; and
- (g) the Series Charging Instrument.

The aforementioned documents may be made available by the Issuer or the Principal Paying Agent in electronic form if the documents are unable for any reason to be made available in hard copy form.

**APPENDIX 1**  
**PRIVATE PLACEMENT MEMORANDUM**





**CIX ESG AFFORDABLE HOUSING FUND II, INC.**

Av. Brig. Faria Lima, 2601 - 5º andar,  
Jd. Paulistano, Sao Paulo, SP, 01452-924

Memorandum N°: 0001

Addressee: CIX Capital International Designated Activity Company

Date: August 05, 2025

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**AMENDED AND RESTATED CONFIDENTIAL PRIVATE OFFERING MEMORANDUM**

**CIX ESG AFFORDABLE HOUSING FUND II, INC.  
a Delaware corporation  
Offering of Class B Non-Voting Common Stock  
and Secured Promissory Note**

CIX ESG AFFORDABLE HOUSING FUND II, INC., a Delaware corporation (the “Fund”) is offering prospective investors an opportunity to purchase shares of Class B Non-Voting Common Stock of the Fund (the “Class B Stock”) and to make a Loan (as defined below) to the Fund (the “Offering”). The aggregate Offering amount is twenty million U.S. dollars (US\$ 20,000,000) (the “Maximum Offering Amount”). The minimum subscription amount of an investor in the Offering shall be two hundred thousand US dollars (US\$ 200,000) however, the Fund, in its discretion, may accept subscriptions for a lesser amount. The Fund intends to offer the Class B Stock and a secured promissory note evidencing the Loan (the “Note”, and together with the Class B Stock, collectively, the “Securities”) through December 01, 2025, as the same may be extended in the sole discretion of the Fund without further notice or consent of prospective investors (the “Offering Expiration Date”). If the Fund does not raise the full Offering Amount, the Fund may, at its sole discretion, elect to proceed with the closing of this Offering. All amounts delivered to the Fund pursuant to this Offering will be held in a segregated account by the Fund until the Fund accepts the investor's subscription, the expiration of any applicable rescission period and as otherwise provided herein; thereafter, all funds shall be available for use by the Fund. If the undersigned's subscription is rejected for any reason, all documents will be promptly returned by the undersigned to the Fund and the Fund will return the undersigned's funds without interest or deductions.

Twenty percent (20%) of the aggregate subscription price in the Offering will be used to acquire 100% of the Class B Stock issued by the Fund. All of the shares of the Class B Stock issued by the Fund under the Offering are expected to represent approximately 99% of the equity of the Fund. CIX Capital GP, a Cayman company (the “Class A Stockholder”), is the holder of all of the Class A Voting Common Stock of the Fund (the “Class A Stock”). In addition, eighty percent (80%) of the investor's aggregate subscription proceeds in the Offering will be used to make a loan to the Fund as further described in this Agreement (the “Loan”) and the Note. All funds received by the Fund, including the proceeds of the Loan, shall be used to fund one or more loans to Borrower Entities (as defined below).

The Fund's investment objective is to provide investors with a return on their investment by making debt investments into entities that directly or indirectly own rights related to the acquisition, rehabilitation and development of affordable rental housing properties (each such property, a “Property”) in each case primarily financed or expected to be financed through Low-Income Housing Tax Credits and tax-exempt bonds. The Fund intends to invest in such Properties by making secured loans to one or more entities formed or to be formed as limited liability companies (each, a “Borrower Entity” and collectively, the “Borrower Entities”), which Borrower Entities, in turn, will through direct or indirect subsidiaries, own and manage, the Properties. The Fund will rely on the operating and management experience of each Borrower Entity's sponsor to maintain, create or add value to the Properties and eventually sell the Properties to low-income housing tax credit investors. Each Borrower Entity will seek to target strong risk-adjusted returns by investing in rights for the acquisition, rehabilitation and development of affordable rental housing or contractual or other rights to acquire, rehabilitate or develop such properties in each case primarily financed or expected to be financed through Low-Income Housing Tax Credits

(“LIHTC”) and tax-exempt bonds.

The Offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “Securities Act”), or any securities law of any state of the United States or of any other jurisdiction, and is being made only to prospective investors that are not U.S. Persons in offshore transactions in reliance on Regulation S under the Securities Act. Each Purchaser (as defined below) will be required to pay the entire subscription price for the Securities subscribed for hereunder pursuant to the terms and conditions of this Agreement to the Fund. The Fund will accept subscriptions only from investors who are not U.S. persons and who have no intention of becoming a U.S. person during the period in which they will own the Securities. Further, the Securities may not be resold within the United States or to U.S. Persons. There is no public market for the Securities, and no public market will develop.

The Securities offered in this Offering are speculative in nature and involve a high degree of risk and are suitable only for persons of substantial means who have no need for liquidity in this investment and who are able to bear the economic risks of this investment. In addition to the other information contained in this Agreement, the investor should carefully consider the risk factors disclosed in this Agreement, including those set forth under “Risk Factors,” in evaluating an investment in the Securities. The Fund reserves the right to withdraw or amend for any reason this Offering and reject any subscription for any reason.

### **IMPORTANT NOTICES**

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION, NOR IS SUCH REGISTRATION CONTEMPLATED, AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. FURTHERMORE, THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OF ANY OTHER JURISDICTION, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. REFERENCES IN THIS AMENDED AND RESTATED PRIVATE PLACEMENT MEMORANDUM TO THE “FUND,” “WE,” “OUR,” AND “US” REFER TO CIX ESG AFFORDABLE HOUSING FUND II, INC.**

**THIS AGREEMENT IS INTENDED SOLELY FOR THE USE OF THE PERSON TO WHOM IT HAS BEEN DELIVERED BY THE FUND FOR THE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT BY THE RECIPIENT IN THE SECURITIES, AND IT IS NOT TO BE REPRODUCED OR DISTRIBUTED TO ANY OTHER PERSONS (OTHER THAN PROFESSIONAL ADVISORS OF SUCH RECIPIENT).**

**NO ACTION HAS BEEN TAKEN BY THE FUND WHICH WOULD PERMIT AN OFFERING OF OR DISTRIBUTION OF THIS AGREEMENT OR ANY OFFERING MATERIAL IN RELATION TO THE FUND OR THE SECURITIES IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, THE PROSPECTIVE INVESTOR MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY**

**JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS THE SECURITIES OR DISTRIBUTES THIS AGREEMENT AND MUST OBTAIN ANY APPROVAL OR PERMISSION REQUIRED BY IT FOR THE PURCHASE OF SALE BY IT OF THE SECURITIES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFER OR SALES, AND THE FUND SHALL HAVE NO RESPONSIBILITY THEREFOR.**

**THE FUND RESERVES THE RIGHT TO REJECT ANY COMMITMENT TO SUBSCRIBE FOR THE SECURITIES IN WHOLE OR IN PART AND TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE FULL AMOUNT OF THE SECURITIES SOUGHT BY SUCH INVESTOR.**

**THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**THE FUND WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, AND NONE OF THE MANAGER OR ITS AFFILIATES WILL BE REGISTERED AS AN INVESTMENT ADVISER UNDER THE INVESTMENT ADVISER ACT OF 1940, AS AMENDED, UNLESS REQUIRED BY LAW.**

**THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.**

**THE INFORMATION CONTAINED IN THIS AGREEMENT WAS PREPARED OR PROVIDED BY THE FUND AND NO OTHER PARTY HAS MADE ANY INDEPENDENT INVESTIGATION OF SUCH INFORMATION AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR ADEQUACY OF SUCH INFORMATION. THE INFORMATION CONTAINED HEREIN IS PRESENTED AS OF THE DATE OF THIS AGREEMENT SET FORTH ABOVE AND IS SUBJECT TO CHANGE, COMPLETION OR AMENDMENT WITHOUT NOTICE. NEITHER THE DELIVERY OF THIS AGREEMENT AT ANY TIME NOR ANY SALE OF THE SECURITIES OFFERED HEREBY SHALL IMPLY THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS AGREEMENT SET FORTH ABOVE.**

**PROSPECTIVE INVESTORS ARE URGED TO CAREFULLY READ THIS AGREEMENT AND ALL DOCUMENTS AND EXHIBITS HERETO. THIS AGREEMENT DOES NOT PURPORT TO BE ALL-INCLUSIVE OR CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY REQUIRE IN INVESTIGATING THE FUND OR EVALUATING AN INVESTMENT IN THE SECURITIES OFFERED HEREBY. IN MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF**

**THE FUND AND THE TERMS OF THE OFFERING, INCLUDING, WITHOUT LIMITATION, THE MERITS AND RISKS INVOLVED.**

**PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS AGREEMENT AS LEGAL, INVESTMENT OR TAX ADVICE. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW AND CONSIDER THIS AGREEMENT AND SHOULD CONSULT THEIR OWN ATTORNEYS, INVESTMENT ADVISORS AND TAX ADVISORS AS TO LEGAL, INVESTMENT AND TAX RELATED MATTERS CONCERNING THIS OFFERING.**

**THIS AGREEMENT WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING U.S. FEDERAL, STATE, OR LOCAL TAX PENALTIES. THIS AGREEMENT WAS PREPARED TO SUPPORT THE PROMOTION OR MARKETING OF THE SECURITIES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

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Exhibit F – Form of Security Agreement



## IMPORTANT ADDITIONAL INFORMATION

*The Securities may not be transferred to U.S. citizens or residents. The Securities are also subject to restrictions on transferability under the terms of the Stockholders Agreement of the Fund (the “SHA”) and the Subscription Agreement (the “Subscription Agreement”), copies of which are attached as Exhibits to this memorandum. As a prospective purchaser, you should be aware that you may be required to bear the financial risks of an investment in the Securities for an indefinite period of time.*

*The Securities have not been, nor will they be, registered with the Comissão de Valores Mobiliários and may not be offered, sold, issued, distributed or negotiated in Brazil and/or to Brazilian residents or to any entity organized under the laws of Brazil, except in circumstances that do not constitute a public offering, placement, distribution or negotiation under Brazilian laws and regulations.*

*This memorandum is provided on a confidential basis to a limited number of offerees for informational use and has been prepared solely for use in connection with the proposed offering of Securities described in this memorandum. This memorandum is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Securities. Distribution of this memorandum to any person other than the prospective investor and any person retained to advise such prospective investor with respect to the prospective investor's purchase of Securities is unauthorized, and any disclosure of any of its contents, without the Fund's prior written consent, is prohibited. Each prospective investor, by accepting delivery of this memorandum, agrees to the foregoing and to make no photocopies of this memorandum or any documents referred to in this memorandum.*

*No person is authorized in connection with the offering to give any information or to make any representation not contained in this memorandum, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Fund or any of its representatives.*

*In making an investment decision regarding the Securities, you must rely on your own examination of the Fund, the Borrower Entity, the Properties and the terms of this Offering, including the merits and risks involved. Neither the Fund, the Class A Stockholder nor any of their representatives is making any representation to any offeree or purchaser of the Securities regarding the advisability or legality of an investment therein by such offeree or purchaser under any applicable legal investment or similar laws or regulations. You should not construe the contents of this memorandum as legal, business or tax advice, and you should consult your own counsel, accountants and other advisors as to the legal, business, tax, financial and related aspects of a purchase of Securities.*

*This memorandum is not intended to provide any advice relating to legal, taxation or investment matters and prospective investors should not construe it as containing any such advice. Persons interested in acquiring Securities should inform themselves as to:*

- (i) the legal requirements within the countries of their nationality, residence, or domicile for such acquisition;*
- (ii) any foreign exchange restrictions or exchange control requirements which they might encounter on acquisition or disposal of Securities; and*

(iii) *the income tax and other taxation consequences which might be relevant to the acquisition, holding or disposal of Securities.*

*Therefore, prospective investors should review this memorandum carefully and consult with their legal and financial advisers to determine possible tax or other consequences of purchasing, holding or disposing of Securities.*

**An investment in Securities is subject to significant risks. See “Risk Factors.”**

*The distribution of this memorandum and the offering or purchase of the Securities may be restricted in certain jurisdictions. No persons receiving a copy of this memorandum or the accompanying Subscription Agreement in any such jurisdiction may treat this memorandum or such Subscription Agreement as constituting an invitation to them to subscribe for Securities, nor should they in any event use such Subscription Agreement, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such Subscription Agreement could lawfully be used without compliance with any registration or other legal requirements.*

*This memorandum contains summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to in this memorandum will be made available to prospective investors upon request to the Fund.*

*The Fund will respond to any questions that investors or their advisors may have concerning this offering and will make available for examination by any investor or its advisors such records and files in its possession as may be pertinent to an investor’s decision whether to invest in the Securities. **Written inquiries should be directed to CIX Capital GP via email at [ri@cix.capital](mailto:ri@cix.capital).***

*The terms and conditions of the Offering and the rights and liabilities of the Fund and its stockholders are governed by the Fund’s certificate of incorporation, a copy of which is attached as Exhibit A to this memorandum (the “Certificate”), the Fund’s Bylaws, a copy of which is attached as Exhibit B to this memorandum (the “Bylaws”); the SHA, a form of which is attached hereto as Exhibit C (the SHA, collectively with the Certificate and the Bylaws, the “Governance Documents”), and the Subscription Agreement for Class B Stock between each Subscriber (as defined in the Subscription Agreement) and the Fund, the form of which is attached as Exhibit D to this memorandum, and the description of any of such matters in the text of this memorandum is subject to and qualified in its entirety by reference to such exhibits.*

*Financial Statements and other information with respect to the Subsidiary Property Owners (as defined below) and the Properties may be obtained by investors upon request to the Fund.*

*This memorandum and all of the exhibits to this memorandum should be reviewed carefully by each prospective investor and each prospective investor’s legal, accounting and tax advisers prior to making any decision concerning an investment in the Securities.*

*Neither the Securities and Exchange Commission, any other securities commission nor any other regulatory authority, has approved or disapproved of the Securities nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this memorandum. Any representation to the contrary is a criminal offense.*

**[Remainder of page is intentionally left blank]**

## FORWARD-LOOKING STATEMENTS

This memorandum contains forward-looking statements. You should not place undue reliance on these statements. Forward-looking statements include information concerning possible or assumed future results of operations, goals and objectives for future operations, including descriptions of the Fund's investment strategies, among other things. These statements are typically identified by words such as "believe," "anticipate," "expect," "plan," "intend," "estimate" and similar expressions. The Fund bases these statements on particular assumptions that the Fund has made in light of its experience, as well as its perception of historical trends, current conditions, expected future developments and other factors that the Fund believes are appropriate under the circumstances. As you read and consider the information in this memorandum, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties and assumptions.

Although the Fund believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect the Fund's actual financial results and could cause actual results to differ materially from those expressed in the forward-looking statements. These factors include, among other things:

- the Fund's ability to make a loan to or direct the management of the Borrower Entity, the Subsidiary Property Owners and/or the Properties;
- the Fund's ability to consummate transactions;
- the Borrower Entity's ability to obtain financing for transactions;
- the Fund's ability to negotiate favorable terms with its joint venture partners and other counterparties;
- the Fund's ability to cause the Borrower Entity or Subsidiary Property Owners to improve, operate and/or lease the Properties or space therein, as applicable, successfully;
- the Fund's ability to cause the Borrower Entity or Subsidiary Property Owners to sell the Properties at attractive prices;
- the impact of natural disasters such as hurricanes, floods and tornados;
- the demand for low-income housing space in the areas in which the Properties are located or ability of Borrower Entity to sell the Properties to low-income housing tax credit investors; and
- general economic conditions.

In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained in this memorandum will in fact transpire.

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## SUMMARY OF PRINCIPAL TERMS

*This summary highlights key information with respect to an investment in the Securities. This summary is not complete and does not contain all of the information that you should consider before investing in the Securities. You should read this entire memorandum, including the risk factors, before investing in the Securities. Capitalized terms used in this memorandum, and not defined herein, have the meanings given to them in the Governance Documents or Subscription Agreement.*

<b>The Fund</b>	CIX ESG AFFORDABLE HOUSING FUND II, INC. (the “ <u>Fund</u> ”) is a Delaware corporation incorporated on March 07, 2025. The mailing address of the Fund is c/o CIX Capital International Ltda., Av. Brig. Faria Lima, 2601 – 5 <sup>th</sup> floor, Jd. Paulistano, Sao Paulo, SP, 01452- 924.
<b>Term</b>	The term of the Fund shall be four (4) years following the date of the Initial Closing, unless it is earlier terminated, wound up, liquidated and dissolved in accordance with its Governance Documents. Notwithstanding the foregoing, the Class A Stockholder shall have, in its sole and absolute discretion, the right to extend the term to extent necessary so as to allow the term of the Fund to match the term of the Borrower Entity.
<b>Class A Stockholder</b>	CIX Capital GP, a Cayman Islands exempted company (“ <u>CIX Capital GP</u> ”), is the holder of all of the shares of Class A Stock of the Fund. The investor, as a holder of shares of Class B Stock, shall have no right to vote on any matter to be voted on by the stockholders of the Fund. The Class A Stockholder will be the sole holder of all of the shares of Class A Stock and, as a result, will control the management and affairs of the Fund.
<b>Board of Directors</b>	<p>The Fund will be managed by a Board of Directors elected by the Class A Stockholder, in its sole discretion (the “<u>Board</u>”). The Board initially will be comprised of the following individuals, all of which also will serve as officers of the Fund:</p> <ul style="list-style-type: none"> <li>• Carlos Balthazar Nonato Summ</li> <li>• Eduardo Magalhaes Fonseca</li> </ul> <p>See “<u>Background of CIX Capital GP and CIX Capital Key Executives</u>” for further information on the members of the Board.</p>
<b>Fund Manager</b>	CIX Capital International Ltda., a Brazilian limited liability company (“ <u>CIX Capital</u> ”), will act as the investment manager of the Fund (the “ <u>Investment Manager</u> ”), pursuant to an Investment Management Agreement (the “ <u>Fund Management Agreement</u> ”) between the Fund and CIX Capital. A copy of the Fund Management Agreement may be obtained by investors upon request to the Fund. Pursuant to the Fund Management Agreement, the investment management services to be provided by CIX Capital to the Fund include financial advisory, investor relations, distributions, and negotiation and servicing of loans.

<b>Fund Administrator</b>	The Fund will engage a third-party administrator to provide administrative services to the Fund. The administrator of the Fund will initially be CSC Group, with offices located at One Nexus Way, Camana Bay, Grand Cayman, Cayman Islands, KY1-9005. See “ <u>Management – Fund Administrator.</u> ”
<b>Fund Auditor</b>	The Fund will engage a third-party auditor to audit the Fund's financial statements and provide other auditing services to the Fund. The auditor of the Fund will initially be Deloitte & Touche, One Capital Place (OCP), P.O. Box 1787, Grand Cayman, Cayman Islands, KY1-1109.
<b>Counsel</b>	McLaughlin & Stern LLP (as to United States law) has acted as counsel to the Fund in connection with this offering. Its respective address is as follows:  <i>McLaughlin &amp; Stern LLP 260 Madison Avenue New York, NY, USA, 10016</i>
<b>Investment Objectives, Strategies</b>	The Fund's investment objective is to provide investors with a return on their investment by making debt investments into entities that directly or indirectly own the Properties that, in each case, primarily will be financed or are expected to be financed through LIHTC and tax-exempt bonds. Each Borrower Entity will be managed and owned by experienced U.S. property developers, primarily based in New York, New York. The Fund intends to invest in such Properties by making secured loans to one or more <u>Borrower Entities</u> , which Borrower Entities, in turn, will, through direct or indirect subsidiaries, own and manage, the Properties. The Fund will rely on the operating and management experience of each of the Borrower Entity's sponsors to maintain, create or add value to the Properties and eventually sell the Properties to low-income housing tax credit investors.
<b>Investment Fund Structure</b>	Twenty percent (20%) of the aggregate subscription proceeds from the Offering will be used for the acquisition of 100% of the Class B Stock issued by the Fund. All of the shares of the Class B Stock offered in the Offering shall represent approximately 99% of the value of the Fund. The Class A Stockholder will hold all of the Class A Stock. In addition, eighty percent (80%) of the aggregate subscription proceeds from the Offering will be used to make the Loan. The net funds received by the Fund, including the proceeds of the Loan, shall be used to make secured loans to one or more Borrower Entities, which Borrower Entities, in turn, will, through direct or indirect subsidiaries, own and manage, the Properties, as further described below.

<b>Investment Return</b>	<p>The Fund will seek to deliver an annualized return (non-compounded annually) of 12% to its ultimate investors, although there can be no assurance that such objective will be realized. Such return consists of a combined return on the investor's equity investment in, and the Loan to, the Fund, less any Investment Fees (as defined below) (the “<u>Combined Return</u>”). See, “<u>Equity Investment; Portfolio Note</u>”, “<u>Fees Payable to Administrator, and CIX Capital and Affiliates</u>” and “<u>Platform Fee</u>”.</p>
<b>Equity Investment; Portfolio Note</b>	<p>Twenty percent (20%) of the aggregate subscription proceeds from the Offering will be used for the acquisition of 100% of the Class B Stock issued by the Fund. The Fund intends to pay a preferred return on the aggregate amount of capital contributions it receives from the investor at the rate necessary to allow its ultimate investors to receive the Combined Return. There can be no assurance that such objective will be realized.</p> <p>Eighty percent (80%) of the aggregate subscription proceeds from the Offering shall be used to make the Loan to the Fund. The Loan shall be evidenced by a four (4) year secured promissory note to be executed by the Fund in favor of the relevant investor, the form of which attached as <u>Exhibit E</u> hereto (the “<u>Portfolio Note</u>”). The maturity date of the Note may be extended by the Fund, in its sole discretion, by one (1) year or by any other term determined by the Fund to allow the maturity date of the Note to occur on the date of repayment of a Borrower Entity Note (as defined below).</p> <p>The principal balance of the Portfolio Note shall accrue interest at the per annum rate of fifteen percent (15%) (non-compounded). The entire principal balance, together with all interest accrued and unpaid thereon calculated in the manner set forth above and all other sums due under the Portfolio Note, shall be due and payable on the maturity date of the Portfolio Note. Notwithstanding anything herein to the contrary, the Fund may prepay all principal amount outstanding under the Note and any and all interest accrued thereon, without being subject to a prepayment penalty, in the event of a prepayment of a Borrower Entity Note.</p> <p>The obligations of the Fund under the Portfolio Note shall be secured by a pledge of 100% of the Fund's rights arising under the (i) Deposit Account and Control Agreement to be entered into by the Fund, each Borrower Entity and Webster Bank, N.A. (the “<u>DACA</u>”); and the (ii) Security Agreement to be entered into by the Fund, each Borrower Entity and the relevant Borrower Entity Manager (the “<u>Borrower Entity Security Agreement</u>”). The obligations of the Fund under the Portfolio Note will also be secured by a security interest over all of the Fund's rights, title and interest in each Borrower Entity Note.</p> <p>The foregoing description of the Loan and the security interest in the collateral is qualified in its entirety to the full text of the form of Secured Promissory Note attached as <u>Exhibit F</u> hereto, the form of</p>



	<p>Security Agreement attached as <u>Exhibit I</u> hereto, the DACA, and the Borrower Entity Security Agreement.</p> <p>The Portfolio Note is intended to qualify for the “portfolio interest” exemption under the Code (as defined in the Portfolio Note), thereby enabling the Fund to pay interest on the Portfolio Note to the investor free of the 30% withholding tax imposed by Code Section 1441. There can be no assurance that the Portfolio Note will qualify for this exemption. See “<u>Risk Factors - Risks Related to this Offering.</u>”</p>
<b>Borrower Entity Investment Structure; Borrower Entity; Subsidiaries Property Owners of Borrower Entity</b>	<p>The Fund will not directly acquire any Properties. Instead, the Fund will invest directly in the Borrower Entities by means of secured loans (<i>see</i>, Terms of Borrower Entity Loan). The Borrower Entities will, through one or more directly or indirectly owned entities (each, a “<u>Subsidiary Property Owner</u>”) own the Properties, as shown in the Organizational Chart (the “<u>Org Chart</u>”) attached hereto as <u>Schedule I</u>.</p>
<b>Participating Note</b>	<p>The Fund shall make loans to each Borrower Entity in the aggregate amount of up to US\$ 20,000,000 (each, a “<u>Borrower Entity Loan</u>” and collectively, “<u>Borrower Entity Loans</u>”). The proceeds of each Borrower Entity Loan shall be used by the relevant Borrower Entity, directly or indirectly through its subsidiaries, to fund the acquisition and construction of the Properties (through direct acquisitions, co-investing, making loans and entering into joint ventures, or otherwise) in accordance with the investment strategy further described herein. Each Borrower Entity Loan is evidenced by a four (4) year secured promissory note (as it may be extended by the relevant Borrower Entity pursuant to its terms) executed by such Borrower Entity in favor of the Fund (the “<u>Borrower Entity Note</u>”). Payments of all amounts owing to the Fund under a Borrower Entity Note will be secured under the DACA and the relevant Borrower Entity Security Agreement.</p>
<b>Terms of Borrower Entity Loan</b>	<p>The principal amount of each Borrower Entity Note together with accrued and unpaid interest shall be due on the fourth annual anniversary date of the issuance date of such Borrower Entity Note (the “<u>Maturity Date</u>”). The principal balance of a Borrower Entity Note shall accrue interest at a rate per annum equal to sixteen percent (16%) at the Maturity Date. Each Borrower Entity shall have the right to extend the Maturity Date for one twelve (12) month period (“<u>Extension Term</u>”) as long as: (a) a written request from the relevant Borrower Entity requesting the extension is received by the Fund no later than six (6) months prior to the expiration of the first Maturity Date; (b) no Event of Default (as defined in the Borrower Entity Note) exists at the time of the request or at the time of expiration of the then existing Maturity Date; and (c) any further extensions will be subject to an increased fixed interest rate under the Borrower Entity Note of the greater of (i) 18% per annum or (ii) the prime rate published by the Wall Street Journal in accordance with the relevant Borrower Entity operating agreement.</p>



<b>Veto Rights</b>	<p>So long as the Fund holds a Borrower Entity Note, it shall have certain veto rights with respect to certain actions of the relevant Borrower Entity or the Borrower Entity's manager (the "<u>Borrower Entity Manager</u>"). The actions that require consent of the Fund include, but are not limited to: (i) changing the manager of such Borrower Entity; (ii) admitting any person as a member or stockholder of such Borrower Entity or Subsidiary Property Owner, as applicable, or issuing equity interests in such Borrower Entity or Subsidiary Property Owner, (iii) investing in any other projects/structures outside of the investment objective of such Borrower Entity, i.e. affordable housing development projects in California, USA; (iv) selling any Property at a price below a minimum price approved by the Fund; and (v) the incurrence of any indebtedness other than certain permitted indebtedness; and (vi) deciding not to repay any amounts outstanding under the Borrower Entity Note.</p>
<b>Collateral; DACA</b>	<p>One or more affiliates of each Borrower Entity entities will act as the developer of each Property on behalf of such Borrower Entity and other involved parties, including the Parallel Investment Vehicles (the "<u>Developer</u>"). A Borrower Entity acting as the Developer will have the right to receive various developer fees that are paid at specific times during the life of the Property that extend from and beyond the period that such Borrower Entity has an ownership interest in a Property (the "<u>Developer Fees</u>").</p> <p>The Borrower Entity Manager, in cooperation with its affiliates, will develop and maintain projections of expected Developer Fees on a deal-by-deal basis. The Borrower Entity Manager will provide such projections to the Fund from time to time, but not less frequently than the end of every other month commencing June 01, 2025. The projections will include the commercial rationale for each transaction included in the projections as well as any financial models prepared by the Borrower Entity Manager. The Borrower Entity Manager expects that any projection will reflect the Borrower Entity's allocated share of expected proceeds from the disposition of Properties and developer fees (in the aggregate) will at least equal two times (2x) the outstanding principal amount of the Borrower Entity Note. If the projections fail to reflect the expected two-to-one (2:1) fee coverage ratio, the Borrower Entity Manager will have forty-five (45) days to cure the default by taking any necessary action to increase the expected Developer Fees and/or to prepay the Borrower Entity Note to the extent necessary to restore the two- to-one (2:1) fee coverage ratio.</p> <p>The Borrower Entity Manager shall cause all Developers (and their affiliates) to receive any and all Developer Fees in one bank account held in the name of the relevant Borrower Entity with Webster Bank, N.A. (the "<u>Account</u>"). The Borrower Entity Manager will have full authority to operate such Account, <i>provided, however</i>, that in the case of an Event of Default, the Fund will have sole rights to access and operate such bank account pursuant to the DACA and the Borrower Entity Security Agreement</p>

	<p>until the Event of Default has been cured or the Fund is fully compensated for damages incurred as a result of the Event of Default.</p> <p>Any and all Developer Fees held in the Account and any and all Developer Fees thereafter received by the Developers in the Account will be available to the Fund to the extent that such Borrower Entity is unable to (or is projected to be unable to) make full and timely payments on the relevant Borrower Entity Note.</p> <p>If, following the dissolution, winding up and termination of a Borrower Entity and the distribution of all or substantially all of such Borrower Entity's assets, the Fund has not received aggregate distributions from the Fund equal to the sum of:</p> <ul style="list-style-type: none"> <li>(i) the aggregate amount of the relevant Borrower Entity Loan; and</li> <li>(ii) the fixed return on such Borrower Entity Note</li> </ul> <p>(any such deficiency in such amounts actually paid to the Fund, the “<u>Return Shortfall</u>”), then the Borrower Entity Manager shall contribute to such Borrower Entity for payment to the Fund an amount equal to the lesser of (x) the Return Shortfall and (y) the aggregate amount of distributions to the Borrower Entity Manager by the Borrower Entity in respect of the residual interest in the Borrower Entity together with any Developer Fees received by the Borrower Entity Manager, in each case net of the amount of taxes paid.</p> <p>The foregoing description of the Borrower Entity Loan and the security interest of the Developer Fees is qualified in its entirety to the full text of the Borrower Entity documents, the DACA and the Borrower Entity Security Agreement.</p>
<b>Investment Period</b>	<p>The Fund believes that it will invest all of the proceeds of the Offering by December 1, 2025. The Fund intends to be repaid on each Borrower Entity Note, and distribute the proceeds to investors, within four (4) years after the Initial Closing. Notwithstanding the foregoing, the Fund shall have, in its sole and absolute discretion, the right to extend the term by one (1) year to the extent necessary to accommodate market cycles and to liquidate the investments of the Fund in an orderly fashion. After the Fund's capital is fully invested, the Fund plans to manage its investments, and sell investments, until it decides to commence a complete liquidation of its investments. The timing for the sale of the Properties will depend on market and economic conditions and other factors, so there can be no assurance that the Fund will be able to liquidate investments at the times projected in this memorandum. See “<u>Risk Factors - General Risks of Investments in Real Estate.</u>”</p>

<b>Sales of Securities through Distributors; Distribution Fees</b>	<p>The Fund intends to retain one or more distributors, including, but not limited to, CIX Capital (the “<u>Distributors</u>”), to sell the Securities on behalf of the Fund. CIX Capital will also assist the Fund in selling Securities. The Fund will pay each Distributor a distribution fee (the “<u>Distribution Fee</u>”) of up to 1.00% (or such other percentage as may be agreed by the Distributor and the Fund) of the aggregate amount of the capital raised in the Offering (the “<u>Raised Capital</u>”) that is procured by the Distributor for the Fund, which Distribution Fee will be paid within five (5) business days following the pertinent closing. Furthermore, the Fund may, in its sole and absolute discretion, pay one or more Distributors a recurring distribution fee (the “<u>Recurring Fee</u>”) based on the aggregate amount of the Raised Capital procured by any such Distributor for the Fund, which Recurring Fee will reduce the amount of Asset Management Fees (as defined below) otherwise payable by the Fund. Such compensation will reduce the proceeds of this Offering to be invested in the Properties. CIX Capital will share in the Distribution Fee and Recurring Fee (if applicable) to the extent it assists a Distributor in procuring an investor. Each Distributor and the Fund will enter into a Distribution Agreement (the “<u>Distribution Agreement</u>”) setting forth the terms of the services to be provided by the Distributor in connection with its capital raising efforts. A copy of the form of Distribution Agreement will be made available to investors upon request to the Fund. Distribution Fees and Recurring Fees will be paid only to foreign persons which establish (to the satisfaction of the Fund) that their sales activities are performed entirely outside the U.S. No Securities may at any time be offered, sold, resold, traded or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any such U.S. person.</p> <p>CIX Capital International DAC (the “<u>Issuer</u>”) is conducting a private offering of notes (the “<u>Notes</u>”). Prospective investors may be presented the opportunity to subscribe for Notes issued by the Issuer through certain third-party distributors or similar entities (each, a “<u>Distributor</u>”). If a Distributor charges a subscription fee (the “<u>Subscription Fee</u>”), such fee shall be added to the issue price of the Notes at the Issuer level only. For the avoidance of doubt, Subscription Fees shall not constitute an expense of the Fund, shall not reduce the nominal subscription amount, shall be borne solely by the investors who agree to them, and shall not affect the interests of other investors. Upon receipt of the gross subscription proceeds (inclusive of any Subscription Fees), the Issuer will deduct the applicable Subscription Fee and allocate the net investment amount to the Fund, and the Subscription Fee will be transferred by the Issuer to CIX Capital GP for the sole purpose of payment to the applicable Distributors, in accordance with the arrangements and allocations set forth in this Series Memorandum, as approved by the Programme Structurer.</p>
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<b>Fees Payable to Administrator, and CIX Capital and Affiliates</b>	<p>In consideration for the services described in this memorandum, the following fees will be paid to the Administrator and CIX Capital and its affiliates, as applicable:</p> <p><u>Administration Fee.</u> The Fund will pay the Fund Administrator an administration fee (the “<u>Administration Fee</u>”) in such amounts reasonably negotiated between the Fund and the Fund Administrator.</p> <p><u>Administrative Fee.</u> The Fund will pay CIX Capital GP or its respective designees an administrative fee in the amount of \$ 5,000 (five thousand) per annum (the “<u>Administrative Fee</u>”).</p> <p><u>Asset Management Fee.</u> The Fund will pay CIX Capital or their respective designees an asset management fee (the “<u>Asset Management Fee</u>”) in the amount of one hundred (100) basis points per annum of the Raised Capital; provided, that any such payable</p>
	<p>Asset Management Fees shall be reduced by the amount of Recurring Fees (defined below), if any, payable by the Fund.</p> <p><u>Structuring Fee.</u> The Fund will pay CIX Capital or its designee a structuring fee (the “<u>Structuring Fee</u>”), net of a tax to be paid by the Fund in an amount equal to 11.53% of the Structuring Fee and of other taxes, in the amount of hundred (100) basis points of the Raised Capital.</p> <p><u>Additional Fees.</u> The Fund may, at its sole discretion and at any time during its operation, pay a fee to one or more entities, including CIX Capital, that perform actions or provide services that are relevant to the Fund’s activities or investor engagement, regardless of whether such actions result in a capital commitment, provided, however, that in no event shall any payment of such fee cause the Fund to provide an ultimate Combined Return of less than 10% (non-compounded annually) (the “<u>Operational Fees</u>”).</p>
<b>Platform Fee</b>	<p>The Fund shall bear any platform fee (the “<u>Platform Fee</u>” and, together with the Administration Fee, Administrative Fee, Asset Management Fee, Structuring Fee, and Operational Fees, the “<u>Investment Fees</u>”) and costs (including without limitation, accounting fees, attorney fees, capital market fees, banking fees, audit fees, credit rating fees and allocable overhead) associated with structuring its investments.</p>

<b>Fund Expenses</b>	The Fund will bear all of its organizational costs and all expenses related to its operations, including fees and other out-of-pocket expenses related to the investigation of investment opportunities (whether or not consummated), taxes, fees of auditors, accounting fees, legal fees, credit rating fees, and counsel, insurance, litigation expenses, expenses associated with the preparation and distribution of reports to investors and other appropriate expenses. The Fund will reimburse the Class A Stockholder, the members of the Board, CIX Capital, and their affiliates for reasonable out-of-pocket expenses incurred by them in carrying out the activities of the Fund, including legal fees and other costs in the organization of the Fund and the sale of the Securities. The amount of capital available to make the investments described herein will be reduced by the foregoing expenses, which will be paid by the Fund. Except as provided above, the Class A Stockholder and CIX Capital will be responsible for the costs of their operations, including rent, overhead expenses and the compensation and benefits provided to their employees.
<b>Limitation on Fees Paid</b>	The aggregate sum of the Asset Management Fee (excluding any reduction that results from the payment of the Recurring Fee), Administration Fee, and Platform Fee paid in any calendar year shall not exceed one hundred and twenty-five (125) basis points of the Raised Capital. The Asset Management Fee payable by the Fund shall be reduced, if necessary, so that the aggregate of the above fees does not exceed the foregoing limitation.
<b>Other Activities of CIX Capital GP and CIX Capital</b>	The Class A Stockholder, CIX Capital and their affiliates will not devote all of their business time to the Fund's business. These companies are permitted to pursue other investment opportunities, including the purchase of properties of the type to be acquired by the Fund, and the ownership and management of other funds that may compete with the Fund. The Class A Stockholder and CIX Capital will be subject to conflicts of interest in the management of the Fund, including conflicts in deciding which investment opportunities will be allocated to the Fund or pursued independently by CIX Capital
	GP and CIX Capital or their affiliates. For additional information, see “ <u>Management - Conflicts of Interest</u> ” and “ <u>Risk Factors - Risks Related to Management</u> ,” below.
<b>No Voting Rights</b>	The Securities have no voting rights. The Class A Stockholder has the exclusive right to elect the members of the Board, who will manage and conduct the business and affairs of the Fund. See “ <u>Risk Factors - Risks Related to Management</u> .”
<b>Transfer of Securities</b>	Investors generally may not sell, transfer, or pledge their Securities unless they obtain the consent of the Class A Stockholder, and comply with other conditions in the SHA and the Subscription Agreement.

<p><b>Net Asset Value</b></p>	<p>The “<u>Net Asset Value</u>” of the Fund means, at any particular time, the value of the Fund's assets at such time minus the amount of the Fund's liabilities at such time, as determined by the Administrator in accordance with IFRS and approved by the Investment Manager. In determining the Net Asset Value of the Fund, the Administrator will take into account the following:</p> <ul style="list-style-type: none"> <li>a) The liabilities of the Fund shall be deemed to include: (i) all of its bills and accounts payable; (ii) all of its accrued or payable expenses (including without limitation, management expenses, operational expenses, accounting fees, attorney fees, capital market fees, banking fees, audit fees, credit rating fees); and (iii) all of its other liabilities, present or future, including reserves for contingent, unknown or unfixed debts, liabilities or obligations of the Fund established by the Board in accordance with IFRS.</li> <li>b) For purposes of determining the Fund's liabilities at a particular time, the Administrator may estimate expenses that are incurred on a regular or recurring basis over yearly or other periods and treat the amount of any such estimate as accruing in equal portions over any such period.</li> <li>c) The assets of the Fund shall be deemed to include: (i) all of its cash on hand or on deposit, including any interest accrued thereon; (ii) all of its demand notes and accounts receivable; (iii) all of its financial instruments and securities; (iv) all interest accrued on its interest-bearing financial instruments and securities; and (v) all of its other assets of every kind and nature, including prepaid expenses.</li> <li>d) The Administrator shall determine the fair market value of the Fund's assets and liabilities in good faith; provided however, that with respect to any real properties owned by a Subsidiary Property Owner, the fair market value of any such real properties shall be based on the most recently prepared valuation report (the “<u>Valuation Report</u>”) for such Subsidiary Property Owner (which report shall include, without</li> </ul>
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	<p>limitation, a real estate valuation with respect to such Subsidiary Property Owner's real properties), which report will be prepared annually by CBRE, Cushman &amp; Wakefield or another independent real property valuation firm approved by the Fund, as more particularly set forth in the Borrower Entity operating agreement.</p> <p>e) To the extent applicable to any of the foregoing, the Administrator shall follow IFRS, except when it in its discretion deems the same to be inequitable or inappropriate.</p> <p>f) Within ten (10) days of the end of each calendar quarter, the Board will cause the Administrator to prepare, and the Board will deliver or cause the Administrator to deliver to the Fund's stockholders at any time during such calendar quarter then ended, a report setting forth the Net Asset Value of the Fund as of the last day of the calendar quarter then ended.</p>
<b>Indemnification</b>	<p>The Fund has agreed to indemnify the Class A Stockholder, Class B Stockholders, the members of the Board, the Fund's officers, the Investment Manager, and each of their respective affiliates, members, partners, directors, officers, employees, and legal representatives (collectively, the “<u>Indemnified Parties</u>”) against any and all claims, liabilities, damages and expenses incurred by any Indemnified Party by reason of its activities on behalf of the Fund; provided, that an Indemnified Party will be entitled to indemnification only to the extent that such Indemnified Party's conduct did not constitute fraud, bad faith, gross negligence or willful misconduct.</p>
<b>Tax Considerations</b>	<p>Refer to “<u>Risk Factors - Risks Related to this Offering</u>,” below, for a summary of certain U.S. federal income tax risks relating to an investment in the Securities. This summary does not discuss the U.S. federal, state, local or foreign tax consequences of an investment in the Securities. Each investor is advised to consult its own tax advisor as to all federal, state, local and foreign tax consequences of an investment in the Fund.</p>
<b>Compliance Matters</b>	<p>As a condition to investing in the Fund, investors are required to make detailed representations regarding compliance with various U.S. laws and regulations, including anti-money laundering and anti-terrorist regulations. If at any time an investor fails to meet these standards, the Fund shall have the right to pursue various remedies against the defaulting investor.</p>
<b>Fiscal Year</b>	<p>The fiscal year-end of the Fund is December 31.</p>
<b>How to Invest</b>	<p>To invest, an investor must complete and sign the Subscription Agreement, including <u>Schedule 1</u> to the Subscription Agreement, the Joinder to the SHA attached to the Subscription Agreement, an IRS Form W-8, the entity or individual self-certification form (as applicable) attached to the Subscription Agreement, and the anti-</p>



	money laundering questionnaire attached to the Subscription Agreement and forward such documents to the Fund. The other documents may be obtained from the Fund upon request.
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## **RISK FACTORS**

*An investment in the Securities involves certain risks. An investment in the Securities is only suitable for persons of substantial financial means who have no need for liquidity. The following factors, along with others described in this memorandum, should be considered in evaluating an investment in the Securities.*

### **Risks Related to the Fund's Business**

***The Fund has no operating history, and the Fund might not be able to implement its investment and operating policies and strategies successfully.***

The Fund was formed as a Delaware corporation in 2025 and has not yet commenced business operations. The Fund is subject to all of the business risks and uncertainties associated with any new business, including the risk that the Fund will not achieve its investment objectives. The results of the Fund's operations will depend on a variety of factors from time to time outside of the control of the Fund, including the ability of the Fund to acquire the Properties, the availability of opportunities for investment, the availability of funding and economic conditions.

***If the Fund or the Borrower Entities are unable to invest in suitable properties, then the Fund may not be able to achieve its investment objectives.***

The Fund's ability to achieve its investment objectives depends upon the ability of the Fund to invest in the Properties by means of the Borrower Entity Loan to the Borrower Entity. There can be no assurance that the Fund will be able to invest in the Borrower Entity or otherwise be successful in identifying suitable investments or that the Fund's objectives will be achieved.

***If the Borrower Entity, its manager, and/or any Subsidiary Property Owner is unable to lease-up and operate the Properties successfully, then the Fund may not be able to achieve its objectives.***

The Fund's ability to achieve its investment objectives depends upon the Borrower Entity's ability, directly or indirectly, to successfully lease-up the Properties, maintain the occupancy of the Properties, achieve projected rental income from the Properties, successfully operate the Properties after they are acquired, and successfully sell the Properties to low-income housing tax credit investors. There can be no assurance that the Borrower Entity will be successful in doing so.

***The Fund is indirectly investing only in real estate properties.***

The Fund intends on indirectly investing in and operating the Properties. As a result, the Fund will not diversify its risk across different geographic areas or industries. The Fund, therefore, will be subject to increased exposure (positive or negative) from economic and other competitive factors specific to the region in which it operates. An investment in the

Securities will be subject to greater risk to the extent that the Fund lacks a diversified portfolio of properties or investments.

***A pandemic, epidemic or outbreak of an infectious disease in the United States, or the region in which the Fund operates, such as the recent outbreak of the coronavirus known as COVID-19, could adversely affect the operating results and financial condition of the Fund.***

Pandemic infectious diseases, such as the current COVID-19 strain, and other epidemics or outbreaks of infectious diseases, may adversely impact the business, operations and financial condition of the Fund. The global spread of COVID-19 has created significant volatility and uncertainty and economic disruption. The extent to which COVID-19 or other infectious diseases may impact the business, operations and financial results of the Fund will depend on numerous evolving factors that the Fund is not able to accurately predict, including: the duration and scope of the pandemic; governmental, business and individuals' actions that have been and continue to be taken in response to the pandemic, including rent, eviction and construction moratoriums; the impact of the pandemic on economic activity and actions taken in response; and any closures of the Properties' facilities.

***If the Fund does not sell all of the Securities in the offering, it will be limited in the number and type of investments it may make.***

If the Fund sells less than all of the Securities in the Offering, the Fund will make fewer investments (i.e. will invest in less Properties), resulting in less diversification in terms of the number of investments owned, and the geographic regions in which its investments are located. In this event, the likelihood of the Fund's profitability being affected by the performance of any one of its investments will increase. An investment in the Securities will be subject to greater risk to the extent that the Fund lacks a diversified portfolio of investments.

#### ***Tax credit risks***

The principal risk of LIHTC investing is the inability to obtain or loss of the tax credit itself. Owners of LIHTC properties must meet specific requirements during the planning, construction, and operation of the property to claim the credits. Failure to meet any of the requirements for LIHTC status could make it more difficult to exit any Property; could expose the Fund to potential liability (to the extent that a Borrower Entity can be held responsible for the structuring of the property for tax credit purposes prior to LIHTC investors acquisition or operation). For example, a LIHTC property could lose its tax credits through failure to maintain the necessary minimum number of low-income units or failure to maintain its low-income status for the full 15-year compliance period.

#### ***LIHTC Property syndication risks***

Changes in circumstances such as income tax law, negative economic outlook, reduction, modification or discontinuance of applicable state programs, or loss of general desire to invest in real estate could also result in a diminution of the pool of potential LIHTC investors. This could result in the Borrower Entity having to own the Properties for a longer time, decrease or eliminate the potential gain on sale of the Properties to appropriate investors and could reduce or eliminate the investor returns. Even if a Property achieves LIHTC status, it may be more difficult to sell than anticipated; it may be difficult to obtain LIHTC investors.

Properties may be located in areas that make disposition outside of the LIHTC market more challenging. In the event that a Property cannot meet LIHTC requirements, the disposition

of that Property may require more investment and time than anticipated, resulting in delays in realizing investments and reducing or eliminating gains on the Property and would mean that the Borrower Entity does not receive developer fees which are intended to be a material portion of the overall returns.

***Lack of available financing for affordable housing programs***

The Borrower Entity has no control over the amount or manner in which allocated low-income housing funds are made available—including state, local and federal funding for low-income housing initiatives. Changes in allocations could have a material adverse impact on the Borrower Entity and some or all of its Properties. Changes to the financing program, including the 9 percent credit, the 4 percent credit and the lack of availability of tax-exempt bonds intended to be used to finance the Properties could impact the investment required and the resulting investor returns upon ultimate sale.

Anticipated financing for the development phase may not be sufficiently available or may be available at a cost that diminishes the returns on investment in the Properties by the Borrower Entity.

***Insurance will not be obtained to cover all losses***

The Borrower Entity intends to maintain comprehensive insurance on each Property, including liability and fire and extended coverage, in amounts sufficient to permit the replacement of the assets in the event of a total loss, subject to applicable deductibles. The Borrower Entity expects to obtain coverage of the types and in the amounts customarily obtained by owners of similar property. There are certain types of losses, however, generally of a catastrophic nature, including, without limitation, terrorist strikes, earthquakes, floods and hurricanes, which may be uninsurable or not economically insurable. Inflation, changes in building or zoning codes and ordinances, environmental considerations, and other factors may also make it unfeasible to use insurance proceeds to replace or repair any Property if damaged or destroyed. If an uninsured property loss or a property loss in excess of insured limits were to occur, the Borrower Entity could lose its capital invested in the affected Property, as well as the anticipated future revenues from the Property. The Borrower Entity would also continue to be obligated to repay any mortgage indebtedness or other obligations related to that Property.

If an uninsured liability to a third party were to occur, the Borrower Entity would incur the cost of defense and settlement with, or court ordered damages to, that third party. With respect to terrorism risks, the Terrorism Risk Insurance Act of 2002 (“TRIA”), which originally established a three-year federal program under which the federal government and the insurance industry share in the risk of loss associated with certain terrorist attacks, has been extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019 (“TRIPRA”) and TRIPRA is now scheduled to expire on December 31, 2027. There is no assurance that subsequent terrorism legislation will be passed, and TRIPRA insurance coverage is limited to specific acts of foreign terrorism that are certified by the U.S. Department of Treasury (such coverage is known as TRIPRA “certified terrorism” insurance). Acts of domestic terrorists, and domestic or foreign nuclear, biological and chemical acts of terrorism, are not covered by TRIPRA insurance. Insurance for acts outside of TRIPRA, known as “non-certified acts,” must be obtained elsewhere and might not always be available or economically insurable, and insurance for nuclear, biological and chemical acts for certified and non-certified acts of terrorism are routinely not available.

***Changes in and compliance with applicable laws, rules, regulations and policies***

Compliance with changes in laws, including any increase in potential liability for environmental conditions existing on the Properties or the restrictions on discharges or other similar conditions, or other governmental rules and regulations or enforcement policies affecting the use and operation of the Properties, including changes to building codes and fire and life safety codes, may result in significant unanticipated expenditures. Under the Americans with Disabilities Act of 1990 (the “ADA”), certain properties located in the United States are required to meet certain federal requirements related to access and use by disabled persons. One or more Properties may not be in compliance with the ADA. If a Property is not, but is required to be, in compliance with the ADA, the Borrower Entity may be required to make modifications to the Property to bring it into compliance or face the possibility of an imposition of fines or an award of damages to private litigants.

### ***Adverse effect on results of operations due to possible environmental liabilities***

The Borrower Entity’s operating costs may be negatively affected by the obligation to pay for the cost of complying with existing environmental laws, ordinances and regulations, as well as the cost of complying with future legislation with respect to assets, or loans secured by assets, with environmental problems that materially impair the value of the assets. Under various federal, state and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under, or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. In addition, the presence of hazardous or toxic substances, or the failure to remediate properly such property, may adversely affect the owner’s ability to borrow by using such real property as collateral and may create a lien on the contaminated site in favor of the government for damages and costs it incurs as a result of the contamination. Persons who arrange for the transportation, disposal or treatment of hazardous or toxic substances may also be liable for the costs of removal or remediation of such substances at the disposal or treatment facility, whether or not such facility is or ever was owned or operated by such person. Certain environmental laws and common law principles could be used to impose liability for releases of hazardous materials, including asbestos-containing materials (“ACMs”), into the environment, and third parties may seek recovery from owners or operators of real Property for personal injury associated with exposure to released ACMs or other hazardous materials. Environmental laws may also impose restrictions on the manner in which a property may be used or transferred or in which businesses may be operated, and these restrictions may require expenditures. In connection with the ownership and operation of the Property, the Borrower Entity may be potentially liable for any such costs and may be limited in its operation of the Property by such restrictions. The cost of defending against claims of liability or remediating contaminated property and the cost of complying with such environmental laws could materially adversely affect the Borrower Entity’s results of operations and financial condition. It is possible, however, that any environmental studies did not reveal all environmental liabilities or that such real estate may be subject to material environmental liabilities of which the Borrower Entity is unaware.

### ***Potential costs of addressing air quality issues***

Complaints about poor indoor air quality at any Property could necessitate costly investigation and remediation activities. Indoor air quality issues can stem from inadequate ventilation, chemical contaminants from indoor or outdoor sources, and biological contaminants such as bacteria, molds, pollen and viruses. Chemical contaminants, including volatile organic compounds, may emanate from common indoor sources such as adhesives, carpeting,

upholstery, manufactured wood products, copy machines, pesticides and cleaning agents. Outdoor contaminants such as pollutants from motor vehicle exhaust, plumbing exhaust and building exhausts can also enter buildings through air intake vents, windows and other openings. In addition, bacteria, molds, pollen and viruses may grow in moisture that accumulates in buildings or on building materials, particularly if the moisture problem remains undiscovered. Indoor exposure to chemical or biological contaminants above certain levels can cause a variety of health effects and symptoms in susceptible individuals, which the popular press sometimes dubs “sick building syndrome” or “building related illnesses.” If these conditions were to occur at a Property, the Borrower Entity may need to undertake a targeted remediation program, including steps to increase indoor ventilation rates and the installation of high-performance air filters and/or absorbent beds. Such remediation programs could be costly, necessitate the temporary relocation of some or all of a Property’s tenants or in extreme cases require extensive rehabilitation of a Property.

***A prolonged economic slowdown, a lengthy or severe recession or declining real estate values could harm the Borrower Entity’s operations.***

The Borrower Entity Manager believes the risks associated with the business of the Borrower Entity may be more significant during periods of economic slowdown or recession, because these periods generally are accompanied by declining real estate values. Declining real estate values may reduce the Borrower Entity’s ability to recognize the level of profitability necessary to pay the fixed return. Any sustained period of increased interest rates, which may precipitate economic slowdown and recession, may limit the ability of LIHTC investors to obtain financing necessary to make investment in the Properties attractive which in turn may impede the Borrower Entity’s ability to sell the Properties at attractive prices or in a timely manner.

### **Risks Related to Management**

***The Fund’s future success is dependent upon the principals of CIX Capital GP and CIX Capital, and indirectly Borrower Entity, and the loss of any of them could severely and detrimentally affect the Fund’s operations.***

The Fund will depend on the diligence, experience, and skill of CIX Capital, CIX Capital GP, the members of the Board, Borrower Entity and their principals. The principals of Borrower Entity will manage, operate and maintain the Borrower Entity and the Properties. The Fund has limited ability to cause a change to the management of the Borrower Entity. The principals of CIX Capital GP and CIX Capital will, among other services, manage the Fund, coordinate the payment of the subscription price from investors and negotiate, fund and administer the Borrower Entity Loan. The Fund’s future success will depend on the continued service of the members of the Board and the management team of CIX Capital GP, CIX Capital and Borrower Entity. The departure of any of the principals could have a material adverse effect on the Fund’s ability to achieve its investment objectives. The principals of CIX Capital GP and CIX Capital have not entered into employment or non-compete agreements with CIX Capital GP or CIX Capital. Neither CIX Capital GP nor CIX Capital has purchased “key man” life insurance with respect to their principals.

***CIX Capital GP and CIX Capital and their principals may engage in other investment activities, which could reduce the amount of time and effort that they devote to the Fund.***

The Governance Documents and the Investment Management Agreement do not restrict the right of CIX Capital GP or CIX Capital or their principals and affiliates to carry on other business activities, including other investment activities which compete with the Fund's business. In addition, such agreements do not specify a minimum amount of time that the members of the Board, CIX Capital GP or CIX Capital or their principals must devote to managing the Fund. The members of the Board, CIX Capital GP and CIX Capital and their principals will have responsibilities in connection with their roles as principals and officers of other entities. The ability of these parties to engage in these other business activities could reduce the time and effort they spend on the Fund's business, which could negatively impact the Fund's performance.

***The Fund may enter into contracts with Affiliates and other related parties, which raises the potential for conflicts of interest.***

The Fund may enter into relationships and/or agreements, contractual and otherwise, with affiliated or related entities, in which CIX Capital GP or CIX Capital or their affiliates may be interested, through common ownership or otherwise. These arrangements include contracts for property management, rental and brokerage. Such relationships raise the potential for conflicts of interest. See "Management - Conflicts of Interest."

***The members of the Board and of the management teams of CIX Capital GP and CIX Capital are currently engaged in other investment activities and expect to engage in additional investment activities in the future. As a result, they may face conflicts of interest.***

Members of the Board and of the management teams of CIX Capital GP and CIX Capital are currently engaged in a variety of investment activities for their own account and for the account of other investment funds managed by them, and they expect to continue to engage in such activities in the future. As a result of these activities, the members of the management teams will be subject to conflicts of interest. The management teams are not prohibited from engaging in other business ventures and activities, including the management of competing properties, and real estate investments which are competitive with the Properties. See "Management - Conflicts of Interest."

***The liability of CIX Capital GP, CIX Capital and Borrower Entity will be limited under the governing documents and agreements of the Fund and the Borrower Entity and their respective direct and indirect subsidiaries, and the Fund will agree to indemnify CIX Capital GP and CIX Capital against certain liabilities, which may lead them to act in a riskier manner on behalf of the Fund than they would when acting for their own account.***

Pursuant to the governing documents and agreements of the Fund, the members of the Board, CIX Capital GP and CIX Capital and their principals and employees will not be liable to the Fund for their acts, unless they constitute fraud, bad faith, gross negligence or willful misconduct. The Fund has agreed to indemnify, defend and protect the members of the Board, CIX Capital GP and CIX Capital and their principals and employees with respect to all damages, liabilities, costs and expenses resulting from their acts which do not constitute fraud, bad faith, gross negligence or willful misconduct. These protections may



lead the members of the Board, CIX Capital GP and CIX Capital to act in a riskier manner when acting on behalf of the Fund than they would when acting for their own account.

***The Fund will be managed and controlled by CIX Capital GP, and investors will have no control over the Fund's management.***

CIX Capital GP is the Class A Stockholder of the Fund and as the sole holder of voting rights over the Fund. Consequently, CIX Capital GP will have the exclusive right to elect the members of the Board, who will manage and conduct the business and affairs of the Fund. CIX Capital, in its capacity as the Investment Manager, will provide certain management services to the Fund pursuant to the Fund Management Agreement. The Securities which are offered to investors in this offering are non-voting, and do not bestow any right to participate in the management, operation, and/or administration of the Fund.

### **Risks Related to this Offering**

***The Fund's ability to invest in the Properties depends upon the ability of its investors to pay the subscription price for their Securities. In the event any investor fails to pay for its Securities, the Fund's ability to invest in the Properties could be adversely affected and the Fund could be exposed to claims from other parties due to the Fund's failure to make proposed investments.***

Investors will be required to pay the subscription price for their Securities in the amounts and at the times determined by the Fund. Proceeds from the issuance of Securities will be used by the Fund for the Loan or to pay expenses of the Fund. In the event that any investor fails to pay for its Securities, the Fund's ability to make Borrower Entity Loans or pay expenses could be adversely affected. Furthermore, such failure may subject the Fund to breach of contract claims from third parties.

***In the event that an investor fails to pay for its Securities when required, the Fund may take a variety of actions against the investor, including forfeiture of the investor's Securities.***

The failure of an investor to pay for its Securities is an Event of Default under the Subscription Agreement. Upon the occurrence of such Event of Default, the Fund may, in its discretion, exercise one or more remedies against the defaulting investor, including causing the defaulting investor to forfeit all or a portion of its Securities in the Fund.

***An investor's ability to transfer the Securities is restricted under the terms of the Governance Documents.***

The holders of Class B Stock may not sell, transfer, assign or encumber any part of their Securities without the consent of the Class A Stockholder. In no event may Securities be transferred to U.S. citizens or residents. As a result, the rights of a holder of Class B Stock to transfer its Securities is subject to significant limitations.

***An investor's ability to transfer its Securities is restricted under securities laws. Each investor should be aware that it may be required to bear the financial risk of an investment in the Securities for an indefinite period of time.***

The Fund has offered the Securities in reliance upon exemptions from registration under the Securities Act for an offer and sale of securities that does not involve a public

offering and that is not made to citizens and residents of the U.S. The Securities have not been registered under the Securities Act or under any securities laws and may not be resold except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the Securities Act and applicable securities laws. Securities may not be transferred to U.S. citizens or residents. Each investor should be aware that it may be required to bear the financial risk of an investment in the Securities for an indefinite period of time.

***An investment in the Fund is subject to certain tax risks.***

The income tax aspects of an investment in the Fund are complicated and each investor should have such tax aspects reviewed by professional advisers familiar with the investor's personal tax situation and with the tax laws and regulations applicable to the investor and investments in U.S. real property. The Fund is not intended and should not be expected to provide any tax shelter.

**Certain United States Tax Considerations**

Each investor's investment in the Fund is subject to certain U.S. income tax risks, which include the following:

- IRS classification of the Subsidiary Property Owners as an association taxable as a corporation for federal tax purposes;
- Allocation of taxable income to the Fund and Borrower Entity without cash distributions to such Borrower Entity, and/or IRS challenges to the allocation provisions used by any Subsidiary;
- Limitations on the ability of the Fund, Borrower Entity or any Subsidiary Property Owner to deduct passive losses and/or certain other expenses allocated to such Borrower Entity or any Subsidiary Property Owner;
- Limitations on the ability of the Fund or the Borrower Entity to deduct interest paid on the Note;
- Imposition of withholding tax at the rate of 30% on interest paid on the Portfolio Note;
- Changes in the wording, interpretation, or application of current tax laws, regulations, and rules affecting the Fund, the Borrower Entity and its subsidiaries, and/or the investors; and
- IRS or state audit of the tax or information returns filed by the Borrower Entity and its subsidiaries which could result in a corresponding adjustment affecting the Fund, the investors and their tax liability, including interest and penalties.

The investors will receive interest payments from the Fund. Foreign persons generally are subject to a 30% withholding tax (or lower rates under an applicable income tax treaty between the United States and the beneficial owner's country of residence) on all U.S. sourced passive-type income (including interest) that is not effectively connected to a U.S. trade or business. Non-U.S. investors are expected to earn income from the Fund either by way of dividends, distributions in liquidation of the Fund after the Borrower Entity Loan has been



satisfied in full, interest payments, or by the sale of their Securities. Dividends paid by entities that are taxed as corporations for U.S. federal income tax purposes and that are U.S. persons, such as the Fund, are generally U.S. source income. Thus, dividends paid to the Non-U.S. investors by the Fund would be U.S. source income and would be subject to U.S. withholding tax. The Fund does not believe that the equity investment made in the Fund will cause the investor to have any U.S. tax liability or cause the investor to file any tax returns in the U.S., as it is the Fund's intention to distribute all of its assets only in complete liquidation after the Borrower Entity Loan has been satisfied in full, including any proceeds from distributions by the Borrower Entity relating to a payoff of the after the Borrower Entity Loan Fund. Consequently, the liquidating distribution would be treated as capital gain realized by the Non-U.S. investors on the disposition of shares in a corporation that would not be treated as a so-called U.S. Real Property Holding Company after such payoff, and, as such, would not be subject to U.S. federal income taxation. Any disposition of the Class B Stock prior to the payoff of the Borrower Entity Loan could subject any realized gain to U.S. income tax and the proceeds of such disposition could be subject to withholding tax pursuant to the so-called Foreign Investment In Real Property Tax Act.

The Fund does not believe that a loan made by the holder of shares of Class B Stock to the Fund will rise to the level of a U.S. trade or business (or that it would be attributable to a U.S. trade or business)). However, interest income attributable to a portfolio debt instrument is exempt from U.S. federal income taxation (the "portfolio interest exemption"). The portfolio interest exemption applies to: (1) interest payable outside the U.S. on bearer obligations that are designed to ensure that they are transferable only to non-U.S. persons and that bear a legend indicating there are limitations on any U.S. person holding such obligation, and (2) interest payable on an obligation that is issued in registered form and with respect to which the U.S. withholding agent (generally the issuer of the obligation) receives a prescribed statement that the beneficial owner of the obligation is not a U.S. person. The debt instruments issued by the Fund to the holder of shares of Class B Stock will be registered obligations and therefore eligible for the portfolio interest exemption if all the other requirements are met (as discussed below).

There are two notable exceptions to the portfolio interest exemption, neither of which is applicable to the holders of shares of Class B Stock. First, the portfolio interest exemption does not apply to interest received by any shareholder of the corporate borrower who, directly or indirectly, owns at least 10% of the total combined voting power of all classes of stock of the corporate borrower entitled to vote (a "10% shareholder"). The holders of shares of Class B Stock should be considered 10% shareholders of the Fund, as they will not own any voting rights. Accordingly, the Fund does not expect that any such persons will constructively own (under applicable ownership attribution rules) 10% or more of the voting interests of the Fund.

Second, the portfolio interest exemption is also unavailable for contingent interest. Interest is considered to be contingent if determined with reference to: (1) receipts, sales, or other cash flow of the debtor; (2) income or profits of the debtor; (3) change in value of any property of the debtor; or (4) any dividend or partnership distribution made by the debtor or a related person. Because the interest payments to the holders of shares of Class B Stock will be based on a fixed interest rate, the interest should be viewed as non-contingent interest.

Even if the portfolio interest exemption would otherwise apply, the "debt versus equity" classification rules may result in the re-characterization of interest payments as distributions on equity, which would not qualify for the portfolio interest exemption. The IRS may re-characterize debt instruments as equity (i.e. stock) such re-characterization would be

based on the following general factors: (1) whether there is a written unconditional promise to pay on demand, or at a specified date, a sum certain along with a fixed rate of interest; (2) whether the debt is subordinate to, or has a preference over, any other indebtedness of the corporation; (3) the borrower corporation's ratio of debt to equity; (4) whether the debt is convertible to stock; and (5) whether the debt is held pro rata to equity interests. If debt is re-characterized as equity, purported interest payments made by the debtor (including past interest payments) would be re-characterized as dividends, and as such would be subject to U.S. withholding tax at 30% (reduced by any applicable income tax treaty). Any payments made prior to the time the IRS re-characterizes the purported debt would not just give rise to a tax liability, but could also result in interest and penalties for non-payment of tax.

There are several factors favoring debt treatment with respect to the Loan: (1) the Loan will be made pursuant to a binding written obligation requiring repayment along with a fixed rate of interest, (2) the debt will not be convertible into interests of the borrower, the Fund, and (3) the right to repayment of the holders of shares of Class B Stock will not be subordinate to the rights of any general creditors of the Fund. Considering the totality of the circumstances, the Fund does not believe that the debt investment made in the Fund will cause the investor to have any U.S. tax liability or cause the investor to file any tax returns in the U.S. as the Fund believes that the debt should be treated as debt rather than re-characterized as equity and will treat it as debt for all U.S. federal income tax purposes.

**THESE TREASURY REGULATIONS ARE COMPLEX, AND THE COMPANY URGES PROSPECTIVE INVESTORS TO CONSULT THEIR OWN TAX ADVISORS AS TO THE EFFECT THAT THESE TREASURY REGULATIONS MAY HAVE ON THEIR INVESTMENT IN THE COMPANY.**

### **General Risks of Investments in Real Estate**

*The Fund's operating results may be affected by economic and regulatory changes that have an adverse impact on the real estate market in general, and the Fund cannot assure investors that it will be profitable or that it will realize growth in the value of its investments.*

The Fund's operating results will be subject to risks generally incident to the ownership of real estate, including:

- changes to the federal low-income housing tax credit program, as well as the overall economic environment and funding of affordable housing programs;
- changes in general economic or local economic conditions;
- changes in supply of or demand for similar or competing properties in an area;
- changes in interest rates and availability of permanent mortgage funds which may render the sale of a property difficult or unattractive;
- changes in creditworthiness and other underwriting standards applied by lenders to borrowers seeking mortgage financing;
- physical damage to the Properties, caused by natural disasters or other casualties, which may not be covered by insurance;

- changes in tax, real estate, environmental and zoning laws; and
- periods of high interest rates and tight money supply.

For these and other reasons, the Fund cannot assure investors that it will be profitable or that it will realize growth in the value of the Properties or its other assets.

Furthermore, the military conflict between Russia and Ukraine may increase the likelihood of supply interruptions and further hinder the Borrower Entity's ability to find materials needed to make commence or finalize any construction or renovations in the Properties. Supply disruptions are making it harder for businesses to find favorable pricing and reliable sources for the materials needed for construction, putting upward pressure on business's costs and increasing the risk that the Borrower Entity may be unable to acquire the materials and services needed to commence or continue construction on the Properties.

***Distributions to investors and the market value of the Properties could be adversely affected by the geographic concentration of the Properties.***

Distributions to the investors and the market value of the Properties could be adversely affected by economic conditions in the regions where the Properties are located, conditions in the real estate markets where the Properties are located, changes in governmental rules and fiscal policies, acts of nature, including earthquakes, floods, pandemics and epidemics, and hurricanes (which may result in uninsured losses) and other factors which are beyond the control of the Fund. The economy of any area in which a Property is located may be adversely affected to a greater degree than that of other areas of the United States by certain developments affecting industries concentrated in such state or region. Moreover, in recent periods, several regions have experienced significant downturn in the market value of real estate. A decline in general economic conditions in the regions in which the Properties are located could result in a decrease in residential property, housing or consumer demand in those regions, and the income from and market value of the Properties may be adversely affected.

***The Fund could incur increased risks associated with concentration of investments in particular types of properties.***

A concentration of property types can increase the risk that a decline in the income or value of a particular type of property would have a disproportionately large effect on the Fund's income and its ability to make distributions to its investors. The Fund intends to invest only in multifamily residential properties.

***The Fund will be subject to risks of competition from other properties.***

There could be an oversupply of properties of the same type in the area where the Properties are located. The leasing of real estate is highly competitive in terms of price, location and the nature and condition of the facility to be leased. The Fund will compete with all landlords and developers of comparable types of properties in the areas where the Properties are located. Such landlords or developers may have lower rental rates, lower operating costs, more favorable locations or better facilities. Increased competition could adversely affect the Fund's income from, and the market value of, the Properties. If any of the Properties are located in areas where there is construction of new properties of a similar type, this new construction may have an adverse impact on the current market rents in the area and, as a

result, there is no assurance that any such Properties would meet their projected net operating income.

***The Borrower Entity may be unable to sell a Property or a tax credit if or when it decides to do so, which could adversely impact its ability to pay cash distributions to investors.***

The real estate market is affected by many factors, such as general economic conditions, availability of financing, interest rates and other factors, including supply and demand, that are beyond the Fund's control. The Fund cannot predict whether the Borrower Entity will be able to sell any Property for the price or on the terms agreed upon by the Fund, or whether any price or other terms offered by a prospective purchaser would be acceptable to the Fund. The Fund cannot predict the length of time the Borrower Entity would need to find a willing purchaser and to close the sale of a Property. If the Borrower Entity is unable to sell a Property when the Borrower Entity determines to do so, it could have a significant adverse effect on the Fund's cash flow and results of operation.

***The Fund may not liquidate its investments, and distribute sales proceeds to investors, until four (4) years after the Initial Closing, and this period may be extended for up to one more year. The Securities are an illiquid investment and investors may not receive the proceeds from this investment for several years.***

The Fund expects to own and manage its investments for a period of up to four (4) years after the Initial Closing. The Fund may extend this period for up to one year, if it determines that such extension would result in more favorable returns to the Fund. Therefore, the Securities are an illiquid investment, and investors' capital will be invested in the Fund for an indefinite period of time.

***Uncertain market conditions relating to the future disposition of Properties by the Borrower Entity could adversely affect the Fund's return on its investment.***

The Fund cannot predict with any certainty the various market conditions affecting real estate investments that will exist at any particular time in the future. Due to the uncertainty of market conditions that may affect the future disposition of the Properties, the Fund cannot assure investors that the Properties will be sold by the Borrower Entity at a profit in the future. Accordingly, the extent to which an investor will receive cash distributions and realize potential appreciation on the Fund's real estate investments will depend upon fluctuating market conditions.

***Real estate is generally illiquid and revenue and value may be dependent on conditions beyond the Borrower Entity's control.***

Real estate investments, including the anticipated Property investments, are relatively illiquid and some or all of the Properties are expected to be substantially illiquid until the LIHTC are received at or near closing of the financing transactions. Consequently, the ability of the Borrower Entity to respond to changes in economic and other conditions affecting the performance of the Properties will be limited. Because real estate, like many other types of long-term investments, historically has experienced significant fluctuation and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of one or more Properties. The underlying value of any Property and the Borrower Entity's income are dependent upon the ability of the Borrower Entity to develop and ultimately operate the Property in a manner sufficient to generate, maintain or increase revenues in excess of operating expenses and debt service and on the ability of the lessees of the Property to make rent payments.

If the Property does not generate revenues sufficient to meet operating expenses, including debt service and capital expenditures, the Borrower Entity's cash flow will be adversely affected. Revenues may be adversely affected by several factors beyond the control of the Borrower Entity, including: (i) adverse changes in national or local economic conditions; (ii) competition from other property offering the same or similar services; (iii) changes in interest rates and in the availability, cost and terms of financing; (iv) the impact of present or future environmental legislation and compliance with environmental laws or of environmental remediation; (v) the ongoing need for capital improvements; (vi) changes in real estate tax rates and other operating expenses; (vii) adverse changes in governmental rules and fiscal policies; (viii) civil unrest; (ix) acts of God, including earthquakes, hurricanes and other natural disasters (which may result in uninsured losses); (x) acts of war or terrorism (which may result in uninsured losses); (xi) adverse changes in zoning laws; and (xii) other factors beyond the control of the Borrower Entity in whole or in part.

***One or more Properties may fail to meet performance expectations; Investors should carefully consider inherent uncertainty of financial projections.***

A number of factors could prevent any Property from performing as expected. The Borrower Entity's investments in Properties are primarily expected to be primarily in the predevelopment phase where the costs are heavily concentrated on planning and permitting and less on construction and operation. Estimates of future income, expenses and the costs of improvements necessary for the Borrower Entity to operate any Property as originally intended may prove to be inaccurate. In addition, it is expected that the cash flow from such Property will be minimal or non-existent during the period prior to the concluding financing transaction with the ultimate LIHTC investors at the time when the Borrower Entity is expected to exit its investment in the Property. As such, we cannot provide any assurance that cash flow or profits will be generated by each Property and may result in the inability to pay anticipated distributions to Investors with respect to such Property.

Management of the Borrower Entity has determined, and may continue to refine, the appropriate capital structure for each Property based upon financial projections for each Property. Projected operating results will normally be based primarily on management's judgments. In all cases, projections are only estimates of future results based upon assumptions made at the time the projections are developed. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the projections. There can be no assurance that the Borrower Entity will achieve its investment objectives or targeted returns, and there can be no guarantee that capital contributed by Investors will be returned. There can be no assurance that the targeted internal rate of return to Investors will be achieved. However, the internal rate of return may vary depending on the timing and duration of Investor funding of principal commitments.

***Competition for suitable Properties.***

Competition for prospective Properties may increase the cost of acquiring those Properties, may result in the inability to acquire certain prospective Properties or may result in an inability to achieve the expected investment program of the Borrower Entity.

***Development costs for abandoned Properties.***

The primary investments by the Borrower Entity in Properties will be in the predevelopment phase, including acquiring rights to purchase properties and planning and

permitting designed to lead to construction or rehabilitation of properties for the ultimate intended use of the real estate. To the extent that the Borrower Entity Manager determines that any Property cannot obtain LIHTC investors or otherwise attract relevant financing to allow the Borrower Entity to exit its investment in the Property, the predevelopment costs invested in that Property may be written off as a loss for the Borrower Entity.

***Tenor of the Borrower Entity Notes may not align with sale of Properties.***

The Borrower Entity Notes will have a maturity of two (2) years with an optional one (1) year extension. The Borrower Entity Notes also have a non-call feature which means that the Borrower Entity Notes cannot be repaid prior to eighteen (18) months from issuance. Given the expected holding period of each Property, it may not be practicable for the Borrower Entity Manager to time the return of capital (through the sale of the Properties) to coincide with the permitted or expected period for repayment of the Borrower Entity Notes. As a result, the Borrower Entity Manager may seek to repay Borrower Entity Notes after the non-call period, but before the maturity of the Borrower Entity Notes. Alternatively, the Borrower Entity Manager may determine to reinvest available capital as permitted which may mean that final liquidity to Investors is not available until after the Borrower Entity Notes have matured. While the Borrower Entity Manager intends to manage the potential timing issues efficiently, there is no guarantee that the Borrower Entity Manager will succeed in managing these issues in a way that is beneficial, from a timing or return perspective, for Investors.

***Conflict of interest arising from Borrower Entity Manager holding membership interests.***

Because the Borrower Entity Manager will hold an economic residual interest in the Borrower Entity, the Borrower Entity Manager will have an incentive to seek returns on the Properties in excess of the fixed rate payable on the Borrower Entity Notes. As a result, the Borrower Entity Manager may be more aggressive in investing the capital of the Borrower Entity than it would be if it had no economic incentive to maximize the returns of the Borrower Entity. As a result, if the Borrower Entity takes on greater risk, there is an increased probability of the Borrower Entity suffering losses that could impact the timing or total returns on the Borrower Entity Notes.

***Characterization of the Borrower Entity Notes for U.S. Federal Income Tax Purposes.***

In general, the characterization of an instrument for U.S. federal income tax purposes as debt or equity by its issuer as of the time of issuance is binding on a holder. An issuer's characterization, however, is not binding on the IRS. Thus, there can be no assurance that the IRS would not contend, and that a court would not ultimately hold, that the Borrower Entity Notes constitute indebtedness for U.S. federal income tax purposes. The determination of whether a Note is equity or indebtedness for U.S. federal income tax purposes depends on the facts and circumstances at the time that the Note is issued, including whether the issuer is undercapitalized. Recharacterization of the Borrower Entity Notes as debt for U.S. federal income tax purposes would be expected to affect the timing and character (but not the overall amount) of a Noteholder's income from the Borrower Entity Notes. Investors should consult their tax advisors regarding the tax rules that would apply if Borrower Entity Notes held by them were recharacterized as debt by the IRS.

***Phantom Income.***



If the Borrower Entity Notes are recharacterized for tax purposes as debt, each Noteholder will be subject to tax on accrued stated interest and any other amount constituting original issue discount (“OID”), regardless of whether any cash payments have been made on the Borrower Entity Notes.

***Distributions in excess of net operating income.***

The amount of the net cash flow generated by any Property (which is expected to be primarily the sale proceeds of such Property) may be more than or less than the amounts necessary to distribute to Noteholders from time to time. The Borrower Entity Manager expects to determine the amount of the distribution considering the amount of funds on hand for reasonable working capital needs of the Company, including reserves for future Company obligations. While the Borrower Entity Manager attempts to maximize the amount of such distributions, there can be no assurance that distributions will be made in any amounts or that once made future distributions of the same percentage return on capital will be made.

***Developer Fee projections are subject to various considerations beyond the control of the Borrower Entity or the Borrower Entity Manager.***

The Borrower Entity Manager has developed and will maintain the Developer Fee projections that are intended to provide an indication of the total sources of proceeds and funds to repay the Borrower Entity Notes and the fixed return. Those projections are based on forward-looking assumptions and circumstances that are beyond the control of the Borrower Entity, the Borrower Entity Manager or any of their affiliates. For a variety of reasons, the projected amounts may not be received or may be received over a longer time period than expected. Accordingly, the projections may ultimately not provide the protection contemplated by investors or may be realized over a time period which results in the Borrower Entity failing to make payments or payments that are made after the stated maturity of the Borrower Entity Notes.

**Legal and Other Considerations**

***The Borrower Entity is newly formed.***

The Borrower Entity is newly formed and has a limited history of operations. There can be no assurance that the Borrower Entity will achieve its investment objective. The past investment performance of the management team may not be indicative of the future results of an investment in the Borrower Entity.

***Investment returns on Borrower Entity Notes is limited to the fixed return.***

Because the nature of the investments held by each of the Noteholders and the Borrower Entity members are different, the returns to those Investors are likely to differ. The terms of the fixed-rate debt component of the Borrower Entity Notes, and in particular the rate of interest, have been set at a reasonable market rate that the Borrower Entity Manager believes is likely to achieve an investment return to Noteholders that is similar to the investment return realized by Borrower Entity members. The exact returns will be determined by the performance of the investments in the Properties.

To the extent that the overall return of the Borrower Entity is insufficient to achieve a roughly equal return to both the Noteholders and the Borrower Entity members, investors should expect that the return to the Noteholders will be greater than the return to the Borrower Entity members. The Borrower Entity Notes will be repaid in full before payments on the Borrower

Entity membership interests as the Borrower Entity Notes will rank senior in priority to the Borrower Entity membership interests. Returns on the portfolio of Properties that fall short of return expectations may negatively impact the Noteholders.

***Past performance is not necessarily indicative of future results.***

In considering the investment performance of the Borrower Entity Manager and its affiliates and the investment opportunity set forth in this memorandum, prospective Investors should bear in mind that past performance and projected future performance are not necessarily indicative of future results, and there can be no assurance that the Borrower Entity will achieve comparable or projected results or that the Borrower Entity will be able to implement its investment strategy and investment approach or achieve its investment objective.

***Conflicts of interest.***

General. Prospective investors should be aware that there will be situations where the Borrower Entity Manager, the Borrower Entity sponsor and their respective affiliates may encounter actual or potential conflicts of interest in connection with the Borrower Entity. On any issue involving conflicts of interest, each of the Borrower Entity Manager and the Borrower Entity sponsor will be guided by its good faith judgment in determining what courses of action are in the best interests of the Borrower Entity, in addition to any relevant law or applicable regulation. In the event that any matter arises that the Borrower Entity Manager determines in its good faith judgment constitutes an actual conflict of interest, the Borrower Entity Manager may take those actions that may be necessary or appropriate, in accordance with applicable laws and regulations and the Borrower Entity documents, to ameliorate the conflict of interest, and in taking such actions the Borrower Entity Manager will be relieved of any and all responsibilities or liabilities for the conflict of interest, to the extent permissible under any applicable laws.

Each of the Borrower Entity sponsor and the Borrower Entity Manager is subject to a number of actual and potential conflicts of interest arising from the involvement by personnel of the Borrower Entity sponsor and the Borrower Entity Manager and those affiliates with other investment funds (including the Parallel Investment Vehicles), some of which may have similar investment objectives to those of the Borrower Entity. Neither the Borrower Entity sponsor nor its managers, officers or affiliates, are required to devote full time to the Borrower Entity's business, and each devotes time to other pursuits and business activities, including to the Parallel Investment Vehicles. As a result, these persons may have conflicts allocating their time between the Borrower Entity's business and such other activities. The Borrower Entity Manager, the Borrower Entity sponsor and their respective affiliates (including the co-investment funds) shall be entitled to enter into transactions that may be competitive with the Borrower Entity, it being expressly understood that they may enter into transactions that are similar to the transactions into which the Borrower Entity may enter. In situations in which the Borrower Entity invests in Property in conjunction with affiliates of the Borrower Entity sponsor (including the co-investment funds), the Borrower Entity Manager will endeavor to allocate the investment opportunity in a fair and equitable manner, but there is no assurance that such allocation will in fact be fair and equitable or that any allocation determined in the Borrower Entity Manager's discretion will prove to have been in the best interest of the Borrower Entity.

The Borrower Entity Manager, the Borrower Entity sponsor and their respective affiliates may lend money to and transact other business with the Borrower Entity. Their rights and obligations as a lender to or a counterparty that transacts business with the Borrower Entity are the same as those of a person who is not a manager or affiliate, in each case subject to any



applicable law. In addition, affiliates of the Borrower Entity parent company may provide services to the Borrower Entity. Although the Borrower Entity Manager will endeavor to ensure that any such services are provided on terms to the Borrower Entity that is no less favorable than terms the Borrower Entity Manager believes could be obtained in the relevant market between unaffiliated parties, there can be no assurance that the Borrower Entity will obtain the services at the best price or on the most favorable terms available.

*Cross Transactions.* The Borrower Entity sponsor may determine that it would be in the best interests of the Borrower Entity and one or more Parallel Investment Vehicles or other affiliates to transfer an asset from one entity to another (each such transfer, a “Cross Sale”) for a variety of reasons, including, without limitation, tax purposes, liquidity purposes or to reduce transaction costs that may arise in an open market transaction. If the Borrower Entity sponsor decides to engage in a Cross Sale, the Borrower Entity sponsor will determine that the sale is in the best interests of both of the entities involved on terms reasonably determined to approximate the terms that might have been achieved in a transaction between unaffiliated parties.

*Expenses.* The Borrower Entity sponsor may incur common costs and expenses for goods and services that may be utilized by one or more Parallel Investment Vehicles and the Borrower Entity (e.g., legal research, service provider costs). The Borrower Entity sponsor will seek to allocate these costs and expenses fairly and equitably among such Parallel Investment Vehicles and the Borrower Entity; however, it is not always possible for such costs to be allocated on a pro rata basis among all clients benefiting from the product for which such costs and expenses were incurred. Generally, costs and expenses related to products utilized by one or more Parallel Investment Vehicles and the Borrower Entity will be allocated among such entities according to their respective assets under management at the time such costs are incurred, and thus certain clients may benefit subsequently from products that were previously paid for by such Parallel Investment Vehicles and the Borrower Entity. The Borrower Entity sponsor will not seek retroactively to reallocate costs away from its clients, including the Borrower Entity, which may have paid for a product that has been subsequently utilized by one or more Parallel Investment Vehicles.

***No market for Borrower Entity Notes.***

Sales of the Borrower Entity Notes will not be registered under the Securities Act of 1933, as amended, or any other securities law of any jurisdiction and will not ordinarily be transferable. Generally, the Borrower Entity Notes may not be transferred, pledged or otherwise encumbered other than in accordance with the terms and limitations of the Borrower Entity operating agreement. There is no market for the Borrower Entity Notes and none is expected to develop. Therefore, each prospective Investor must consider its investment to be illiquid for the duration of the investment.

***Limited role of placement agent; no underwriter; Investor’s investment decision.***

One or more placement agents may act as the non-exclusive placement agents for the Borrower Entity in connection with the offering of the Borrower Entity Notes. The placement agents are expected to be entitled to receive a fee from the Borrower Entity for acting in such capacity. The offering price for each of the Borrower Entity Notes was determined by the Borrower Entity. Neither the placement agent nor any underwriter determined the offering price. Neither any placement agent nor any underwriter has conducted any independent assessment of the offering price or confirmed the adequacy or accuracy of any of the information contained in this memorandum.

Investors should consult with their own attorneys and investment, accounting, regulatory and tax advisors to determine the consequences of an investment in the Borrower Entity Notes in order to establish an independent evaluation of such investment. In making a decision to invest in Borrower Entity Notes, Investors must rely on their own examination of the Borrower Entity Notes and the terms of the offering, including the merits and risks involved.

***Passive investment; no management control.***

Investors will have no right to control any of the business and affairs of the Borrower Entity other than with respect to certain consent rights in the limited circumstances in which the Borrower Entity has failed to perform as expected. Investors could disagree with actions taken by the Borrower Entity Manager. Actions taken by the Borrower Entity Manager will be intended for the general benefit of the Borrower Entity and its members and lenders. There can be no assurance that any such action will be with agreement by or further the interests of any particular Investor. In addition, prospective Investors will not be able to evaluate for themselves the merits of any particular investment in a Property prior to or after such Investor's investment in the Borrower Entity or prior to or after the Borrower Entity's investment in such Property, nor will Investors be entitled to participate in any manner in the decisions regarding the purchase, development, financing or divestiture of assets or interests.

The Borrower Entity Manager may amend the Borrower Entity operating agreement from time to time without the consent, approval or other authorization of, or notice to, any of the Noteholders. Furthermore, decisions covered by the plenary authority granted to the Borrower Entity Manager under the Borrower Entity operating agreement include (i) the making of additional capital calls; (ii) any distributions to Investors other than as expressly required under the operating agreement and the Borrower Entity Notes; (iii) the approval of transfers of any Borrower Entity Note; and (iv) dissolution of the Borrower Entity. The matters on which Noteholders have limited consent rights may also provide for deemed consent without any need for the Borrower Entity or the Borrower Entity Manager to obtain any response from the Noteholders. Additional conflicts of interest may arise as a result of the Borrower Entity Manager holding all of the membership interests. See **"Risk Factors—Investment Activity Risks—Conflict of interest arising from Borrower Entity Manager holding membership interests."**

***Dependence on the Borrower Entity sponsor and the Borrower Entity Manager.***

The success of the Borrower Entity depends in substantial part upon the skill and expertise of the senior management of the Borrower Entity sponsor, the Borrower Entity Manager and other members of their management teams. However, there can be no assurance that such persons, including the principals of the Borrower Entity sponsor and the Borrower Entity Manager, will continue to be associated with, or make significant contributions of time and effort to, the Borrower Entity and/or the Borrower Entity sponsor or the Borrower Entity Manager throughout the life of the Borrower Entity, and the loss of one or more of those persons or other key personnel could have a material adverse effect upon the Borrower Entity.

***Lack of Information about Properties and other investments.***

The Borrower Entity Manager expects to provide Investors with periodic reports regarding the Borrower Entity's activities. Investors should be aware that the Borrower Entity Manager and the Borrower Entity may be subject to confidentiality agreements that limit the amount of information that the Borrower Entity Manager may disclose about its investments,

and that the Borrower Entity documents impose certain confidentiality obligations on the Investors.

***Distributions in Kind.***

Although, under normal circumstances, the Borrower Entity is required to make distributions in cash, it is possible that following the dissolution of the Borrower Entity, in-kind distributions could consist of assets for which there is not a readily available public market.

***Indemnification.***

In carrying out its duties as the Borrower Entity Manager of a Borrower Entity, the Borrower Entity Manager is required to act in good faith and with a degree of care that an ordinarily prudent person in a similar position would use under similar circumstances. Each Borrower Entity will indemnify and hold harmless the Borrower Entity Manager against any loss, damage or expense incurred by it in connection with such Borrower Entity's business, except to the extent such loss, damage or expense arises from the Borrower Entity Manager's failure to perform its duties in accordance with the standard set forth in the relevant Borrower Entity operating agreement.

***Failure to make contributions.***

If Investors fail to make required contributions when due, the Borrower Entity's ability to acquire, develop or operate any Property may be substantially impaired or precluded. Any Investor who defaults in making a required contribution will be subject to certain economic consequences pursuant to the provisions of the Borrower Entity operating agreement or the Borrower Entity Notes, as applicable. Investors should carefully review the relevant provisions as any default in the obligation to make required contributions may have a substantial negative impact on the Investor's interests in the Borrower Entity.

***Forward-Looking Statements.***

The statements contained in this Memorandum that are not historical facts are forward-looking statements. These forward-looking statements are based on current expectations, beliefs, assumptions, estimates and projections about the industry and markets in which the Borrower Entity expects to operate. Words such as "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," variations of such words and other similar expressions identify such forward-looking statements. Forward-looking statements contained in this Memorandum, or other statements made for or on behalf of the Borrower Entity, either orally or in writing from time to time, are not guarantees of future performance and involve certain risks, uncertainties and assumptions which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. These statements include, among other things, statements regarding the Borrower Entity's intent, belief or expectations with respect to the target returns, internal rates of return and distributions to Investors.

Investors should not rely on forward-looking statements because they involve known and unknown risks, uncertainties and other factors which are, in some cases, beyond the Borrower Entity's control and may cause its actual results, performance or achievements to differ materially from anticipated future results, or the performance or achievements expressed or implied by such forward-looking statements.

While forward-looking statements in this Memorandum reflect the Borrower Entity's estimates and beliefs, they are not guarantees of future performance. The Borrower Entity has not undertaken and will not undertake to update any forward-looking statements to reflect changes in the underlying assumptions or factors, new information, future events or other changes.

Any pro-forma financial information contained in this Memorandum is based on the good faith estimates of the Borrower Entity and the Borrower Entity Manager and is not a representation or guarantee of the Borrower Entity's performance. The actual holding period for the Property may be longer or shorter than any scenario provided for in any pro-forma financial information contained in this Memorandum, and the Borrower Entity's performance is expected to vary from the pro-forma financial information in the event that the Borrower Entity substitutes or excludes any Property. In the event that the holding period for any Property is shorter, the internal rate of return may be higher. In the event that the holding period for any Property is longer, the internal rate of return may be lower. In the event that the Borrower Entity substitutes or excludes any Property the internal rate of return will vary. The determination of whether to sell any Property or to exclude or substitute a Property is at the sole discretion of the Borrower Entity Manager.

***Management and resources of the Borrower Entity.***

The Borrower Entities may be multiple and their identities and composition have not yet been finalized as of the date hereof. Accordingly, prospective investors should note that the Borrower Entities may have varying organizational structures and resources, and some or all may be recently formed entities with limited or no operating history. The officers and employees overseeing the operations of the Borrower Entities will devote only such time as they deem necessary for the conduct of the respective Borrower Entities' business. No officer or employee will be required to devote full time to any individual Borrower Entity, and conflicts of interest may arise in the allocation of management time and resources among the Borrower Entities and other related or unrelated business ventures.

***Securities Act of 1933; other applicable securities laws.***

The sale of the Borrower Entity Notes have not been and will not be registered under the Securities Act, the securities laws of any State in the United States or the securities laws of any other jurisdiction. The Borrower Entity does not intend to register the Borrower Entity Notes under such laws, unless required to do so. The Borrower Entity Notes offered hereby are being offered in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Regulation D and Regulation S promulgated thereunder and other exemptions of similar import in the laws of the states and other jurisdictions where the Borrower Entity Notes are being or may be offered.

***Lack of protections that would exist if the Borrower Entity were registered under the Investment Company Act.***

Neither the Borrower Entity nor the Borrower Entity Manager will be registered with the SEC as an investment company pursuant to the Investment Company Act in reliance upon one or more exemptions under the Investment Company Act. Accordingly, Investors will not be accorded the protections of the Investment Company Act. The Borrower Entity and the Borrower Entity Manager at all times intend to conduct their respective businesses so as not to become required to register as an investment company under the Investment Company Act. However, there can be no assurance that they will be able to do so. If either of the Borrower

Entity or the Borrower Entity Manager fails to qualify for an exemption from such registration, then such entity might be unable to conduct its business as described in this Memorandum, and such failure could have a material adverse effect on the Borrower Entity.

***Neither the Borrower Entity Manager nor the Borrower Entity sponsor will be registered as an investment adviser.***

The Borrower Entity sponsor is not currently registered, and is not required to register, as an investment adviser with either the SEC or any individual state in which it operates. The Borrower Entity sponsor currently intends to avail itself of and comply with exemptions from registration as an investment adviser under the Investment Advisers Act of 1940, as amended, although it is possible that such registration (or registration under comparable state laws) may be required in the future. If the Borrower Entity sponsor continues to remain unregistered as an investment adviser, it will not be subject to certain compliance, record-keeping and other obligations that could offer protections to the Borrower Entity's investors.

***Anti-money laundering and similar regulations.***

The Borrower Entity may be required to comply with Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**USA PATRIOT Act**”) and any relevant regulations and any other applicable United States or other laws or regulations, including regulations promulgated by the Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”). The Borrower Entity may be required to obtain a detailed verification of the identity of each Investor, the identity of any beneficial owner of any such Investor, and the source of funds used to subscribe for a Note. Each prospective Investor shall be required to represent that it is not a prohibited person (a “**Prohibited Person**”), as defined by the USA PATRIOT Act, United States Executive Order 13224, and other relevant legislation and regulations, including regulations promulgated by OFAC.

Should a prospective investor refuse to provide any information required for verification purposes, the Borrower Entity may refuse to accept a subscription. The Borrower Entity may request such additional information from prospective Investors as is necessary in order to comply with the USA PATRIOT Act, United States Executive Order 13224, and other relevant United States or other anti-money laundering legislation and regulations, including regulations promulgated by OFAC.

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## MANAGEMENT

### **CIX Capital GP and CIX Capital**

The Class A Stockholder of the Fund is CIX Capital GP. CIX Capital GP will have the exclusive right to vote on matters subject to the consent of the stockholders' and appoint the members of the Board of Directors of the Fund. Consequently, the Class A Stockholder will control the rights to appoint the persons that manage and conduct the business and affairs of the Fund.

Pursuant to the Fund Management Agreement, the Fund will engage CIX Capital to provide investment management services to the Fund, including financial advisory, investor relations, distributions, and negotiation and servicing of loans, among others. Further, CIX Capital may also assist the Fund in selling Securities.

CIX Capital GP and CIX Capital are each majority owned indirectly by Carlos Balthazar Nonato Summ, Eduardo Magalhães Fonseca, Marcelo Nelson Zogbi, Nelson Antonio Zogbi Jr. and Renato Zogbi.

### **Background of CIX Capital GP and CIX Capital Key Executives**

The key executives of CIX Capital GP and CIX Capital are Carlos Balthazar Nonato Summ, Eduardo Magalhães Fonseca, Marcelo Nelson Zogbi, Nelson Antonio Zogbi Jr. and Renato Zogbi. A summary of their background and experience is set forth below.

#### CARLOS BALTHAZAR SUMM

Carlos Balthazar Nonato Summ (known as Balthazar) is a recognized expert with over a decade of experience in the financial and real estate markets, specializing in investments in Brazil and the United States. As CEO of CIX Capital, Balthazar brings a robust foundation to his leadership role, having overseen the analysis of more than 1,000 investment opportunities across 34 cities, including São Paulo, Manaus, New York, and Miami. Under his guidance, the firm manages a portfolio exceeding R\$ 3.3 billion and has structured transactions totaling over R\$ 7.3 billion.

Academically, Balthazar holds a degree in International Relations with a focus on Economics from PUC-SP, a specialization in Real Estate Investments from Insper, a postgraduate qualification in Financial Markets from Saint Paul, and is a certified Board Member by the IBGC.

#### EDUARDO MAGALHÃES

Eduardo Magalhães Fonseca is a seasoned professional with extensive experience in financial and capital markets. He currently serves as an Independent Board Member and CEO of Grupo MAIZ. His career includes strategic roles such as CFO and Investor Relations Officer at Banco Pine S/A and Director of Real Estate Structuring at Mauá Capital (now JiveMauá).

Eduardo holds a degree in Industrial Engineering from FEI, a specialization in Business Administration from Fundação Getúlio Vargas (FGV), and a Master's degree in Finance from Birkbeck, University of London. His combination of academic credentials and hands-on experience positions him as a versatile professional across various industries.

#### MARCELO ZOGBI

Marcelo Nelson Zogbi is an accomplished executive with a diversified career and extensive



experience in business management. He is a Board Member of Grupo MAIZ, contributing his expertise in the retail sector, where he previously served as Director of Zogbi Retail Stores.

Marcelo holds a degree in Business Administration from Fundação Getúlio Vargas (FGV) and has furthered his education with specializations in Marketing and Finance from the same institution.

#### NELSON ZOGBI

Nelson Antonio Zogbi Jr. is a respected veteran in the field of real estate with over forty (40) years of experience in real estate and a distinguished career in the pulp and paper industry. His accomplishments include serving as Director of Ripasa Papel & Celulose, where he played a pivotal role in the company's expansion and strengthening by implementing strategies that drove sustainable growth and innovation.

Currently, Nelson serves as President of the Board for Grupo MAIZ, a prominent conglomerate of companies owned by the Zogbi family. He holds a degree in Civil Engineering from the Polytechnic School of the University of São Paulo (USP) and a specialization in Finance from Fundação Getúlio Vargas (FGV).

#### RENATO ZOGBI

Renato Zogbi is a seasoned executive with extensive experience in credit management. As a former Partner and Director of Banco Zogbi, he played a crucial role in credit allocation, particularly in the automotive segment, where the bank established itself as a leading financier in the sector.

Renato holds a degree in Mechanical Engineering from Mackenzie University and a specialization in Business Administration from Fundação Getúlio Vargas (FGV), combining a strong technical background with strategic business acumen.

#### **Fund Administrator**

The Fund will engage a third-party administrator ("Fund Administrator") to provide certain administrative services to the Fund. Fund Administrator will initially be CSC Group, with offices located at One Nexus Way, Camana Bay, Grand Cayman, Cayman Islands, KY1-9005. Fund Administrator provides specialized financial services to investment funds and other clients throughout the world. The services to be provided by Fund Administrator to the Fund include accounting, bookkeeping, calculation of management and incentive fees, and maintaining the register of stockholders for the Fund. Fund Administrator will charge the Fund its customary fees for such services (the "Administration Fee"). Investors may obtain a copy of the administration agreement upon request to the Fund.

#### **Conflicts of Interest**

CIX Capital GP, CIX Capital and their principals and affiliates are engaged in various business activities other than the Fund's business and expect to continue to be so engaged. Any of these persons may continue such activities or initiate new activities.

Ability to Engage in Competitive Activities. CIX Capital GP and CIX Capital and their principals and affiliates may engage independently or with others in other business ventures and activities of every nature and description, even though such ventures are competitive with the business of the Fund, including, without limitation, purchasing, selling or holding real estate

for the account of any other person or enterprise or for its or his own account, regardless of whether those types of properties are also purchased, sold or held for the account of the Fund. Neither the Fund nor any holder of shares of Class B Stock shall have any rights in and to such independent ventures and activities or the income or profits derived therefrom.

Engagement of Other Persons. The Fund may, from time to time, engage any person to render services to them on such terms and for such compensation as they may determine in their sole discretion, including, without limitation, attorneys, investment consultants, brokers or finders, property managers, independent auditors and printers. Such parties may be affiliates of CIX Capital GP or CIX Capital.

#### **Indemnification of CIX Capital GP and CIX Capital their affiliates**

The Fund has agreed to indemnify the Class A Stockholder, Class B Stockholders, the Investment Manager, the members of the Board, and each of their respective affiliates, members, partners, directors, officers, employees, and legal representatives, as applicable (collectively, the “Indemnified Parties”) against any and all claims, liabilities, damages and expenses incurred



by any Indemnified Party by reason of its activities on behalf of the Fund; provided, that an Indemnified Party will be entitled to indemnification only to the extent that such Indemnified Party's conduct did not constitute fraud, bad faith, gross negligence or willful misconduct.

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## PRIVACY POLICY

The Fund takes precautions to maintain the privacy of personal information concerning the Fund's current and prospective investors. These precautions include the adoption of certain procedures designed to maintain and secure such investors' nonpublic personal information from inappropriate disclosure to third parties. Federal regulations require the Fund to inform investors of this privacy policy.

The Fund collects nonpublic personal information about its investors from the following sources:

- Information the Fund receives from an investor in these subscription documents, other investment documents or other related documents or forms; and
- Information about an investor's transactions with the Fund, its affiliates, or others.

The Fund does not disclose any nonpublic personal information about its prospective, existing or former investors to anyone, except as permitted by law. The Fund restricts internal access to nonpublic personal information about its investors to those employees and agents of the Fund who need to know that information in order to provide services to its investors. The Fund may also disclose such information to third party lenders in order to service or process your interests in the Fund. The Fund may also disclose such information to service providers and financial institutions with which it has joint marketing arrangements.

## ACCESS TO INFORMATION

Prospective investors and their purchaser representatives are invited to contact the Fund to review any written materials or documents relating to the offering or the Fund, including any financial information available concerning the Fund, the Borrower Entity, its subsidiaries, or the Properties. The Fund will answer all inquiries from prospective investors relative to the offering and will provide additional information (to the extent that the Fund possesses such information or can acquire it without unreasonable effort or expense) necessary to verify the accuracy of any representations or information set forth in this memorandum. *Written inquiries should be directed to CIX Capital GP via email at [ri@cix.capital](mailto:ri@cix.capital).*

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## **FUND COUNSEL**

McLaughlin & Stern LLP have acted as counsel to the Fund in connection with this offering.

## **ISSUER**

**CIX Capital International Designated Activity Company**  
116 Mount Prospect Avenue  
Dublin 3  
Ireland

## **PROGRAMME STRUCTURER**

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Brazil

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140 Aldersgate Street  
London EC1A 4HY  
United Kingdom

## **BACK OFFICE AGENT AND CHARGED ASSETS REALISATION AGENT**

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Bermuda

## **PROGRAMME COORDINATOR**

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Cayman Islands

## **CALCULATION AGENT**

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United States

## **ISSUE AGENT AND PRINCIPAL PAYING AGENT**

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United Kingdom

## **LEGAL ADVISERS**

To the Issuer as to Irish law:

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To the Trustee as to Irish law:

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