

TERMS & CONDITIONS

In respect of an **Issue of up to 250,000 (Asset Backed) Exchange Traded Instruments** named **Haack Performance Asset Backed ETI** and having a Denomination *per unit* of €1000
ISIN MT0000871286
(the “Securities”)

by

Delta 1 SECURITIES PLC

A PUBLIC LIMITED LIABILITY COMPANY INCORPORATED UNDER THE LAWS OF THE REPUBLIC OF MALTA WITH COMPANY REGISTRATION NUMBER C 59190

The following text in this section comprises the terms and conditions (the “Terms & Conditions”) of the Securities.

The Issuer is a public limited liability company incorporated in Malta. The Issuer was established as a special purpose vehicle for the purpose of issuing asset backed securities in the context of securitisation transactions as permitted in terms of the Securitisation Act. The Issuer shall avail itself of the facility afforded to it by virtue of Article 22(3) Securitisation Act to issue financial instruments whose value or yield which is linked to the securitized Collateral comprised in separate Compartments.

The term “Exchange Traded Instrument” and “ETI” are used to describe Securities whose value is linked 1:1 to underlying Collateral comprised in a separate Linked Compartment.

This offer is restricted to professional investors (in the meaning of the prospectus directive) as well as to investors accepting an investment of at least 100.000 Euro and thus exempt from the obligation to publish a prospectus under the prospectus directive.

1 THE SECURITIES

Securities Name:	Haack Performance Asset Backed ETI
Identification Code:	ISIN: MT0000871286
Type:	Asset Backed
Currency:	Euro
Form:	Registered

Specified Denomination:	€1,000 per Security
Issue Price:	€1,000 per Security
Maximum Number of Securities:	250,000
Issue Date:	5 October 2015
Offering Period:	28 September 2015 up to 2nd October 2015
Redemption Valuation Day:	The last Business Day of every quarter
Repayment Day:	The later of the following: (i) the fifth Business Day following the relevant Redemption Valuation Day; or (ii) the fifth Business Day after the Issuer receives the proceeds from the Collateral Obligor. The Issuer shall cause notice of the date of the Repayment Valuation Day and the Redemption Amount to be given to the Paying Agent and the Investors not less than three Business Days prior to the relevant Repayment Valuation Day.
Redemption Notice Period:	5 Business Days prior to a Redemption Valuation Day
Cell:	10
EUSIPA Code:	1300 <i>[structured products code]</i>

Applications to subscribe for Securities may be made on a Business Day prior to the lapse of the Offering Period.

The Issuer reserves the right for any reason to: (i) close the Offering Period early; (ii) reduce the number of Securities offered; and/or (iii) cancel the issuance of Securities. The Issuer reserves the right to issue any securities up to the maximum number of securities, which is 250,000 units, not placed within the offering period through the stock exchange or OTC at stock exchange prices.

The Issue Price shall be paid to the Company in cash or transferable securities as may be accepted by the Company. Cash in settlement of the Issue Price must be received by the Company in the subscription account as may be opened and maintained by or in the name of the Company (details of which shall be disclosed in the Subscription Form) at any time prior to the lapse of the Offering Period.

The Issue Price of Securities acquired by the Obligor (prior to the lapse of the Offering Period and having an aggregate value not exceeding ten million Euros (€10,000,000)) shall be settled exclusively *in specie* by the issue of performance linked bonds representing Securitisation Assets.

The Issuer will use the proceeds from the issue of the Securities solely for the purpose of investing in the Collateral to be allocated to Cell 10 – and in the settlement of the Issuer's (*pro rata*) general administrative expenses and initial fees chargeable by the Agents and (if applicable), the Clearing System and the Trustee.

The Securities shall constitute direct, secured (by virtue of the privilege referred to in section 1.1 of the Registration Document issued for the regulated market issued dated 13th October 2014) and unsubordinated obligations of the Issuer and rank equally among themselves and with all other outstanding secured and unsubordinated obligations of the Issuer with respect to the Collateral comprised in Cell 10, unless mandatory legal provisions require otherwise.

The Securities shall accordingly be identified by reference to Cell 10.

The Securities are not insured or guaranteed by any government or government agency.

The Securities will be issued in registered form and no certificates shall be delivered to Investors. The Securities shall be and remain dematerialised in terms of the Financial Markets Act.

Title to Securities will be evidenced merely by virtue of registration in the books of the Clearing System.

The Securities are transferable in accordance with applicable law and in accordance with the MSE Clearing Rules. Title to Securities will pass upon registration of the transfer in the books of the Clearing System.

The Issuer and the Agents shall (except as otherwise required by law or ordered by a court of competent jurisdiction) deem and treat the holder of any registered instrument representing a Security as the absolute owner of that Security for all purposes and no person shall be liable for so treating the holder.

As far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer.

2 AGENTS

2.1 PAYING AGENT

The company shall not appoint a third party paying agent such that the company acting through its directors, Securitisation Consultancy Ltd, disburse, or cause to be disbursed, all amounts due to investors, subject to those amounts being received by the Company.

2.2 ARRANGER

Arranger: Argentarius ETI Management Ltd.

Argentarius ETI Management Ltd provides technical and management services to securitisation vehicles or assets or risks thereof.

The Arranger shall secure the conclusion of all agreements and transactions contemplated in this Terms & Conditions in connection with the issue of Securities and including, but not limited to, agreements and

transactions securing the Issuer's acquisition of the Collateral and agreements engaging the Agents and the Clearing System.

2.3 CALCULATION AGENT

Calculation Agent: Argentarius ETI Management Ltd

The Calculation Agent shall be responsible for determining the value of the Securities as at a Redemption Valuation Day and the resulting Redemption Amount due to an Investor pursuant to his redemption of Securities. The Calculation Agent shall make all relevant determinations and/or calculations accordingly and the Issuer shall procure that the Calculation Agent notifies the Investors and the Agents of such amounts due to be paid to Investors (which, for the avoidance of doubt, shall be an amount less the fees and any liabilities attributable in whole or in part to the Securities) not less than three Business Days prior to the relevant Repayment Day.

The Issuer is entitled to replace the Calculation Agent with any other person in accordance with the terms and conditions set out in an agreement between the Issuer and the Calculation Agent.

3 TRUSTEE

Trustee: No trustee has been appointed on the Securities but the Arranger reserves the right to appoint a trustee at a later time.

4 CLEARING SYSTEM

The Securities are deposited with and held on the clearing system established and maintained by Malta Stock Exchange plc, which acts as central securities depository.

The agreement executed with the Clearing System shall be available for inspection by Investors at the Company's registered office during normal office hours.

5 FEES AND EXPENSES

The Agents shall be entitled to fees (including, but not limited to fixed fees, volume-based fees and placement-based fees) which will be paid directly out of the Cell assets and thus reduce the Cell value as well as the value of the securities.

The Agents will also be entitled to a full reimbursement by the Issuer of all properly incurred out-of pocket expenses (including, but not limited to, taxes and legal fees).

6 RIGHTS APPERTAINING TO INVESTORS

The Securities may bear a variable coupon based on interest received from the collateral minus fees allocated to the cell and approved by a board of directors' resolution on a quarterly basis.

The Securities shall have a value or yield which is linked to the securitized Collateral comprised in Cell 10.

Such value or yield shall be calculated and published by the Calculation Agent in accordance with section 2.3 (*Calculation Agent*) of these Terms & Conditions.

The Investor shall have a right to receive the Redemption Amount upon redemption of the Securities.

In terms of Article 16 of the Securitisation Act, Investors shall have a privilege over the Collateral and such privilege shall rank prior to all other claims at law – except for other securitisation creditors who enjoy a prior ranking granted to them with the consent or knowledge of the Investors. The Issuer understands that the said privilege appertaining to an Investor should be effectively limited to Collateral comprised in Cell 10 – but see, in particular, Section 1.1 of the Registration Document for an elaboration of Risk Factors arising in connection with the said privilege.

7 COLLATERAL COMPRISED IN CELL 10

The Collateral comprised in Cell 10 shall have characteristics that demonstrate capacity to produce funds to service the Issuer's obligations to make payments due and payable under the Securities.

Such Collateral comprised in Cell 10 shall (unless substituted) consist of performance linked bonds issued by Global Portfolio Inc.

The Collateral comprised in Cell 10 may, for liquidity reasons and/or the investment of temporary liquidity surpluses (including pursuant to receipt by the Issuer of proceeds of the issue of Securities but prior to the Issuer's acquisition of the Collateral) and in the exclusive discretion of the Issuer, also consists of cash held in one (1) or more bank accounts with credit institutions within the European Economic Area and/or money market funds and/or asset backed securities having a maturity of less than one (1) year and principal protection.

As noted above, the Collateral Obligor may acquire and hold Securities in exchange for Performance Linked Bonds. Such Securities may be acquired by the Collateral Obligor prior to the lapse of the Offering Period and shall have an aggregate value not exceeding ten million Euros (€10,000,000). Such Securities shall be held by the Collateral Obligor to secure some liquidity on the secondary market. As such, should an Investor require any additional Securities, the Collateral Obligor may transfer such Securities to the Investor on the secondary market at the prevailing (that is, current) market price. The proceeds of any such transfer of Securities shall be applied exclusively by the Collateral Obligor to finance the acquisition of additional assets underlying the Collateral.

Securities held by the Collateral Obligor for liquidity purposes will not constitute Collateral backing the Securities – insofar as such Collateral shall be comprised exclusively of performance linked bonds issued by the Collateral Obligor and in view that any Securities held by the Collateral Obligor will NOT be taken into account in the calculation of the value of the Collateral and, as a result, in the calculation of the Redemption Amount.

8 TERM OF THE SECURITIES

The Securities are constituted for an unlimited duration but may be redeemed by the Investor as set out in section 11 (*Redemption of Securities by Investors*) of these Terms & Conditions or by the Issuer as set out in section 15 (*Adjustment or early redemption by the Issuer*) of these Terms & Conditions.

9 RATING

The Securities are unrated.

10 TRANSFERS

Transfers of Securities may only be effected through the Clearing System and only in accordance with the Clearing Systems rules.

11 REDEMPTION OF SECURITIES BY INVESTORS

Investors may request to redeem all or part of their Securities by submitting a Redemption Notice (a form of which is available from the Issuer) to the Issuer, the Paying Agent not less than 1 (one) Business Days prior to the relevant Redemption Notice Period. Such a request for the redemption of Securities must contain the following information:

- (i) full name and address of the Investor;
- (ii) the International Security Identification Number (ISIN) of the Securities to be redeemed;
- (iii) the quantity of Securities to be redeemed; and
- (iv) the Clearing System account of the Investor (or its custodian, broker or intermediary on its behalf); and
- (v) the bank account details of the Investor to which any payment is owed under the Securities are to be credited.

No Redemption Notice may be withdrawn once received by the Issuer in advance of the relevant Redemption Notice Period and, if accepted, will be effective as at the Redemption Valuation Day, subject to the below clause entitled "Gating".

A Redemption Notice must be received by the Issuer, the Paying Agent not less than 1 (one) Business Days prior to the commencement of the Redemption Notice Period. Any Redemption Notices received after the time stated in this section will be held over until the immediately following Redemption Valuation Day.

Gating

In the event that redemption requests are received for redemption of the Securities in relation to any Redemption Valuation Day representing in aggregate more than ten percent (10%) (or such other percentages as the Directors may determine from time to time) of the total number of Securities in issue by Cell 10 on the preceding Redemption Valuation Day and which Securities are not held by the Collateral Obligor or the Company itself, the Directors are entitled to reduce the requests rateably and pro rata amongst all Investors seeking to redeem Securities on the relevant Redemption Valuation Day and carry out only sufficient redemptions which, in aggregate, amount to ten percent (10%) of the Securities then in issue. Where the redemption of any Securities has been deferred under these arrangements, the unfulfilled redemption requests will be carried forward to the next Redemption Valuation Day and the Securities will (subject to any restrictions on that day) be redeemed at the then prevailing Redemption Amount in priority to any subsequent redemption requests.

12 REDEMPTION AMOUNT

On or as soon as is reasonably practicable subsequent to a Repayment Valuation Day but not less than three Business Days prior the Repayment Day, the Calculation Agent shall calculate the Redemption Amount (which, for the avoidance of doubt, shall be an amount less the fees and any liabilities attributable in whole or in part to the Securities) and shall publish the same in accordance with section 20 (Notices to Investors) of these Terms & Conditions. The calculations are (in the absence of manifest error) final and binding upon all parties.

The amount payable to an Investor pursuant to his redemption of Securities (the “**Redemption Amount**”) shall be determined *pro rata* as follows:

$$\text{Redemption Amount} = \frac{\text{VoLC}(t)}{\text{Aggregate Nominal Amount}} * \text{Denomination}$$

VoLC(t): *Value of Cell 10 as at the Redemption Valuation Day*

Value of Cell 10: *means the value of cash flows derived by the Issuer from the securitised Collateral comprised in Cell 10 less fees and any liabilities attributable in whole or in part to the Securities and Cell 10 as computed by the Calculation Agent*

The Redemption Amount shall be determined by the Calculation Agent by reference to such factors as the Calculation Agent considers in good faith to be appropriate including, without limitation:

- (i) market prices or values for the assets representing the Collateral comprised in Cell 10 and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the time;
- (ii) internal pricing models; and

The Issuer shall procure that the Calculation Agent notifies the Investors and the Agents of such amounts not less than three Business Days prior to the relevant Repayment Day.

The Redemption Amount payable to Investors pursuant to the redemption of Securities shall not be subject to amortisation but shall be paid as a reduction in the notional amount of the Securities divisible by the Specified Denomination.

13 REDUCTION OF AMOUNTS PAYABLE; LIMITED RECOURSE

The claims of Investors against the Issuer under the Securities may be satisfied only from the Collateral comprised in Cell 10.

The Redemption Amount shall be paid from the proceeds received from the Collateral comprised in Cell 10 or from the redemption, cancellation, surrender or other disposal of such Collateral. As a result, the redemption of the Securities is dependent on payments received by the Issuer from the Collateral comprised in Cell 10 or upon its redemption, cancellation, surrender or other disposal of the said Collateral.

If the Issuer is not able to redeem or realise the Collateral, the Issuer may be unable to redeem the linked Securities. If the Collateral comprised in Cell 10 or the proceeds from the disposal thereof are insufficient for the final and full settlement of the claims of Investors, the Issuer will not be liable for any shortfalls.

In the circumstances, the Investors cannot assert any further claims against the Issuer. In such case, the claim to full repayment of capital is lost without compensation. Investors cannot take recourse against other accounts or assets of the Issuer. The Investors are not entitled to any direct legal claims whatsoever against the Collateral Obligor.

In case the realised Collateral should not be sufficient to pay out all parties, the proceeds from the Collateral shall be distributed at the following ranking:

1. Paying Agent (if any)
2. Trustee (if any)
3. Investors in the relevant Securities
4. Calculation Agent
5. Arranger

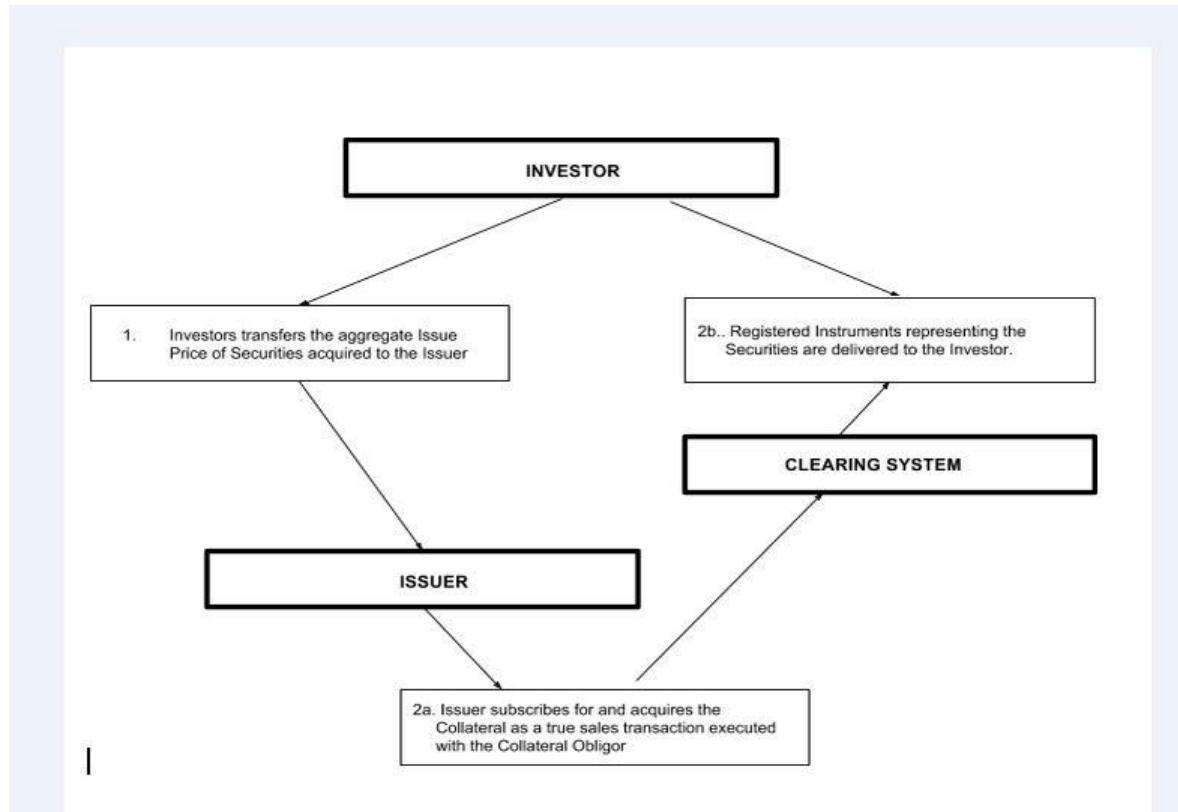
By subscribing for Securities or otherwise acquiring the Securities, an Investor expressly acknowledges and accepts that the Issuer: (i) acts in compliance with the Securitisation Act; and (ii) has created a specific compartment (that is, Cell 10) in respect of the Securities to which all assets, rights, claims and agreements relating to the Securities will be allocated.

Furthermore, an Investor acknowledges and accepts that it only has recourse to the Collateral comprised in Cell 10 and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer. The Investor accordingly acknowledges and accepts that once all the assets allocated to Cell 10 have been realised, he shall not be entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished.

The Investor hereby accepts not to attach or otherwise seize the assets of the Issuer allocated to Cell 10 or to other compartments of the Issuer or other assets of the Issuer. In particular, the Investor shall not be entitled to petition or take any other step for the winding-up, liquidation or bankruptcy of the Issuer, or any similar insolvency related proceedings.

If an Investor makes an application for the dissolution of the Issuer, insolvency proceedings against the assets of the Issuer, or the institution of similar proceedings aimed at liquidating the Issuer, or if an Investor joins such application made by a third party, such Investor will *ipso jure* lose all rights under the Securities.

14 CASH FLOW MODEL



15 ADJUSTMENT OR EARLY REDEMPTION BY THE ISSUER

Adjustment

If a Disruption Event occurs, the Issuer shall determine whether an appropriate adjustment can be made to these Terms & Conditions or any other provisions relating to the Securities to account for the economic effect of the relevant Disruption Event on any Securities and to preserve substantially the economic interests of Investors.

Should the Issuer determine that any such adjustment/s may be made, the Issuer shall determine the effective date of such adjustment/s, notify the said Investors of any such adjustment/s and take the necessary steps to affect such adjustment/s. The Issuer shall notify Investors of any such adjustment/s as soon as reasonably practicable after the nature and effective date of the adjustment/s are determined.

On the other hand, should the Issuer determine that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic interests of Investors, the Issuer shall, on giving Investors irrevocable notice for not less than the Redemption Notice Period, cancel all of the Securities and pay to each Investor, in respect of the Securities held by it, an amount equal to the Redemption Amount.

All determinations made by the Issuer in terms hereof shall be conclusive and binding on the Investors and on any person generally, except in the case of manifest error.

Early Redemption by the Issuer

The Issuer shall also be entitled to terminate all outstanding Securities on any Redemption Valuation Day by giving at least one month's notice to Investors. The Board of Directors of the Issuer may redeem the units in cash or in kind.

The Directors may elect in their absolute discretion to effect redemption payments to any or all redeeming investors, either in whole or in part, in specie and/or in kind rather than in cash. This election may be made generally or in any particular case. The Company may distribute securities issued by entities formed by it in accordance with the terms of the Articles as all or any part of any redemption payments to be made all or partially in specie and/or in kind. Any in-kind redemptions shall be via the delivery of transferable, dematerialised securities securitisation assets with similar characteristics to those of the Securities and the in-kind redemption shall constitute of securities which have the same or similar risk category as the Securities. The Directors will use the same valuation procedures used in determining net asset value to determine the value to be attributed to the relevant securities to be transferred or assigned in specie and/or in kind to redeeming investors who will receive securities which had a value as of the relevant Valuation Day equal to the redemption payment to which they would otherwise be entitled. The redeeming investor will be responsible for all costs involved in transferring the ownership of the relevant securities and on-going custody costs. Securities distributed in specie and/or in kind may have a value as of the payment date that is higher or lower than the value of such securities as of the relevant Redemption Valuation Day and between the Redemption Valuation Day and the payment date.

Early Redemption by the Collateral Obligor

Investors' attention is brought to the fact that the Collateral Obligor may itself make use of its right to redeem its performance linked bonds prior to the maturity date. In such case, the Issuer may follow the procedure indicated above and also commence an early redemption. The investor, by subscribing, acknowledges and accepts that in the above-mentioned situation, the Issuer shall not be bound by any Lock in Period, if applicable in accordance with these Terms and Conditions.

16 POSSIBLE SUSPENSION

The Directors, in their absolute discretion, are empowered temporarily to suspend the determination of all redemptions for the whole or any part of any period for any tranche of Securities;

(a) when one or more stock exchanges or markets which provide the basis for valuing a substantial portion of the assets of the Issuer Cell 10 and / or the Collateral Obligor are closed other than for, or during, holidays or if dealings thereon are restricted or suspended;

(b) when the Collateral Obligor notifies the Issuer (in respect of Cell 10) that it cannot sell the underlying assets at a reasonable price;

(c) when the Collateral Obligor itself suspends redemptions;

(d) when, as a result of political, economic, military, terrorist or monetary events or any circumstances outside the control, responsibility and power of the Issuer and / or the Collateral Obligor, disposal of the

underlying assets of the Issuer and / or the Collateral Obligor is not reasonably practicable without being seriously detrimental to investors' interests or if, in the opinion of the Directors, a fair price cannot be calculated for those assets;

(e) in the case of a breakdown of the means of communication normally used for valuing a significant portion of the assets of the Issuer or if, for any reason, the value of any asset of the Issuer Cell 10 may not be determined as rapidly and accurately as required;

(f) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, securities or other transactions on behalf of the Issuer are rendered impracticable or if purchases, sales, deposits and withdrawal of any securities assets cannot be effected at the normal rates of exchange;

(g) if a resolution calling for the liquidation or re-organisation of the Issuer or the Collateral Obligor has been proposed;

(h) when the Directors determine that such suspension is necessary or desirable to facilitate an orderly winding-up of the affairs of the Issuer in respect of Cell 10 or the Collateral Obligor thereof has been proposed; or

(i) when the settlement of redemptions would, in the opinion of the Directors, result in a violation of law or violate any instrument or agreement governing any indebtedness incurred by the Company or the Collateral Obligor.

Notice of any suspension will be given without delay to all investors. Any suspension declared shall take effect at such time as the Directors shall declare, which may be at any time prior to, during or after the relevant Redemption Valuation Day, and shall continue until the Directors declare the suspension to be at an end. In addition, the Directors have the right to postpone any Redemption Valuation Day for up to one Business Day without the requirement to give notice to investors when, in their opinion, a significant proportion (which is likely to be five per cent or more) of the assets of Cell 10 cannot be valued on an equitable basis and such difficulty is expected by the Directors to be overcome within that period.

In the event that the calculation of net asset value is suspended after the relevant Redemption Valuation Day but prior to the payment of redemption proceeds, the payment of redemption proceeds will occur after the suspension has been lifted and, if at the time the Directors determine to lift the suspension, the Directors determine that it is possible to calculate a net asset value as of the Redemption Valuation Day immediately prior to the suspension, the net asset value of the Securities that were redeemed as of such Redemption Valuation Day will be calculated as of such Redemption Valuation Day. Otherwise, the net asset value of the Securities that were redeemed as of such Redemption Valuation Day will be calculated as of first Business Day following the lifting of the suspension. The Directors will take all reasonable steps to bring any period of suspension to an end as soon as practicable.

Related Risks and Acknowledgments of Investors

The Company shall immediately notify the investors and keep investors informed as to any event of suspension described herein. By investing, investors in the Cell 10 confirm that they understand, agree and are willing to take, the risk related to an event of suspension as described herein. By investing in Cell 10, investors agree and accept that an event of suspension may happen and commit not to file a claim to liquidate the Issuer, the Collateral Obligor, in particular in the case where, under the applicable law, the shareholder would be considered as a creditor of the Company and / or the Collateral Obligor.

17 PAYMENTS

Payments made in respect of the Securities shall not be subject to any waterfall structure or mechanism.

The Redemption Amount will be paid on the Repayment Day. Once sufficient proceeds are received as aforesaid, the Paying Agent will arrange for the transfer and payment, through the Clearing System, of the Redemption Amount to the accounts of the Investor.

Payments of the Redemption Amount will be made against and subject to the presentation and surrender (or, in the case of part payment, endorsement) of the relevant registered instruments representing the redeemed Securities at the specified office of the Paying Agent. Neither the Issuer nor the Paying Agent are required to verify the authority of persons surrendering Securities.

If the number of Securities to be redeemed as specified in the Redemption Notice differs from the number of registered instruments surrendered to the Paying Agent, the Redemption Notice shall be deemed to have been made only for the smaller of both numbers of Securities. Any registered instruments surrendered in excess shall be re-transferred to the Investor at its exclusive risk and expense.

All currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up). For these purposes 'unit' means the lowest amount of such currency that is available as legal tender in the country of such currency.

If the date on which any amount is payable is not a Payment Business Day then payment will not be made until the next succeeding day which is a Payment Business Day and the recipient of any such payment shall not be entitled to any further payment in respect of such delay.

For the purposes of this section 17 (Payments) "**Payment Business Day**" shall mean (i) a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign currency deposits) in London, England and (ii) (1) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the "TARGET 2 System") is open.

Redemption of the Securities and any payments by the Issuer and/or the Paying Agent will be subject in all cases to all applicable fiscal and other laws, regulations and practices in force at such time (including, without limitation, any relevant exchange control laws or regulations and the Clearing System rules) and none of the Issuer, the Clearing System, the Paying Agent shall incur any liability whatsoever if it is unable to effect any payments or deliveries contemplated, after using all reasonable efforts, as a result of any such laws, regulations and practices.

Neither the Issuer nor the Paying Agent shall, under any circumstances, be liable for any acts or defaults of the Clearing System in the performance of their respective duties in relation to the Securities.

If the Issuer determines that any condition to payment to be satisfied by an Investor has not been satisfied in respect of the Securities on or prior to the date on which payment would otherwise have been scheduled to occur, such payment shall not become due until the date on which all conditions to payment have been

satisfied in full. No additional amounts shall be payable or deliverable as a result of any such delay or postponement. The conditions to payment to be satisfied by an Investor may include, without limitation, receipt of all instructions, certifications, documentation and information by the Issuer, any Agent and the Clearing System, as applicable, required by the Issuer, the relevant Agent and/or the Clearing System to effect such payment to the Investor (or to its order) within the required time period.

18 **PRESCRIPTION – STATUTE OF LIMITATIONS**

Any claim for the Redemption Amount shall become void unless claims are made within a period of thirty (30) years after the Issue Date.

19 **POST ISSUANCE REPORTING**

The Issuer does not intend to provide post issuance transaction information regarding the Securities or the performance of the Collateral.

20 **NOTICES TO INVESTORS**

All notices to Investors will be deemed to have been duly given and valid:

- (i) if published on www.argentarius-group.com and will be deemed to have been given on the date of first publication; or
- (ii) if published through any other means, it will be deemed to have been given on the date indicated on the notification document.

Failure to give notice where required will not invalidate any determination, calculation or correction, as applicable.

21 **MODIFICATIONS**

The terms of these Terms & Conditions relating to the Securities may be amended by the Issuer without the consent of the Investors if, in the reasonable opinion of the Issuer, the amendment: (i) is of a formal, minor or technical nature; (ii) is made to correct a manifest or proven error or omission; (iii) is made to comply with mandatory provisions of any applicable law; (iv) is made to cure, correct or supplement any defective provision contained herein; and/or (v) will not materially and adversely affect the interests of Investors. Any such modification shall be binding on Investors and any such modification shall take effect by notice to Investors.

For the avoidance of any doubt any Agent may be appointed or engaged and any such appointment or engagement may be terminated or the terms of any such appointment or engagement may be adjusted and the Agents may resign without requiring the approval of the Investors.

Furthermore, any substitution of Collateral comprised in Cell 10 or of the Collateral Obligor may be affected with notice to affected Investors (subject to such Investor's entitlement to procure the redemption of their Securities prior to any such substitution) and the Trustee (if any) but without requiring their approval.

The Issuer may otherwise call a meeting of Investors by giving at least twenty (20) Business Days' notice to all Investors. The Trustee shall also be notified of any such meeting and shall be invited to attend the

same but shall not be entitled to any vote thereat. The Trustee shall, however, be entitled to speak at any meeting prior to a vote on any resolution proposing the Trustee's removal.

These Terms & Conditions may be modified and the Trustee may be removed by means of a resolution approved by at least seventy five percent (75%) of Investors attending any such meeting.

22 PURCHASES AND CANCELLATIONS

The Issuer may at any time purchase Securities in the open market or otherwise at any price. The Issuer shall not be obliged to inform Investors of any such purchase of Securities. Securities so purchased may be held, surrendered for cancellation, or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original Series, all in accordance with applicable laws and regulations.

23 OTHER OBLIGATIONS OF THE ISSUER

The Issuer shall be entitled at any time to issue additional securities with identical terms and conditions, so that these shall be consolidated with the securities to form a single series and increase their number. Such issuance proceeds have to be invested in additional collateral concerning section 7 (*Collateral Comprised in Cell 10*) of these Terms and Conditions. Such an increase shall be done at a price that is based on the stock exchange price (less placement fees). The Issuer is authorised to issue, at any time and without the consent of Investors, further Securities with other conditions, other bonds, participation certificates, common stock, preferred stock or other financial instruments and the Issuer is unlimited in obtaining bank or other third party finance. No Investor shall be entitled to any subscription or pre-emption entitlement in respect or upon any issue of such further Securities.

24 ADMISSION TO LISTING

Application has been made for the Securities to be admitted to trading at Boerse Frankfurt Zertifikate, an open market operated and regulated by Deutsche Boerse AG.

Trading on the market as well as over the counter shall be effected in unit quote.

25 USE OF PROCEEDS

The Issuer expects to derive up to € 250,000,000 pursuant to the issue of Securities.

In turn, the Issuer estimates that total expenses related to the admission of the Securities to trading would not exceed €10,000. Such expenses (and the Issuer's *pro rata* general administrative costs and the Agent's initial fees) will be settled by the Issuer out of the proceeds of the issue of Securities and the net proceeds of the issue shall represent the Aggregate Nominal Amount.

No fees or expenses will be charged directly to Investors.

The Aggregate Nominal Amount shall be applied to the fullest extent possible in the acquisition of the Collateral by no later than the 12th October 2015 .

26 MISCELLANEOUS

The form and contents of the Securities as well as all rights and duties arising from the matters provided for in these Terms & Conditions shall be governed in all respects by the laws of Germany.

The place of jurisdiction for any suit or other legal proceedings against the Issuer arising out of or in connection with the Securities is Frankfurt, Germany.

Should any provisions of these Terms & Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision, which reflects the economic purpose of the invalid provision as far as legally possible.

27 DEMATERIALISATION OF SECURITIES

Notwithstanding any other clause of these articles, for as long as any of the securities issued by the Company shall be and remain dematerialised under the Financial Markets Act (Chapter 345 of the Laws of Malta):

- i.) terms and conditions relating to such securities, including without prejudice to the generality of the foregoing, their issuance, transfer, exchange, redemption and/or cancellation, shall be governed in accordance with the applicable rules and procedures set out by the relevant central securities depository providing dematerialisation and any other provisions of these articles shall apply only to the extent that they are not inconsistent with such rules and procedures; and
- ii.) any amendment, variation or deletion of this Article shall be subject to the express written approval of the relevant central securities depository providing dematerialisation obtained prior to submission to the Company convened in extraordinary general meeting.

ANNEX I: DEFINITIONS

In this Terms & Conditions, unless the context otherwise requires, the following terms shall have the respective meanings set out below:

"Agents"	The Paying Agent, the Calculation Agent, the Arranger and the Listing Agent and any additional agents appointed or any of their successors.
"Aggregate Nominal Amount"	The money raised by the Issuer from the initial sale of the Securities shall, as soon as is reasonably practicable, be applied by the Issuer to purchase the Collateral, after deduction of the costs of the issue and the Issuer's (pro rata) general administrative costs and initial fees payable to Agents, the Clearing System and the Trustee – the net amount being the "Aggregate Nominal Amount".
"Business Day"	London, Frankfurt and a Clearing System Business Day.
"Calculation Agent"	Argentarius ETI Management Ltd, a private limited liability company incorporated in Malta with registration number C55597.
"Clearing System"	The clearing and settlement system of MaltaClear a clearing system established and maintained by Malta Stock Exchange plc, which acts as central securities depository.
"Clearing System Business Day"	Any day on which the Clearing System is open for the acceptance and execution of settlement orders.
"Collateral"	The performance linked bonds issued by the Collateral Obligor and comprised in Linked Cell 10 and including any alternative performance linked bonds acquired by the Issuer to substitute the said bonds.
"Collateral Obligor"	Global Portfolio Inc., a public limited company incorporated in St. Vincent and the Grenadines with registration number 22812 IBC 2015
"Companies Act"	The Companies Act, Chapter 386 of the laws of Malta.
"Currency"	Euro.
"Currency Disruption"	The occurrence or official declaration of an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations, in whole or in part, under the Securities.
"Directors"	The directors for the time being of the Issuer.
"Disruption Event"	Any certain Issuer-specific or external events which may have an impact on the Terms & Conditions of the Securities or on their redemption, including:

(i) a change in applicable law, a Currency Disruption, an Extraordinary Market Disruption or any other event affecting the Issuer's ability to fulfil its obligations under the Securities;

(ii) a disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of the Collateral;

(iii) a disruption or other material impact on the Issuer's ability to hedge its obligations under the Securities;

(iv) a determination by the Issuer that the performance of any of its absolute or contingent obligations under the Securities has become illegal, in whole or in part, for any reason.

"EU"	The European Union.
"EUSIPA"	European Structured Investment Products Associations.
"EUSIPA Code"	1300 - Tracker Certificates. A Code published by EUSIPA to set standards for a uniform categorization of structured investment products.
"Extraordinary Market Disruption"	An extraordinary event or circumstance, including any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), a natural disaster, an act of war, strike, blockade, boycott or lockout which the Issuer determines has prevented it from performing its obligations, in whole or in part, under the Securities.
"FATCA"	The US Foreign Account Tax Compliance Act, 2010.
"Income Tax Act"	Chapter 123 of the laws of Malta.
"Investor"	A person holding Securities.
"Issue Date"	5th October 2015
"Issue Price"	€1,000 Euro per Security.
"Issuer"	Delta 1 Securities plc, a public limited liability company incorporated in Malta with registration number C 59190.
"Linked Cell 10"	The separate and distinct cell designated as such by the Issuer and comprising the Collateral linked to the Securities.
"MFSA"	The Malta Financial Services Authority.
"Offering Period"	28 th September, 2015 up to 2nd October 2015
"Prospectus Directive"	Directive 2003/71/EC of the European Parliament and of the

Council on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (as amended by Directive 2010/73/EU of the European Parliament and of the Council and Commission).

"Prospectus Regulation"	Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (as amended by delegated Regulation (EU) No. 486/2012 of 30 March 2012, Commission delegated regulation (EU) No. 862/2012 of 4 June, 2012, Commission delegated Regulation (EU) No. 759/2013 of 30 April 2013 and Commission delegated Regulation (EU) No. 382/2014 of 7 March 2014).
"Redemption Amount"	Shall have the meaning given to it in Section 12 of this Terms & Conditions.
"Redemption Valuation Day "	Every last Business Day of every quarter.
"Redemption Notice"	The notification form which shall made available to Investors by the Issuer and which is to be completed and duly executed by an Investor for submission to the Issuer or the Paying Agent in order to request that the Issuer redeem all or part of that Investor's Securities.
"Redemption Notice Period"	Five (5) Business Days prior to a Redemption Valuation Day.
"Registrar of Companies"	The Malta Registrar of Companies.
"Registration Document"	The registration document issued by the Issuer dated 13 October, 2014
"Repayment Day"	The later of the following: (i) the fifth Business Day following the relevant Redemption Valuation Date, or (ii) the fifth Business Day after the Issuer receives the proceeds from the collateral obligor
"Securities"	Certificates issued pursuant to and in terms of this Terms & Conditions.
"Securitisation Act"	The Securitisation Act, Chapter 484 of the laws of Malta.
"Specified Denomination"	€1,000 per Security.
"Terms & Conditions"	The terms and conditions regulating the Securities as set out in this Terms & Conditions.
"Trustee"	As appointed from time to time by way of a board of directors resolution.
"US"	The United States of America.

"US Person"

As defined in Regulation S of the Securities Act.