

## SERIES PROSPECTUS



### Single Platform Investment Repackaging Entity SA

*(a public limited liability company (société anonyme) incorporated under the laws of Luxembourg with registered office at 5, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, having a share capital of EUR 31,000, and duly registered with the Registre de Commerce et des Sociétés, Luxembourg with number B206430) ("SPIRE")*

**acting in respect of its Compartment 2022-307**

**Issue of Series 2022-307 EUR 20,000,000 Inflation Linked Secured Notes due 2033**

**under the Secured Note Programme**

This document is a series prospectus (the "**Series Prospectus**"), which contains information relating to the above notes (the "**Notes**") issued by SPIRE acting in respect of its Compartment 2022-307 (the "**Issuer**"). This Series Prospectus should be read in conjunction with all documents which are incorporated by reference in the "*Documents Incorporated by Reference*" section herein, including the relevant sections of the base prospectus dated 01 April 2022 (the "**Base Prospectus**") relating to the Secured Note Programme (the "**Programme**") of SPIRE. Unless defined herein, terms defined in the Base Prospectus have the same meanings in this Series Prospectus.

**This Series Prospectus constitutes a prospectus for the purposes of Regulation (EU) 2017/1129 (the "Prospectus Regulation") but does not constitute a prospectus for the purpose of the Prospectus Regulation as it forms part of "retained EU law", as defined in the European Union (Withdrawal) Act 2018 (the "EUWA") (the "UK Prospectus Regulation"). The Issuer is not offering the Notes in any jurisdiction in circumstances which would require a prospectus pursuant to the Prospectus Regulation or the UK Prospectus Regulation. Nor is any person authorised to make such an offer of the Notes on behalf of the Issuer in any jurisdiction.**

This Series Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Regulation. The Central Bank only approves this Series Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Series Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to The Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**"), for the Notes to be admitted to the Official List of Euronext Dublin (the "**Official List**") and to trading on its regulated market (the "**Regulated Market**"). There can be no assurance that any such admission to trading will be maintained.

References in this Series Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the Regulated Market and have been admitted to the Official List. The Regulated Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, "**MiFID II**").

The Notes are not rated.

This Series Prospectus will be valid for admissions to trading on a regulated market by or with the consent of the Issuer for 12 months from its date. The obligation to supplement it in the event of significant new factors, material mistakes or material inaccuracies will not apply after the earlier of (i) the date 12 months from the date of this Series Prospectus and (ii) the date on which the Notes are admitted to trading on a regulated market.

**Prospective investors should have regard to the risk factors described and referred to under the section of this Series Prospectus titled "*Risk Factors*" and, in particular, to the limited recourse nature of the Notes and the fact that the Issuer is a special purpose vehicle.**

**Dealer**

**Credit Suisse**

This Series Prospectus comprises a prospectus for the purposes of the Prospectus Regulation and for the purpose of giving necessary information with regard to the Issuer and the Notes which, according to the particular nature and circumstances of the Issuer and type of Notes, is material to prospective investors for making an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer, the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer.

The Issuer accepts responsibility for the information contained in this Series Prospectus. To the best of the Issuer's knowledge, the information contained in this Series Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of "retained EU law", as defined in the EUWA; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

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 retail investor (and, for the avoidance of doubt, this means any retail investor within or outside (i) the European Economic Area ("**EEA**") or (ii) the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a "retail client" as defined in point (11) of Article 4(1) of MiFID II or a "retail client", as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of "retained EU law", as defined in the EUWA; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended) or within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under FSMA to implement Directive (EU) 2016/97, in each case, where that customer would not qualify as a professional client as defined in, respectively, point (10) of Article 4(1) of MiFID II and point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of "retained EU law", as defined in the EUWA; or (iii) not a qualified investor as defined in the Prospectus Regulation or the UK Prospectus Regulation.

No key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") or the PRIIPs Regulation as it forms part of "retained EU law", as defined in the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in 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 in the UK may be unlawful under the PRIIPs Regulation or the UK PRIIPs Regulation.

The information contained in this Series Prospectus is supplemental to, and should be read in conjunction with, the Base Prospectus (see the section titled "*Documents Incorporated by Reference*" below). This Series Prospectus includes particulars for the purpose of giving information with regard to the issue by the Issuer of the Notes.

No person has been authorised to give any information or to make any representation other than those contained in this Series Prospectus in connection with the issue or sale of the Notes and, if given or

made, such information or representation must not be relied upon as having been authorised by the Issuer or the Dealer (as specified in the Pricing Terms contained in this Series Prospectus). Neither the delivery of this Series Prospectus nor any sale of Notes made in connection therewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date of this Series Prospectus or the date upon which this Series Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date of this Series Prospectus or the date upon which this Series Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme or the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The language of this Series Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under the applicable law.

The information on any websites referred to herein does not form part of this Series Prospectus unless that information is incorporated by reference into this Series Prospectus.

The distribution of this Series Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Series Prospectus comes are required by the Issuer and the Dealer to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States. Notes may not at any time be offered, sold or, where relevant, delivered within the United States or to, or for the account or benefit of, any person who is (a) a U.S. person (as defined in Regulation S under the Securities Act); (b) a U.S. person (as defined in the credit risk retention rules issued under Section 15G of the U.S. Securities Exchange Act of 1934 (the “**U.S. Credit Risk Retention Rules**”)); or (c) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936 (the “**CEA**”), but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons (“**Rule 4.7**”)).

Any investor in the Notes (including investors following the issue date of such Notes) shall be deemed to give the representations, agreements and acknowledgments specified in the Conditions of such Notes, including a representation that it is not, nor is it acting for the account or benefit of, a person who is (i) a U.S. person (as defined in Regulation S under the Securities Act); (ii) a U.S. person (as defined in the U.S. Credit Risk Retention Rules); or (iii) not a Non-United States person (as defined in Rule 4.7).

For a description of certain restrictions on offers and sales of Notes and on distribution of this Series Prospectus, see the section of this Series Prospectus headed “*Subscription and Sale*”.

SPIRE has not been, and will not be, registered under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”).

No person has registered, nor will register, as a Commodity Pool Operator of the Issuer under the CEA and the rules of the U.S. Commodity Futures Trading Commission (the “**CFTC**”) thereunder.

Capitalised terms used but not otherwise defined herein or in the Base Prospectus have the meaning given to them in the Pricing Terms contained in this Series Prospectus.

## BENCHMARKS

Amounts payable under the Notes are calculated by reference to the Harmonised Index of Consumer Prices excluding tobacco (“**HICP ex-Tobacco**”), which is provided by Eurostat.

As at the date of this Series Prospectus, Eurostat does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011 (the “**Benchmarks Regulation**”).

As at the date of this Series Prospectus, Eurostat does not appear on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority pursuant to Article 36 of the Benchmarks Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”).

As far as the Issuer is aware, HICP ex-Tobacco does not fall within the scope of the Benchmarks Regulation or the UK Benchmarks Regulation by virtue of Article 2 of the relevant regulation, such that Eurostat is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

**Any Reference Rate in respect of the Notes may be discontinued or changed before the Maturity Date of the Notes. In such case, amongst other things, the valuation of the Notes may be affected and an alternative benchmark(s) plus an adjustment spread may be determined in accordance with the Master Conditions or there may be an early redemption of the Notes. For more information on the risks relating to the early redemption of the Notes, please see the Risk Factors contained in the Base Prospectus.**

## DISCLAIMERS

This Series Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealer to subscribe for, or purchase, any Notes.

Neither the Dealer nor the Swap Counterparty has separately verified the information contained in this Series Prospectus. The Dealer makes no representation, express or implied, or, to the fullest extent permitted by law, accepts no responsibility, with respect to (i) the Notes, (ii) the Transaction Documents (including the effectiveness thereof) or (iii) the accuracy or completeness of any of the information in this Series Prospectus or for any other statement made or purported to be made by the Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of the Notes, the Transaction Documents or this Series Prospectus or any such statement.

Prospective investors of the Notes should have regard to the risk factors described in the section of this Series Prospectus headed "*Risk Factors*". This Series Prospectus does not describe all of the risks of an investment in the Notes. Neither this Series Prospectus nor any financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Dealer that any recipient of this Series Prospectus or any other financial statements should purchase the Notes.

Prospective investors of the Notes should read the section titled "Disclaimers" set out in pages 6 to 9 of the Base Prospectus and ensure that they understand the relevant disclaimers and other information set out therein (which are incorporated by reference into, and form a part of, this Series Prospectus).

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NO PERSON HAS REGISTERED NOR WILL REGISTER AS A COMMODITY POOL OPERATOR OF THE ISSUER UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936 AS AMENDED AND THE RULES OF THE CFTC THEREUNDER. THE NOTES MAY NOT AT ANY TIME BE OFFERED, SOLD OR, WHERE RELEVANT, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER).

CONSEQUENTLY, THE NOTES MAY NOT AT ANY TIME BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION (AS SUCH TERM IS DEFINED UNDER REGULATION S ) AND (B) TO PERSONS THAT ARE (I) NOT U.S. PERSONS (AS DEFINED IN REGULATION S), (II) NOT U.S. PERSONS (AS DEFINED IN THE U.S. CREDIT RISK RETENTION RULES) AND (III) NON-UNITED STATES PERSONS (AS DEFINED IN RULE 4.7) (ANY PERSON SATISFYING EACH OF (I) TO (III) IMMEDIATELY ABOVE, A "**PERMITTED PURCHASER**"). IF A PERMITTED PURCHASER ACQUIRING NOTES IS DOING SO FOR THE ACCOUNT OR BENEFIT OF ANOTHER PERSON, SUCH OTHER PERSON MUST ALSO BE A PERMITTED PURCHASER.

THIS SERIES PROSPECTUS HAS BEEN PREPARED BY THE ISSUER (A) FOR USE IN CONNECTION WITH THE OFFER AND SALE OF THE NOTES OUTSIDE OF THE UNITED STATES TO PERMITTED PURCHASERS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S AND (B) FOR THE LISTING AND ADMISSION TO TRADING OF THE NOTES ON THE REGULATED MARKET OF EURONEXT DUBLIN.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER REGULATORY AUTHORITY IN THE UNITED STATES, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF ANY SECURITIES PURSUANT TO THIS PROGRAMME OR THE ACCURACY OR THE ADEQUACY OF THIS SERIES PROSPECTUS OR ANY OTHER AUTHORISED OFFERING DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

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## **RISK FACTORS**

*Prospective investors of the Notes should read the corresponding section of the Base Prospectus set out in pages 25 to 61 of the Base Prospectus.*

## DOCUMENTS INCORPORATED BY REFERENCE

This Series Prospectus should be read and construed in conjunction with:

- 1 The Base Prospectus which, except for the following sections, shall be deemed to be incorporated in, and form part of, this Series Prospectus:
  - (i) Appendix 1 – Form of Final Terms (pages 280 to 301 inclusive); and
  - (ii) Appendix 2 – Form of Pricing Terms (pages 302 to 327 inclusive).

The sections of the Base Prospectus which are not incorporated by reference are either not relevant for investors in the Notes or are covered elsewhere in this Series Prospectus. A copy of the Base Prospectus can be found at [https://www.spiresa.com/media/1046/01-spire-2022\\_base-prospectus.pdf](https://www.spiresa.com/media/1046/01-spire-2022_base-prospectus.pdf).

- 2 For the purposes of this Series Prospectus, references in the Base Prospectus to the applicable Pricing Terms or Accessory Conditions (including, for the avoidance of doubt, within the sections thereof incorporated by reference and forming part of this Series Prospectus) shall be to the provisions set out below under the section titled “Pricing Terms”.
- 3 In the event of any inconsistency between (a) the Pricing Terms and this Series Prospectus and (b) the Conditions and the Base Prospectus, the Pricing Terms and this Series Prospectus will prevail.
- 4 The up-to-date consolidated articles of association (*statuts*) of SPIRE dated 07 May 2021 (the “**Articles**”). A copy of the Articles can be obtained from the Issuer upon request.
- 5 The audited financial statements of the Issuer for the financial year ended 31 December 2020 (the “**2020 Accounts**”). A copy of the 2020 Accounts can be found at <https://www.spiresa.com/media/1041/spire-sa-signed-2020-financial-statements.pdf>.
- 6 The audited financial statements of the Issuer for the financial year ended 31 December 2021 (the “**2021 Accounts**”). A copy of the 2021 Accounts can be found at <https://www.spiresa.com/media/1050/spire-sa-signed-2021-financial-statementspdf.pdf>.

Each document above shall be incorporated in, and form part of this Series Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Series Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Series Prospectus. The documents incorporated by reference above have been filed with the Central Bank of Ireland and Euronext Dublin.

## **PRICING TERMS**

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Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of "retained EU law", as defined in the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

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 retail investor (being, for these purposes, any retail investor within or outside (i) the European Economic Area ("**EEA**") or (ii) the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a "retail client" as defined in point (11) of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, "**MiFID II**") or a "retail client", as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of "retained EU law", as defined in the EUWA; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended) or within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under FSMA to implement Directive (EU) 2016/97, in each case, where that customer would not qualify as a professional client as defined in, respectively, point (10) of Article 4(1) of MiFID II and point (8) of Article 2(1) of UK MiFIR; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") or Article 2 of the Prospectus Regulation as it forms part of "retained EU law", as defined in the EUWA (the "**UK Prospectus Regulation**") (each as amended).

No key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") or the PRIIPs Regulation as it forms part of "retained EU law", as defined in the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in 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 in the UK may be unlawful under the PRIIPs Regulation or the UK PRIIPs Regulation.

**Pricing Terms dated 31 October 2022**

## **Single Platform Investment Repackaging Entity SA**

*(a public limited liability company (société anonyme) incorporated under the laws of Luxembourg with registered office at 5, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, having a share capital of EUR 31,000, and duly registered with the Registre de Commerce et des Sociétés, Luxembourg with number B206430) ("**SPIRE**")*

**acting in respect of its Compartment 2022-307**

**Legal Entity Identifier (LEI): 635400AXHEAFQKFFNO47**

**Issue of Series 2022-307 EUR 20,000,000 Inflation Linked Secured Notes due 2033**

**under the Secured Note Programme**

## PART A - CONTRACTUAL TERMS

Terms used and not defined herein shall have the meaning given to such terms in the Master Conditions set forth in the base prospectus dated 01 April 2022 (the “**Base Prospectus**”), which constitutes a base prospectus for the purposes of the Prospectus Regulation. This section titled “Pricing Terms” (including any schedules or annexes hereto) constitutes the Pricing Terms of the Notes described herein (the “**Pricing Terms**”). For the purposes of these Pricing Terms, references to Accessory Conditions in the Base Prospectus shall be read and construed as references to Pricing Terms in respect of the Notes. These Pricing Terms do not constitute Final Terms of the Notes for the purposes of the Prospectus Regulation or the UK Prospectus Regulation. The Base Prospectus has been published on the website of Euronext Dublin (<https://live.euronext.com/en/markets/dublin>).

By purchasing the Notes, the Noteholders hereby ratify the selection of each member of the board of directors of SPIRE, as identified in the Base Prospectus, and confirm that such ratification is being made without selection or control by Credit Suisse International or any of its affiliates.

### BENCHMARKS

Amounts payable under the Notes are calculated by reference to the Harmonised Index of Consumer Prices excluding tobacco (“**HICP ex-Tobacco**”), which is provided by Eurostat.

As at the Issue Date, Eurostat does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011 (the “**Benchmarks Regulation**”).

As at the Issue Date, Eurostat does not appear on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority pursuant to Article 36 of the Benchmarks Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”).

As far as the Issuer is aware, HICP ex-Tobacco does not fall within the scope of the Benchmarks Regulation or the UK Benchmarks Regulation by virtue of Article 2 of the relevant regulation, such that Eurostat is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

### GENERAL

- 1 Issuer: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2022-307
- 2 (i) Series Number: 2022-307  
A separate compartment has been created by the Board in respect of the Notes (“**Compartment 2022-307**”). Compartment 2022-307 is a separate part of SPIRE’s assets and liabilities. The Collateral (relating to the Notes) is exclusively available to satisfy the rights of the Noteholders (in accordance with the terms and conditions set out in these Pricing Terms) and the rights of the other Secured Creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of Compartment 2022-307, as contemplated by the consolidated articles of association (*statuts*) of SPIRE dated 07 May 2021.

	(ii) Tranche Number:	1
3	Specified Currency:	Euro (“ <b>EUR</b> ”)
4	Aggregate principal amount of Notes:	
	(i) Series:	EUR 20,000,000
	(ii) Tranche:	EUR 20,000,000
5	Issue price:	100 per cent. of the aggregate principal amount of the Notes
6	(i) Specified Denominations:	EUR 200,000
	(ii) Calculation Amount:	EUR 200,000
7	(i) Issue Date:	31 October 2022
	(ii) Interest Commencement Date:	Issue Date
	(iii) Initial Reference Date:	10 October 2022
8	Maturity Date:	01 September 2033
9	Business Days applicable to Maturity Date:	London, Singapore and TARGET
10	Standard Terms:	Applicable
11	Interest Basis:	Variable-linked Interest Rate Note  (Further particulars specified, as applicable, in paragraphs 22, 23 and 24 of these Pricing Terms)
12	Material Change Event:	Applicable
13	Talons for future Coupons to be attached to Definitive Bearer Notes:	Not Applicable
14	Redemption/Payment Basis:	Redemption at Final Redemption Amount, subject to the other provisions herein
15	Date of Board approval for issuance of Notes obtained:	24 October 2022
16	Transaction Documents:	As per Master Conditions
17	Transaction Parties:	As per Master Conditions

#### **MORTGAGED PROPERTY**

18	Mortgaged Property:	
	(i) Original Collateral:	The Original Collateral shall comprise Singapore Dollar (“ <b>SGD</b> ”) 28,000,000 in principal amount of senior unsecured bonds due 01 September 2033 issued by the Government of Singapore and identified below:
		Original Collateral Obligor: The Government of Singapore

Address: 10 Shenton Way,  
MAS Building  
Singapore 079117

Country of Incorporation: Singapore

Business Activities: Sovereign

Listed on the following stock exchanges / Admitted to trading on the following regulated market, equivalent third country market or SME growth market: Berlin Stock Exchange, Frankfurt Stock Exchange, Gettex, Munich Stock Exchange, Singapore Exchange, Stuttgart Stock Exchange

**Asset:**

ISIN: SG3261987691

Bloomberg Ticker: SIGB 3.375 09/01/33

Coupon: 3.375 per cent. per annum.

Maturity: 01 September 2033

Currency: SGD

Governing Law: Singapore law

Senior/Subordinated: Senior unsecured

Admitted to trading on the following markets: Berlin Stock Exchange, Frankfurt Stock Exchange, Gettex, Munich Stock Exchange, Singapore Exchange, Stuttgart Stock Exchange

(ii) Original Collateral Obligor Reference Date: 10 October 2022

(iii) Purchase of Original Collateral: The Issuer will purchase the Original Collateral from the Vendor on the Issue Date pursuant to the Collateral Sale Agreement.

(iv) Substitution of Original Collateral: Not Applicable

(v) Swap Agreement: Applicable

(vi) Swap Counterparty:	Credit Suisse International
(vii) Swap Guarantor:	Not Applicable
(viii) Credit Support Annex:	Applicable - Payable by Issuer and Swap Counterparty
(ix) Replacement Swap Counterparty Mechanics:	Applicable
(x) Repo Agreement:	Not Applicable
(xi) Repo Counterparty:	Not Applicable
(xii) SL Agreement:	Not Applicable
(xiii) SL Counterparty:	Not Applicable
19 Additional Security Documents:	Not Applicable
20 Security:	As per Master Conditions
21 Application of Available Proceeds:	As per Master Conditions

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

22 Fixed Rate Note Provisions:	Not Applicable
23 Floating Rate Note Provisions:	Not Applicable
24 Variable-linked Interest Rate Note Provisions:	Applicable
(i) Provisions for determining coupon where calculated by reference to formula and/or other variable:	The Rate of Interest in respect of each Interest Period shall be the Reference Rate.
(ii) Formula/ other variable:	“ <b>Reference Rate</b> ” means, in respect of an Interest Period, a percentage rate per annum calculated in accordance with the following formula:

$$MAX \left[ \left( \frac{CPTFEMU_t}{CPTFEMU_{t-1}} \right) - 1 + 0.685\% ; 0 \right]$$

Where:

“**CPTFEMU<sub>t</sub>**” means the published CPTFEMU value applicable to the calendar month that is three months immediately preceding the Interest Payment Date for the relevant Interest Period, as per the table below and regardless of when this information is published.

“**CPTFEMU<sub>t-1</sub>**” means the published CPTFEMU value applicable to the calendar month that is three months and one calendar year immediately preceding the Interest Payment Date for the relevant Interest Period, as per the table below and regardless of when this information is

published.

<b>Scheduled Interest Payment Date</b>	<b>CPTFEMU<sub>t</sub></b>	<b>CPTFEMU<sub>t-1</sub></b>
01 September 2023	June 2023	June 2022
01 September 2024	June 2024	June 2023
01 September 2025	June 2025	June 2024
01 September 2026	June 2026	June 2025
01 September 2027	June 2027	June 2026
01 September 2028	June 2028	June 2027
01 September 2029	June 2029	June 2028
01 September 2030	June 2030	June 2029
01 September 2031	June 2031	June 2030
01 September 2032	June 2032	June 2031
01 September 2033	June 2033	June 2032

For the avoidance of doubt, no interpolation shall apply.

“**CPTFEMU**” means the non-revised and non-seasonally adjusted Harmonised Index of Consumer Prices excluding tobacco (“**HICP ex-Tobacco**”), which is provided by Eurostat and available for information purposes only, on Bloomberg page CPTFEMU Index.

Notwithstanding anything to the contrary in the Master Conditions, if, on or prior to the day that is five Reference Business Days prior to any Interest Payment Date, the Calculation Agent determines that:

- (i) there is a delay in the publication of CPTFEMU; or
- (ii) Eurostat has corrected a manifest error in its original publication of CPTFEMU; or
- (iii) CPTFEMU has been or will be rebased at any time,

the Calculation Agent may, acting in good faith and in a commercially reasonable manner, determine and/or adjust any Interest Amounts accordingly, provided that a delay in the publication of CPTFEMU for two consecutive months shall, in addition to the events set out in the Master Conditions, constitute a “Reference Rate Event”; and if the Calculation Agent determines that no adjustment can reasonably be made, the Notes shall be subject to early

redemption in accordance with the Master Conditions.

(iii)	Interest Payment Dates:	01 September in each year, with the first such date being 01 September 2023 and the last such date being the Maturity Date.
(iv)	Interest Period End Dates:	01 September in each year, with the first such date being 01 September 2023 and the last such date being the Maturity Date.
(v)	Business Days applicable to Interest Payment Dates and Interest Period End Dates:	London, Singapore and TARGET
(vi)	Business Day Convention applicable to Interest Payment Dates:	Following Business Day Convention
(vii)	Business Day Convention applicable to Interest Period End Dates:	No Adjustment
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	Calculation Agent, as per Master Conditions
(ix)	Day Count Fraction:	30/360
(x)	Interest Determination Date:	As defined in the Master Conditions
25	Default Interest:	As per Master Conditions
26	U.S. Withholding Note/U.S. tax form collection required:	No

#### **PROVISIONS RELATING TO REDEMPTION**

27	Specified Final Redemption Amount of each Note:	100 per cent. of the Specified Denomination
28	Early Redemption Amount of each Note:	As defined in the Master Conditions
29	Issuer Call:	Not Applicable
30	Noteholder Early Redemption Option:	Not Applicable
31	Liquidation:	As per Master Conditions
32	Liquidation Period Cut-off:	10 Reference Business Days
33	Relevant Regulatory Law Reference Date:	10 October 2022

#### **FURTHER TERMS**

34 Further terms: Not Applicable

### FORM OF NOTES AND AGENTS

35 Form of Notes: Registered Notes:  
Global Certificate exchangeable for Certificates in the limited circumstances specified in the Conditions.

36 Applicable TEFRA exemption: TEFRA Not Applicable

37 New Global Note/held under New Safekeeping Structure: No

38 Reference Business Day: London, Singapore and TARGET

39 Trustee, Agents, Custodian, Vendor:

(i) Trustee: HSBC Corporate Trustee Company (UK) Limited  
8 Canada Square  
London  
E14 5HQ  
United Kingdom

(ii) Calculation Agent: Credit Suisse International  
One Cabot Square  
London E14 4QJ  
United Kingdom

(iii) Custodian: HSBC Bank plc  
8 Canada Square  
London E14 5HQ  
United Kingdom

(iv) Disposal Agent: Credit Suisse International  
One Cabot Square  
London E14 4QJ  
United Kingdom

(v) Issuing and Paying Agent: HSBC Bank plc  
8 Canada Square  
London E14 5HQ  
United Kingdom

(vi) Additional Paying Agent(s): Not Applicable

(vii) Registrar: HSBC Bank plc  
8 Canada Square  
London E14 5HQ  
United Kingdom

(viii) Transfer Agent(s): HSBC Bank plc  
8 Canada Square  
London E14 5HQ  
United Kingdom

(ix) Vendor: Credit Suisse International  
 One Cabot Square  
 London E14 4QJ  
 United Kingdom

**DETAILS RELATING TO THE CREDIT SUPPORT ANNEX**

- 40 Base Currency: EUR
- 41 Eligible Currency: EUR, SGD
- 42 Delivery Cap: Applicable
- 43 Eligible Credit Support (VM): Subject to Paragraph 9(e) of the Credit Support Annex, if applicable, and each Credit Support Eligibility Condition (VM) applicable to it specified in Paragraph 11 of the Credit Support Annex, the Eligible Credit Support (VM) for the party specified (as the Transferor) shall be:

<b>Eligible Credit Support (VM) for the Swap Counterparty</b>	
<i>Description:</i>	<i>Valuation Percentage:</i>
Cash in an Eligible Currency	100%
Transferable debt instruments issued by the Republic of France, the Federal Republic of Germany, the Republic of Austria, the Kingdom of the Netherlands and the Singapore Government, whereby such debt obligations issued by the Republic of Austria, the Kingdom of the Netherlands and the Singapore Government shall only qualify as Eligible Credit Support if they are, on the relevant Valuation Date, rated at least AA by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. (including any successors thereto as determined by the Calculation Agent in a commercially reasonable manner) or at least Aa2 by Moody's Investors Service, Inc. (including any successors thereto as determined by the Calculation Agent in a commercially reasonable manner).	95%

**Eligible Credit Support (VM) for the Issuer**

<i>Description:</i>	<i>Valuation Percentage:</i>
The assets or property specified in these Pricing Terms as forming part of the Original Collateral	90%

- 44 Credit Support Eligibility Conditions (VM): Not Applicable
- 45 Minimum Transfer Amount for the Issuer: EUR 200,000
- 46 Minimum Transfer Amount for the Swap Counterparty: EUR 200,000
- 47 Valuation Date: Each day which is both a Business Day in London and a TARGET Business Day.

**DISTRIBUTION**

- 48 Dealer: Credit Suisse International
- 49 Additional selling restrictions: Not Applicable
- 50 Method of distribution: Non-syndicated

## PART B - OTHER INFORMATION

### 1 LISTING:

- (i) Listing and admission to trading: Application will be made for the Notes to be admitted to the Official List of Euronext Dublin and for admission of the Notes to trading on its Regulated Market. The Regulated Market is a regulated market for the purpose of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended).  
No assurance can be given that any such application will be approved or as to the date of any listing.  
The Issuer reserves the right to arrange for the Notes to be listed and admitted to trading on other exchanges, as agreed from time to time with the Dealer.
- (ii) Estimate of total expenses related to admission to trading: EUR 7,040

### 2 RATINGS:

Ratings: The Notes are not rated

### 3 USE OF PROCEEDS:

Use of proceeds: As per Base Prospectus

Use of initial payment due from any Swap Counterparty under the Swap Agreement, any Repo Counterparty under the Repo Agreement and any SL Counterparty under the SL Agreement: Not Applicable

### 4 OPERATIONAL INFORMATION:

ISIN: XS2546777017

Common Code: 254677701

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): Not Applicable

Delivery: Delivery free of payment

## AMENDMENTS AND SUPPLEMENTS TO THE TRANSACTION DOCUMENTS

Pursuant to the issue deed entered into between, amongst others, the Issuer and the Trustee, on or before the Issue Date, in respect of this Series only, the following amendments, elections and supplements have been made to the Transaction Documents.

### 1 Amendments and Supplements to the Master Swap Terms

#### Part A – Schedule

1.1 The following elections shall apply (unless otherwise specified, section references are to sections in the ISDA Master Agreement and part and paragraph references are to parts and paragraphs in the ISDA Schedule):

1.1.1 For the purpose of Section 3(f) of the Agreement, Party A makes the following representations:

- (i) it is a “foreign person” (as that term is used in Section 1.6041-4(a)(4) of the United States Treasury Regulations) for United States federal income tax purposes; and
- (ii) it is a “non-US branch of a foreign person” (as that term is used in Section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for United States federal income tax purposes.

1.1.2 For the purpose of Section 4(a)(i) of the Agreement, each party agrees to deliver the following documents, as applicable:

<b>Party required to deliver document</b>	<b>Form/Document/Certificate</b>	<b>Date by which to be delivered</b>
Party A	A correct, complete and executed U.S. Internal Revenue Service Form W-8BEN-E or W-8IMY (as applicable), or any successor thereto, together with appropriate attachments.	(i) Prior to the first scheduled payment date under the Agreement;
		(ii) promptly upon reasonable demand by Party B; and
		(iii) promptly upon learning that any such form, document or certificate previously provided by Party A has become obsolete or incorrect.
Party B	A correct, complete and executed U.S. Internal Revenue Service Form W-8BEN-E, or any successor thereto, together with appropriate attachments.	(i) Prior to the first scheduled payment date under this Agreement;
		(ii) promptly upon reasonable demand by Party A; and
		(iii) promptly upon learning that any such form, document or certificate previously provided

by Party B has become  
obsolete or incorrect.

Party A and Party B	Any other form or document, accurately completed and in a manner reasonably satisfactory to the other party, that may be required or reasonably requested in order for such party to comply with information reporting requirements under applicable law.	Promptly upon the reasonable demand by the other party.
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- 1.1.3 Party A is not a Multibranch Party.
- 1.1.4 Credit Support Document: Not Applicable.
- 1.1.5 Credit Support Provider: Not Applicable.

**Part B – Credit Support Annex**

- 1.2 The following elections shall apply (unless otherwise specified, paragraph references are to paragraphs in the Credit Support Annex):
  - 1.2.1 The account details of Party A shall be separately provided by Party A to Party B from time to time.
  - 1.2.2 The account details of Party B shall be:

**CSA Cash Account (EUR)**

Correspondent Bank: HSBC Continental Europe  
Correspondent Bank Swift Code: CCFRFRPP  
Beneficiary Bank: HSBC Bank plc, London  
Beneficiary Bank Swift Code: MIDLGB22  
For further credit to: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2022-307  
A/C No: 90199908  
Ref: SPIRE Series 2022-307  
XS2546777017

**CSA Custody Account**

HSBC Bank plc  
A/C of: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2022-307  
A/C No: 510710  
Ref: SPIRE Series 2022-307  
XS2546777017

## **2 Amendments and Supplements to the Master Dealer Terms**

**2.1** For the purposes of Clause 17 (*Manufacturing Obligations*), the following shall apply:

### **“17 Manufacturing Obligations**

In the UK, the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**Product Governance Rules**”) and Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018, amongst other things, set out obligations for firms that create, develop, issue and/or design financial instruments (the “**Manufacturer Obligations**”). PROD 3.2.7R of Section 3.2 of the Product Governance Rules lays down the specific Manufacturer Obligations.

The Dealer informs the Issuer, and the Issuer acknowledges, that, unless otherwise agreed in writing with the Issuer, the Dealer assumes responsibility for all Manufacturer Obligations for the Notes as follows. The Dealer, as the manufacturer, declares that it is subject to the obligations as set out in Section 3.2 of the Product Governance Rules. Pursuant to this, the Dealer is required, at a time and in a format to be agreed between the Dealer and the distributors (if any) of the Notes (each, a “**Distributor**”), to provide each Distributor with (i) a potential target market assessment for the Notes; and (ii) any group(s) of clients for whose needs, characteristics and objectives the Notes are not compatible.”

## **3 Amendments and Supplements to the Master Collateral Sale Terms**

**3.1** The following elections shall apply:

**3.1.1** “Original Collateral Sale Date” means 31 October 2022.

**3.1.2** “Original Collateral Sale Price” means SGD 28,000,000.

**FORM OF CONFIRMATION OF SWAP TRANSACTION**

*[The remainder of this page is intentionally left blank]*

## Swap Confirmation

Date: 31 October 2022

To: Single Platform Investment Repackaging Entity SA, acting in respect of its Compartment 2022-307 (“**SPIRE**”)

From: Credit Suisse International

Re: Swap Transaction relating to SPIRE Series 2022-307 EUR 20,000,000 Inflation Linked Secured Notes due 2033 (the “**Notes**”)

Dear Sirs,

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the Transaction entered into between us on the first day on which this Confirmation has been signed by both Party A and Party B (the “**Transaction**” and such date the “**Signing Date**”). This Confirmation constitutes a “Confirmation” as referred to in the ISDA 2002 Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the “**2006 Definitions**”), as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”), are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of and is subject to, the ISDA 2002 Master Agreement dated the Issue Date (the “**Agreement**”) entered into between Credit Suisse International (“**Party A**”) and SPIRE (“**Party B**”) in relation to the Notes. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Capitalised terms used but not defined herein will have the meanings given to such terms in the Conditions of the Notes. In this Confirmation, references to the “**Conditions**” have the meaning given in the terms and conditions of the Notes.

In the event of any inconsistency in defined terms, the term defined in the document appearing first in the following list shall govern: (1) the Conditions and (2) this Confirmation.

The terms of the Transaction to which this Confirmation relates are as follows:

### 1 General Terms

Trade Date:	10 October 2022
	Notwithstanding Section 3.7 of the 2006 Definitions, the parties agree that they have entered into the Transaction to which this Confirmation relates on the Signing Date.
Effective Date:	31 October 2022
Termination Date:	Maturity Date of the Notes
Calculation Agent:	Credit Suisse International
Business Days:	London, Singapore and TARGET (unless otherwise specified)
Business Day Convention:	Following (unless otherwise specified)

## 2 Party A Floating Amounts

Party A Floating Amount Payer:	Party A
Party A Floating Amount Payment Date(s):	Each Interest Payment Date on which an Interest Amount is due and payable to a holder in respect of the Notes.
Party A Floating Amount:	An amount equal to the aggregate of each Interest Amount that is payable by Party B on the Interest Payment Date to which the Party A Floating Amount Payment Date relates in respect of the Notes then outstanding.

## 3 Party B Fixed Amounts

Party B Fixed Amount Payer:	Party B
Party B Fixed Amount Payment Date(s):	<p>Each date on which a scheduled payment of an interest amount is due to a holder of the Original Collateral in the period from and including the Effective Date to and including the Termination Date.</p> <p>For the purposes of determining a Party B Fixed Amount Payment Date and the corresponding Party B Fixed Amount, whether a payment date or amount is “scheduled” is to be determined by reference to the terms of the Original Collateral as at the Trade Date and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice or grace period in respect thereof.</p>
Party B Fixed Amount:	In respect of a Party B Fixed Amount Payment Date, an amount equal to the aggregate scheduled interest amounts due on the Original Collateral that Party B has agreed to purchase on or around the Issue Date in respect of the Notes, in each case assuming no deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatever nature imposed by any authority of any jurisdiction.

## 4 Party A Final Exchange

Party A Final Exchange Payer:	Party A
Party A Final Exchange Date(s):	The Maturity Date.

Party A Final Exchange Amount: An amount equal to the aggregate of each Final Redemption Amount that is payable by Party B on the Maturity Date in respect of the Notes then outstanding.

## 5 Party B Final Exchange

Party B Final Exchange Payer: Party B

Party B Final Exchange Date: Each date on which a scheduled payment of principal is due to a holder of the Original Collateral in the period from and including the Effective Date to and including the Termination Date.

For the purposes of determining a Party B Final Exchange Date and the corresponding Party B Final Exchange Amount, whether a payment date or amount is “scheduled” is to be determined by reference to the terms of the Original Collateral as at the Trade Date and disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice or grace period in respect thereof.

Party B Final Exchange Amount: In respect of a Party B Final Exchange Date, an amount equal to the aggregate scheduled principal amounts due on the Original Collateral that Party B has agreed to purchase on or around the Issue Date in respect of the Notes, in each case assuming no deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatever nature imposed by any authority of any jurisdiction.

## 6 Termination Amounts

Where an Early Termination Amount is to be calculated in respect of this Transaction in accordance with Section 6 of the Agreement, notwithstanding any other provision of the Agreement, such calculation shall:

- (a) not take into account the related early redemption of the Notes in calculating the Party A Floating Amounts or the Party A Final Exchange Amount;
- (b) assume that interest and principal, as applicable, will be payable in respect of the Notes until (and including) the Maturity Date of the Notes;
- (c) assume that scheduled interest and principal, as applicable, will be payable on the Collateral until the scheduled maturity date of the Original Collateral; and
- (d) not take into account any interest payable pursuant to Section 9(h)(ii)(1) of the Agreement in relation to any amount that would, but for Section 2(a)(iii), have become payable under this Transaction on or after an Early Redemption Trigger Date and on or prior to the Early Termination Date.

## 7 Account Details

SGD Account details of Party A:  
(in respect of Party B Fixed Amounts and  
Party B Final Exchange)

A/C with: Standard Chartered Bank Singapore  
Swift: SCBLSG22  
A/C of: Credit Suisse International  
Swift: CSFPGB2L  
A/C No: 0109348524  
Ref: SPIRE Series 2022-307  
XS2546777017

EUR Account details of Party B:  
(in respect of Party A Floating Amounts  
and Party A Final Exchange)

Correspondent Bank: HSBC Continental Europe  
Correspondent Bank Swift Code: CCFRFRPP  
Beneficiary Bank: HSBC Bank plc, London  
Beneficiary Bank Swift Code: MIDLGB22  
For further credit to: Single Platform Investment  
Repackaging Entity SA, acting in respect of its  
Compartment 2022-307  
A/C No: 90190774  
Ref: SPIRE Series 2022-307  
XS2546777017

This Confirmation and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us by facsimile.

Yours faithfully

**CREDIT SUISSE INTERNATIONAL** as Party A

By:

Name:

Title:

Confirmed on the date first above written:

**SINGLE PLATFORM INVESTMENT REPACKAGING ENTITY SA, ACTING IN RESPECT OF ITS COMPARTMENT 2022-307** as Party B

By:

Name:

## **TAXATION**

*Prospective investors of the Notes should read the corresponding section of the Base Prospectus set out in pages 268 to 272 of the Base Prospectus.*

## **SUBSCRIPTION AND SALE**

*Prospective investors of the Notes should read the corresponding section of the Base Prospectus set out in pages 273 to 277 of the Base Prospectus.*

## GENERAL INFORMATION

1. The issue of the Notes was authorised by a resolution of the Board on 24 October 2022.
2. Maples and Calder (Ireland) LLP has been appointed by the Issuer to act as its listing agent in Ireland.
3. The Base Prospectus is available on the following website: [https://www.spiresea.com/media/1046/01-spire-2022\\_base-prospectus.pdf](https://www.spiresea.com/media/1046/01-spire-2022_base-prospectus.pdf).
4. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg under Common Code 254677701. The International Securities Identification Number for the Notes is XS2546777017.
5. The Issuer does not intend to provide post-issuance information in relation to the Notes or the Collateral (as described in the Conditions of the Notes).
6. The website of the Issuer is <https://www.spiresea.com>.
7. Any websites included in the Base Prospectus or this Series Prospectus are for information purposes only and do not form part of the Base Prospectus or this Series Prospectus unless incorporated by reference into the Base Prospectus or this Series Prospectus.
8. The Issuer has appointed Sanne Group (UK) Limited of 6th Floor, 125 London Wall, London, EC2Y 5AS to receive, for it and on its behalf, service of process in any proceedings relating to the Notes in England pursuant to an appointment letter dated on or around 31 October 2022.
9. SPIRE is not involved in any governmental, legal or arbitration proceedings that may have, or have had in the past 12 months, a significant effect on its financial position or profitability nor is SPIRE aware that any such proceedings are pending or threatened.
10. There has been no significant or material adverse change in the financial position or prospects of SPIRE since 31 December 2021 (such date being the date of SPIRE's latest audited financial statements).
11. For so long as any Notes remain outstanding, copies of the following documents can be found at <https://www.spiresea.com/documents>:
  - (i) up-to-date consolidated articles of association (*statuts*) of SPIRE dated 07 May 2021; and
  - (ii) the Master Trust Terms.
12. For so long as any Notes remain outstanding, copies of the Series Prospectus, which contains a list of the amendments, if any, made to the Master Trust Terms in respect of the Notes, can be found at <https://live.euronext.com/en/markets/dublin>.
13. For so long as any Notes remain outstanding, copies of the 2021 Accounts are available in printed form free of charge for inspection by holders of, or counterparties to, the Notes during the hours

between 9.00 a.m. and 5.00 p.m. (with respect to the location of the relevant offices specified below) on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of SPIRE and at the Specified Office of the Issuing and Paying Agent.

**Issuer**

**Single Platform Investment Repackaging Entity SA**

(acting in respect of its Compartment 2022-307)

5, Heienhaff

L-1736 Senningerberg

Grand Duchy of Luxembourg

**Trustee**

**HSBC Corporate Trustee Company (UK) Limited**

8 Canada Square

London E14 5HQ

United Kingdom

**Custodian, Issuing and Paying Agent, Registrar and Transfer Agent**

**HSBC Bank plc**

8 Canada Square

London E14 5HQ

United Kingdom

**Calculation Agent, Dealer, Disposal Agent, Swap Counterparty and Vendor**

**Credit Suisse International**

One Cabot Square

London

E14 4QJ

United Kingdom

**Legal Advisers**

*to the Dealer  
in respect of English law*

**Simmons & Simmons LLP**

CityPoint

One Ropemaker Street

London EC2Y 9SS

United Kingdom

*to the Issuer  
in respect of Luxembourg law*

**Allen & Overy SCS**

*inscrite au Barreau de Luxembourg*

5 avenue John F. Kennedy

L-1855 Luxembourg

Grand Duchy of Luxembourg

**Listing Agent**

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