

## **TERM SHEET**

**Date: 11.5.2023**

**Premier SCC Limited**  
(the “**SCC**” or the “**Issuer**”)

**BIOGAS Cell**  
(the “**Cell**”)

This Term Sheet reflects the current expectations of the Issuer in relation to a potential offer and issue of securities, the terms and conditions for which are set out in this Term Sheet (the “**Notes**”). This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy the Notes, whether to the public or otherwise. Any offer and subscription of the Notes may take place only on the basis of and pursuant to a private placement memorandum for the Notes to be prepared by the Issuer (the “**PPM**”). Investors should not take any decision to invest in the notes before reading and carefully understanding all of the information contained in the full PPM. The terms and conditions of the Notes as set out herein could potentially be modified and the final terms and conditions of the Notes shall be contained in the PPM.

**The Malta Financial Services Authority has made no assessments or value judgements for the accuracy or completeness of statements made or opinions expressed nor approved the contents contained in this document, nor is it approved. Furthermore the Special Purpose Vehicle is not licensed or in any way authorised by the Malta Financial Services Authority.**

<b>Issuer</b>	Premier SCC Limited, a private limited liability company registered in Malta established as a securitisation cell company pursuant to the Securitisation Cell Companies Regulations, with its registered address at Nu Bis Centre, Mosta Road, Lija, LJA 9012, Malta and with Company Registration Number C82358, acting in respect of the Cell.
<b>Securities</b>	Asset-backed Notes
<b>Aggregate Principal Amount of Issue</b>	Up to EUR 5,000,000
<b>Nominal Value per Note</b>	EUR 1,000
<b>ISIN Code</b>	CH1108677746
<b>Issue Price</b>	100 % of Nominal Value
<b>Call</b>	101% on the 2.1.2024
<b>Minimum Subscription</b>	EUR 100,000

<b>Subscription Period</b>	Open for whole term
<b>Issue Date</b>	15 <sup>th</sup> of May 2023
<b>Maturity Date</b>	14 <sup>th</sup> of May 2024
<b>Term</b>	12 Months
<b>Coupon</b>	<b>12%</b> fixed interest rate
<b>Use of Proceeds</b>	An amount equal to the aggregate nominal value of the Notes issued will be utilised by the Issuer to grant a secured loan to the Borrower, pursuant to the Secured Loan Facility. The Borrower will utilise the proceeds of the Secured Loan Facility to finance the internal and external growth of the organisation and for general corporate, liquidity and cash management purposes. All proceeds of the issue in excess to the aggregate Nominal Value of Notes issued will be payable by the Issuer to the SCC to cover the set-up costs of the Issuer and Notes issuance.
<b>Secured Loan Facility</b>	<p>A Maltese law governed secured loan facility granted by the Issuer to the Borrower, with a fixed term of 1 years, beginning on the Issue Date (the “<b>Loan Commencement Date</b>”) and terminating 15 days prior to the Maturity Date (the “<b>Loan Termination Date</b>”).</p> <p>The Secured Loan Facility will bear an interest rate of <b>15%</b> on the principal loan provided that the Borrower will not have any obligation to the Issuer other than the obligation to account to the Issuer for the outstanding principal amount. The Borrower is therefore obliged only to make payments utilising the assets in the amounts actually received and retained (net of tax and expenses) by or for the account of the Borrower.</p> <p>The Fixed Interest Return will be payable on the Loan Termination Date.</p> <p>The loan will be secured by means of a Maltese law security interest granted by the Borrower to the Issuer it being understood and agreed that the securities on the foreign assets shall be governed by any applicable Foreign Law.</p>
<b>Security</b>	The “Collateral”, as such term is defined in the General Security Agreement.
<b>Borrower/Borrower</b>	<b>Andion Capital Inc.</b> , a company registered in Canada.

### **Set-up and Administration Fee**

The Issuer will charge a Set-up fee of **EUR 35,000** and an Administration Fee of **0.3%** of the funds received from the subscription of the Notes (AUM) with a minimum annual fee of **EUR 30,000**.

The Set-up and the Administration Fee will be attributable to, and payable from, the assets of the Cell.

### **Paying Agent Fee**

The Paying agent will charge the Cell a fee for the creation of the Notes of **0.2%** of the nominal value of each Note, with a minimum annual fee of **EUR 10,000**.

The Paying agent will charge the Cell a fee for the storage of the Notes of **0.2%** of the nominal value of each Note, calculated pro-rata on a daily basis.

The Paying Agent fee will be attributable to, and payable from the assets, of the Cell. The Paying fee will be calculated by the Administrator.

### **Form and Title**

The Notes will be issued in Dematerialised form under the articles 973a, 973b and 973c of the Swiss Code Obligation, as amended from time to time. The bond will be represented exclusively by book in the records of SIX Clearing System. Access to the SIX Clearing System is available through its SIX Clearing System participants whose membership extends to securities such as the Bonds. SIX Clearing System participants include certain banks, stockbrokers and Euroclear and Clearstream, Luxembourg.

Transfer of interest in the Bonds will be effected between the SIX Clearing System participants in accordance with the rules and operating procedures of the SIX Clearing System. Transfer between investors will be effected in accordance with the respective rules and operating procedures of the Clearing System Participants through which they hold their Bonds.

Neither the Issuer nor the Agent will have any responsibility for the proper performance of the SIX Clearing System or the SIX Clearing System participants of their obligations under their respective rules and operating procedures.

A Bondholder must rely on the procedures of the SIX Clearing System, Euroclear and Clearstream, Luxembourg to receive payments under Bonds. The Issuer will have no responsibility or liability for the

records relating to, or payments made in respect of, the Bonds within the SIX Clearing System.

## **Product Representation**

Notes to be represented by Intermediate Securities.

## **Risk Factor**

Regarding investments in the Notes, there are several kinds of risks, inter alia:

- the credit risk linked to the Underlying;
- the counter party risk with respect to the Issuer of the Notes;
- the liquidity risk: there might be no liquidity at all in the secondary market.

The liquidity of the Product as well as the liquidity of the underlying is very limited and may not exit during the lifetime of the Product. In the worst case scenario, Holders of the Notes may lose their total investment.

## **Limited Recourse Obligations**

The Notes constitute unsecured limited recourse obligations of the Issuer and the Issuer will not have any obligation to the Noteholders other than the obligation to account to the Noteholders for payment of Redemption Amounts using only payments and proceeds received and retained (net of tax and expenses) by, or for the account of, the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable.

It may be the case that the amounts received by the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable, are less than the aggregate Nominal Value of Notes in respect of which the relevant Redemption Amount is to be paid. If on an Early Redemption Date the Early Redemption Amount attributable to the Notes being redeemed is less than their Nominal Value, the Issuer shall only be obliged to pay the Noteholders the Early Redemption Amount without any further obligation of the Issuer to make up for the difference. If on the Maturity Date the Final Redemption Amount attributable to the Notes being redeemed is less than their Nominal Value, the Issuer shall only be obliged to pay the Noteholders the Final Redemption Amount without any further obligation of the Issuer to make up for the difference.

## **Liability for the Notes**

The Notes are an obligation of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Private Placement Memorandum including but not limited to the Administrator, the Account Bank and/or any of the Issuer's other service providers.

Accordingly, it is possible that the Noteholders' return on their investment may be less (and possibly substantially so) than the Nominal Value of the Notes originally invested in and in such cases the Noteholders will have no further claim against the Issuer, the assets of any other cell of the SCC or against the SCC's non-cellular assets.

**Early Redemption Upon Issuer's Request**

The issuer may decide to redeem the Notes in full or in part subject to a ten Business Days prior written notice given by the Issuer to the Noteholders prior to the payment of the Notes (the "**Early Termination Date**") and at the following price:

**15.1.2024 at 101%**

**Final Redemption Amount**

In respect of each Note being redeemed on the Maturity Date, its Nominal Value thereon and any remaining funds held by the Issuer after payment of all accrued liabilities (including any costs required to be withheld in order to wind up the Issuer) as at the Maturity Date.

**Redemption Amount**

In respect of each Note being redeemed, the Final Redemption Amount and each Early Redemption Amount, as applicable, *provided that* the Issuer will not have any obligation to the Noteholders other than the obligation to account to the Note Holders for payment of Redemption Amounts using only payments and proceeds received and retained (net of tax and expenses) by, or for the account of, the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable. The Issuer is therefore obliged only to make payments (in respect of any Redemption Amount) of any Early Repayment Amounts or the Final Repayment Amount (as applicable) actually received and retained (net of tax and expenses) by or for the account of the Issuer.

**Redemption Payments**

Payment of Redemption Amounts due to Noteholders in respect of an Early Redemption will be made within 30 days of the relevant Early Redemption Date

**Ranking**

The Notes will constitute direct and unsubordinated obligations of the Issuer and will rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer.

<b>Listing</b>	The Notes will not be listed in any Regulated Exchange
<b>Eligibility Criteria</b>	The Notes will only be offered and issued to (i) ‘professional clients’ as defined under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directives 2002/92/EC and 2011/61/EU (recast) and (ii) persons that are not ‘U.S. persons’ as defined in Regulation S of the U.S. Securities Act of 1933, as amended;
<b>Governing Law &amp; Jurisdiction of Notes</b>	Malta
<b>Liability Clause</b>	The Issuer, the Calculation Agent and the Paying Agent are not liable to Note Holders or other third parties for any loss or liability arising from a negative performance of the Product.
<b>Administrator of the SCC / Issuer</b>	Fexserv Fund Services (Malta) Limited
<b>Auditor of the SCC / Issuer</b>	Deloitte (Malta)
<b>Paying Agent</b>	ISP Securities AG (Switzerland)
<b>Common Depositary</b>	SIX SIS AG (Switzerland)
<b>Account Bank</b>	BMO Harris (U.S.A.)
<b>Borrower</b>	Andion Global Inc. (Canada)