

SUMMARY NOTE

Dated 6 March 2019

This Summary Note is issued in accordance with the provisions of Chapter 4 of the Listing Rules issued by the Listing Authority and in accordance with the provisions of 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 Commission Delegated Regulation (EU) No. 486/2012 of the 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, Commission Delegated Regulation (EU) No. 382/2014 of 7 March 2014 and Commission Delegated Regulation (EU) No. 2016/301 of 30 November 2015.

In respect of an issue of €13,500,000 4.5% Unsecured Bonds 2029
of a nominal value of €50,000 per Bond issued at par by



ENDO FINANCE P.L.C.

a public limited liability company registered in Malta with company registration number C 89481

with the joint and several Guarantee* of International Fender Providers Ltd (C 69877),
IFP International Fender Providers Limited (HE 348221) and P & C Limited (C 13033)

ISIN: MT0002141209

*Prospective investors are to refer to the Guarantee contained in Annex 1 of the Securities Note forming part of the Prospectus for a description of the scope, nature and terms of the Guarantee. Prospective investors are also to refer to subsection 5.3.4 of the Registration Document forming part of the Prospectus for a description of the Collateral Rights. Reference should also be made to the sections entitled "Risk Factors" contained in this Summary Note, the Registration Document and the Securities Note for a discussion of certain risk factors which should be considered by prospective investors in connection with the Bonds and the Guarantee provided by the Guarantors, as well as the Collateral Rights granted by the Endo Group.

Legal Advisors



Sponsor, Manager & Registrar



Custodian



THE LISTING AUTHORITY HAS AUTHORISED THE ADMISSIBILITY OF THESE SECURITIES AS A LISTED FINANCIAL INSTRUMENT. THIS MEANS THAT THE SAID INSTRUMENT IS IN COMPLIANCE WITH THE REQUIREMENTS AND CONDITIONS SET OUT IN THE LISTING RULES. IN PROVIDING THIS AUTHORISATION, THE LISTING AUTHORITY DOES NOT GIVE ANY CERTIFICATION REGARDING THE POTENTIAL RISKS IN INVESTING IN THE SAID INSTRUMENT AND SUCH AUTHORISATION SHOULD NOT BE DEEMED OR BE CONSTRUED AS A REPRESENTATION OR WARRANTY AS TO THE SAFETY OF INVESTING IN SUCH INSTRUMENT. THE LISTING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE CONTENTS OF THE PROSPECTUS, MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM, OR IN RELIANCE UPON, THE WHOLE OR ANY PART OF THE CONTENTS OF THE PROSPECTUS, INCLUDING ANY LOSSES INCURRED BY INVESTING IN THESE SECURITIES. A PROSPECTIVE INVESTOR SHOULD ALWAYS SEEK INDEPENDENT FINANCIAL ADVICE BEFORE DECIDING TO INVEST IN ANY LISTED FINANCIAL INSTRUMENTS. A PROSPECTIVE INVESTOR SHOULD BE AWARE OF THE POTENTIAL RISKS IN INVESTING IN THE SECURITIES OF AN ISSUER AND SHOULD MAKE THE DECISION TO INVEST ONLY AFTER CAREFUL CONSIDERATION AND CONSULTATION WITH HIS OR HER OWN INDEPENDENT FINANCIAL ADVISOR.

IMPORTANT INFORMATION

THIS SUMMARY NOTE CONSTITUTES PART OF A PROSPECTUS AND CONTAINS INFORMATION IN RELATION TO ENDO FINANCE P.L.C. IN ITS CAPACITY AS ISSUER AND INTERNATIONAL FENDER PROVIDERS LTD, IFP INTERNATIONAL FENDER PROVIDERS LIMITED AND P & C LIMITED AS GUARANTORS. THIS DOCUMENT INCLUDES INFORMATION GIVEN IN COMPLIANCE WITH: (A) THE COMPANIES ACT, (CAP. 386 OF THE LAWS OF MALTA) AND 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 COMMISSION 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, COMMISSION DELEGATED REGULATION (EU) NO. 382/2014 OF 7 MARCH 2014 AND COMMISSION DELEGATED REGULATION (EU) NO. 2016/301 OF 30 NOVEMBER 2015); AND (B) THE RULES AND REGULATIONS APPLICABLE TO THE ADMISSION OF SECURITIES ON THE OFFICIAL LIST OF THE MSE.

NO BROKER, DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORISED BY THE ISSUER, THE GUARANTORS OR THEIR RESPECTIVE DIRECTORS TO ISSUE ANY ADVERTISEMENT OR TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE SALE OF BONDS OF THE ISSUER OTHER THAN THOSE CONTAINED IN THE PROSPECTUS AND IN THE DOCUMENTS REFERRED TO HEREIN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE ISSUER, THE GUARANTORS, THEIR RESPECTIVE DIRECTORS OR ADVISORS.

IT IS THE RESPONSIBILITY OF ANY PERSON IN POSSESSION OF THIS DOCUMENT TO INFORM THEMSELVES OF, AND TO OBSERVE AND COMPLY WITH, ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION. PROSPECTIVE APPLICANTS FOR ANY SECURITIES THAT MAY BE ISSUED BY THE ISSUER SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS OF APPLYING FOR ANY SUCH SECURITIES AND ANY APPLICABLE EXCHANGE CONTROL REQUIREMENTS AND TAXES IN THE COUNTRIES OF THEIR NATIONALITY, RESIDENCE OR DOMICILE.

A COPY OF THIS DOCUMENT HAS BEEN SUBMITTED TO THE LISTING AUTHORITY AND THE MSE, AND HAS BEEN DULY FILED WITH THE REGISTRAR OF COMPANIES. APPLICATION HAS BEEN MADE TO THE MSE FOR THE BONDS TO BE ADMITTED TO THE OFFICIAL LIST OF THE MSE. **A PROSPECTIVE INVESTOR SHOULD BE AWARE OF THE POTENTIAL RISKS IN INVESTING IN THE ISSUER AND SHOULD MAKE THE DECISION TO INVEST ONLY AFTER CAREFUL CONSIDERATION AND CONSULTATION WITH HIS OR HER OWN INDEPENDENT FINANCIAL ADVISOR.**

THE CONTENTS OF THE ISSUER'S WEBSITE OR ANY WEBSITE DIRECTLY OR INDIRECTLY LINKED TO THE ISSUER'S WEBSITE DO NOT FORM PART OF THIS DOCUMENT. ACCORDINGLY, NO RELIANCE OUGHT TO BE MADE BY ANY INVESTOR ON ANY INFORMATION OR OTHER DATA CONTAINED IN SUCH WEBSITES AS THE BASIS FOR A DECISION TO INVEST IN THE BONDS.

ALL THE ADVISORS TO THE ISSUER AND GUARANTORS HAVE ACTED AND ARE ACTING EXCLUSIVELY FOR THE ISSUER AND GUARANTORS IN RELATION TO THIS PROSPECTUS AND HAVE NO CONTRACTUAL, FIDUCIARY OR OTHER OBLIGATION OR RESPONSIBILITY TOWARDS ANY OTHER PERSON. NONE OF THE ADVISORS ACCEPT ANY RESPONSIBILITY TO ANY INVESTOR OR ANY OTHER PERSON WHOMSOEVER IN RELATION TO THE CONTENTS OF, AND ANY INFORMATION CONTAINED IN, THE PROSPECTUS, ITS COMPLETENESS OR ACCURACY OR ANY OTHER STATEMENT MADE IN CONNECTION THEREWITH.

THE DIRECTORS OF THE ISSUER CONFIRM THAT WHERE INFORMATION INCLUDED IN THIS PROSPECTUS HAS BEEN SOURCED FROM A THIRD PARTY, SUCH INFORMATION HAS BEEN ACCURATELY REPRODUCED, AND AS FAR AS THE DIRECTORS OF THE ISSUER ARE AWARE AND ARE ABLE TO ASCERTAIN FROM INFORMATION PUBLISHED BY THAT THIRD PARTY, NO FACTS HAVE BEEN OMITTED WHICH WOULD RENDER THE REPRODUCED INFORMATION INACCURATE OR MISLEADING.

THE VALUE OF INVESTMENTS CAN RISE OR FALL AND PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE. IF YOU NEED ADVICE WITH RESPECT TO THE BOND ISSUE, YOU SHOULD CONSULT A LICENSED STOCKBROKER OR AN INVESTMENT ADVISOR LICENSED UNDER THE INVESTMENT SERVICES ACT, CAP. 370 OF THE LAWS OF MALTA.



THIS DOCUMENT AND ALL AGREEMENTS, ACCEPTANCES AND CONTRACTS RESULTING THEREFROM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MALTA, AND ANY PERSON ACQUIRING ANY BONDS PURSUANT TO THE PROSPECTUS SHALL SUBMIT TO THE JURISDICTION OF THE MALTESE COURTS, WITHOUT LIMITING IN ANY MANNER THE RIGHT OF THE ISSUER AND/OR GUARANTORS TO BRING ANY ACTION, SUIT OR PROCEEDING, IN ANY OTHER COMPETENT JURISDICTION, ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE OF BONDS, OR AGREEMENT, ACCEPTANCE OR CONTRACT RESULTING HEREFROM, OR THE PROSPECTUS AS A WHOLE.

STATEMENTS MADE IN THIS DOCUMENT ARE, EXCEPT WHERE OTHERWISE STATED, BASED ON THE LAW AND PRACTICE CURRENTLY IN FORCE IN MALTA AND ARE SUBJECT TO CHANGES THERETO.

THE LISTING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE CONTENTS OF THE PROSPECTUS, MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THE PROSPECTUS.

This Summary Note is prepared in accordance with the requirements of the Regulation.

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

Except where the context otherwise requires, the capitalised words and expressions used in this Summary Note shall bear the meanings assigned to them in the Registration Document and the Securities Note forming part of the Prospectus, as the case may be.

SECTION A Introduction and Warnings

A.1 Prospective investors are hereby warned that:

- I. this summary is being provided to convey the essential characteristics and risks associated with the Issuer and the securities being offered pursuant to this document. This part is merely a summary and therefore should only be read as an introduction to the Prospectus. It is not and does not purport to be exhaustive and investors are warned that they should not rely on the information contained in this summary in making a decision as to whether to invest in the securities described in this document. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor;
- II. where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of Malta, have to bear the costs of translating the Prospectus before the legal proceedings are initiated; and
- III. civil liability attaches only to those persons who have tabled the summary including any translation thereof, and who applied for its notification, but only if the summary, when read together with the other parts of the Prospectus, is misleading, inaccurate or inconsistent; or does not provide key information in order to aid investors when considering whether to invest in such securities.

A.2 **Consent required in connection with the use of the Prospectus during the Issue Period by Authorised Intermediaries**

Prospective investors are hereby informed that:

- i. for the purposes of any subscription for Bonds by Authorised Intermediaries during the Issue Period and any subsequent resale, placement or other offering of Bonds by such Authorised Intermediaries in circumstances where there is no exemption from the requirement to publish a prospectus under the Prospectus Directive, the Issuer consents to the use of this Prospectus (and accepts responsibility for the information contained therein) with respect to any such subsequent resale, placement or other offering of Bonds, provided this is limited only:
 - a. in respect of Bonds subscribed for through Authorised Intermediaries during the Issue Period;
 - b. to any resale, placement or other offering of Bonds subscribed for as aforesaid, taking place in Malta; and
 - c. to any resale, placement or other offering of Bonds subscribed for as aforesaid, taking place within the period of 60 days from the date of the Prospectus.
- ii. **in the event of a resale, placement or other offering of Bonds by an Authorised Intermediary, said Authorised Intermediary shall be responsible to provide information to prospective investors on the terms and conditions of the resale, placement or other offering at the time such is made.**

SECTION B Issuer and Guarantors

- B.1 The legal and commercial name of the Issuer is Endo Finance p.l.c. The legal and commercial names of the Guarantors are International Fender Providers Ltd ('IFP Malta'), IFP International Fender Providers Limited ('IFP Cyprus') and P & C Limited.
- B.2 The Issuer was registered in Malta in terms of the Act on 20 November 2018 as a public limited liability company and is domiciled in Malta. IFP Malta was registered in Malta in terms of the Act on 2 April 2015 as a private limited liability company and is domiciled in Malta. IFP Cyprus was incorporated on 26 October 2015 as limited liability company, registered in terms of the Cypriot Companies Law, Chapter 113 of the laws of Cyprus, and is domiciled in Cyprus. P & C Limited was registered in Malta in terms of the Act on 28 August 1991 as a private limited liability company and is domiciled in Malta.
- B.4b The following is an overview of the most significant recent trends affecting the Issuer and the Endo Tankers Sub-Group:

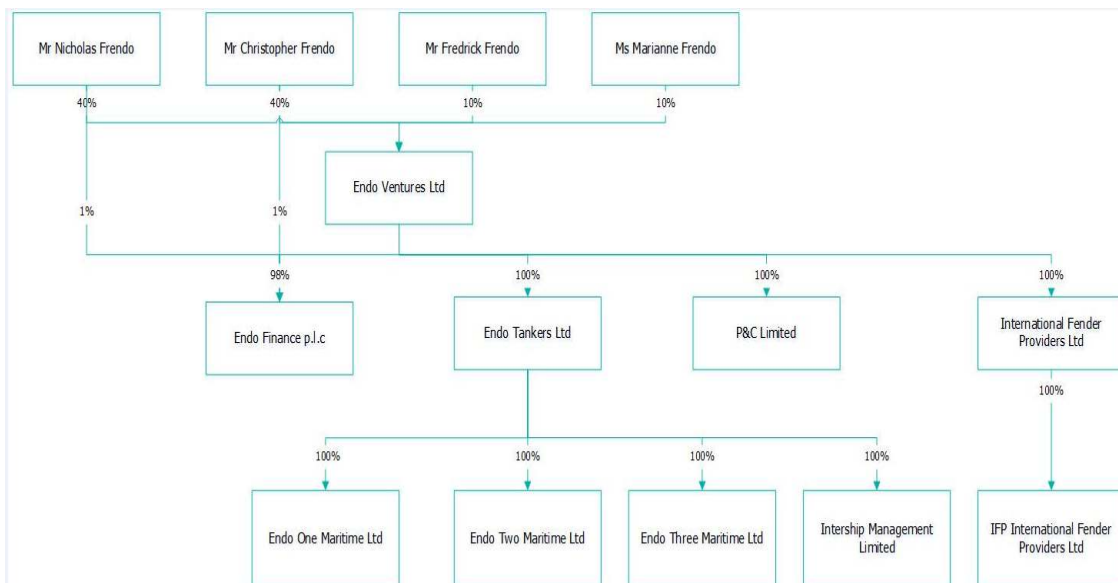
The Issuer is dependent on the business prospects of the Endo Tankers Sub-Group and, therefore, the trend information relating to the Endo Tankers Sub-Group has a material effect on its financial position and prospects.

At the time of publication of the Prospectus, the Endo Tankers Sub-Group considers that generally it shall be subject to the normal business risks associated with the industry in which the Endo Tankers Sub-Group companies are involved and operate as disclosed in the Prospectus and, barring unforeseen circumstances, does not anticipate any trends, uncertainties, demands, commitments or events outside the ordinary course of business that could be deemed likely to have a material effect on the upcoming prospects of Endo Tankers Sub-Group companies and their respective businesses, at least with respect to the current financial year. However, investors are strongly advised to carefully read the risk factors disclosed in the Prospectus.

The time charter rates for the MR vessel (that is, the proposed Vessel 2) and the 5,000 to 8,000 DWT vessel (that is, the proposed Vessel 3) are based on the average charter rates over the historical period 2008 to 2017. Mumtaz is chartered to a related entity on a bareboat charter agreement where the charter rate is fixed. There is no open market in determining charter rates for Mumtaz considering the size of this vessel.

Utilisation rates of the vessels used in the projections for the Endo Group as set out in the Prospectus are based on industry practices. The vessels are chartered on an annual basis with a stipulated 90-day notice period prior to the termination of the time charter agreement. During this period, the Endo Group will start negotiations with alternative charterers, in the event the charterer decides to discontinue the charter for the following year.

- B.5 The organisational structure of the Endo Group is illustrated in the diagram below as at the date of the Prospectus:



- B.9 Set out below is forecast financial data of the Group for the financial years ending 31 December 2019 and 2020, respectively:

Projected consolidated profit and loss account years ending 31 December 2019 and 2020:

Year	2019	2020
	Projected €000s	Projected €000s
Revenue	9,631	9,246
EBITDA	4,468	3,955
Total comprehensive income	2,134	6,697

Projected consolidated statement of financial position as at 31 December 2019 and 2020:

Year	2019	2020
	Projected €000s	Projected €000s
Non current assets	16,838	17,753
Current assets	10,646	10,089
Total assets	27,484	27,842
Total equity	10,577	12,285
Current liabilities	1,832	1,143
Non Current liabilities	15,075	14,414
Total liabilities	16,907	15,557
Total equity and liabilities	27,484	27,842

Projected consolidated cash flow statement years ending 31 December 2019 and 2020:

Year	2019	2020
	Projected €000s	Projected €000s
Net cash flows operating activities	3,015	2,440
Net cash flow (used in) financing activities	(12,900)	7,200
Net cash flows from financing activities	(110)	(3,060)
Net movement in cash and cash equivalents	(9,996)	6,580
Cash and cash equivalents at the beginning of year	11,740	1,744
Cash and cash equivalents at the end of year	1,744	8,324

- B.10 *Not Applicable*: the audit reports on the audited financial statements of the Guarantors for the financial years 2015, 2016 and 2017 do not contain any material qualifications.
- B.12 As at the date hereof, the Issuer has no financial information to report. Accordingly, it is not in a position to assert whether there has been a material adverse change since the date of publication of its latest financial statements. There has been no material adverse change in the prospects of the Guarantors since the date of their respective last published audited financial statements.

The historical financial information of IFP Malta and IFP Cyprus is set out in the respective audited financial statements for the financial years ended 31 December 2015 to 2017. The historical financial information of P & C Limited is set out in the audited financial statements for the financial years ended 31 July 2015 to 2017. There were no significant changes to the financial or trading position of the Guarantors since the date up to which the latest respective audited financial statements were prepared.

The pro forma consolidated financial statements of the Endo Group set out below present what the Group's consolidated financial statements would have looked like had the Endo Group existed in its current form, comprising all its current constituent components, for the financial year 1 January 2018 to 31 December 2018:

Proforma Profit and Loss account:

	Proforma Combined €000s	Consolidation Adjustments €000s	Proforma Consolidated €000s
Revenue	3,136	(281)	2,855
EBITDA	924	(281)	643
Total comprehensive income	4,028	(210)	3,818

Proforma Statement of financial position:

	Proforma Combined €000s	Consolidation Adjustments €000s	Proforma Consolidated €000s
Non current assets	42,504	(29,875)	12,629
Current assets	13,083	(356)	12,728
Total assets	55,587	(30,231)	25,357
Total equity	25,212	(16,770)	8,443
Current liabilities	1,488	(356)	1,132
Non-current liabilities	15,782	-	15,782
Total liabilities	17,270	(356)	16,914
Total equity and liabilities	42,482	(17,126)	25,357

Proforma Statement of cash flows:

	Proforma Combined €000s	Consolidation Adjustments €000s	Proforma Consolidated €000s
Net cash flows operating activities	701	(210)	491
Net cash flow (used in) financing activities	(395)	-	(395)
Net cash flows from financing activities	43,468	(29,875)	13,593
	-	-	-
Net movement in cash and cash equivalents	43,773	(30,084)	13,689
Cash and cash equivalents at the beginning of year	(1,949)	-	(1,949)
Cash and cash equivalents at the end of year	41,824	(30,084)	11,740

B.13 *Not Applicable*: neither the Issuer nor the Guarantors are aware of any recent events which are to a material extent relevant to the evaluation of their solvency.

- B.14 The Issuer was incorporated on 20 November 2018 as a fully-owned subsidiary of Endo Ventures Ltd, which latter entity is the parent company of the Endo Group, save for 1 Ordinary share which is held by Christopher Frendo and another 1 Ordinary share held by Nicholas Frendo. The Issuer's intended purpose is to raise finance for the business of the Endo Tankers Sub-Group. In this respect, the Issuer is mainly dependent on the business prospects of the Endo Tankers Sub-Group. The Issuer operates exclusively in and from Malta.
- B.15 The principal objects of the Issuer are set out in clause 4 of the Issuer's Memorandum of Association. The principal object of the Issuer is to purchase or otherwise acquire, under any title whatsoever, to hold and manage, by any title, movable and immovable property or other assets, including but not limited to securities and other financial interests. The issue of bonds falls within the objects of the Issuer.

IFP Malta was established in 2015 with the principal object of providing ship-to-ship fendering services, anti-pollution and pollution response services and purchasing, selling, letting, lease supplying and store bunkering fuels required for the provision of bunkering services. IFP Malta is a ship-to-ship service provider with ship-to-ship bases in Malta, Augusta and Cyprus.

IFP Cyprus was incorporated in 2015 with the same objects as IFP Malta and, similarly to IFP Malta, IFP Cyprus also assists with the transfer of any cargo between any sized ships, operating mainly in Augusta and Cyprus.

P & C Limited was established in 1991 with the principal object of purchasing or otherwise acquiring, under any title whatsoever, any immovable or otherwise dealing in and holding for the purpose of development or resale and traffic in any freehold, leasehold or other property or any estate or interest whatsoever. P & C Limited has an investment property which is situated at 9, 10, Timber Wharf in Marsa.

The Guarantors are empowered in terms of their respective Memorandums of Association to secure and guarantee any debt, liability or obligation of any third party.

- B.16 The Issuer is, except for 1 Ordinary share which is held by Christopher Frendo and another 1 Ordinary share held by Nicholas Frendo, a fully-owned subsidiary of Endo Ventures Ltd, which latter entity is the parent company of the Endo Group. The ultimate controlling beneficial owners of the Endo Group are Mr Nicholas Frendo (40%), Mr Christopher Frendo (40%), Mr Fredrick Frendo (10%) and Ms Marianne Frendo (10%).
- B.17 *Not Applicable:* neither the Issuer nor the Guarantors have sought the credit rating of an independent rating agency, and there has been no assessment by any independent rating agency of the Bonds issued by the Issuer.
- B.18 For the purposes of the Guarantee, the Guarantors jointly and severally irrevocably and unconditionally guarantee to each Bondholder that if for any reason the Issuer fails to pay any sum payable by it to such Bondholder pursuant to the terms and conditions of the Bonds as and when the same shall become due under any of the foregoing, the Guarantors will pay to such Bondholder on written demand the amount payable by the Issuer to such Bondholder. The obligations of the Guarantors under the Guarantee shall remain in full force and effect until no sum remains payable to any Bondholder pursuant to the issue of the Bonds.

SECTION C Securities

- C.1 The Issuer shall issue an aggregate of €13,500,000 in Bonds having a face value of €50,000 per bond, subject to a minimum holding of €50,000 in Bonds. The Bonds will be issued in fully registered and dematerialised form and will be represented in uncertificated form by the appropriate entry in the electronic register maintained on behalf of the Issuer at the CSD. On admission to trading the Bonds will have the following ISIN: MT0002141209. The Bonds shall bear interest at the rate of 4.5% per annum.
- C.2 The Bonds are denominated in Euro (€).
- C.5 The Bonds are freely transferable and, once admitted to the Official List, shall be transferable only in whole in accordance with the rules and regulations of the MSE applicable from time to time.

- C.8 A Bondholder shall have such rights as are attached to the Bonds, including:
- i. the repayment of capital;
 - ii. the payment of interest;
 - iii. ranking with respect to other indebtedness of the Issuer and the Guarantors;
 - iv. the benefit of the Collateral Rights through the Custodian;
 - v. seeking recourse from the Guarantors pursuant to the Guarantee, in case of failure by the Issuer to pay any sum payable by it to Bondholders pursuant to the Terms and Conditions of the Bonds;
 - vi. the right to attend, participate in and vote at meetings of Bondholders in accordance with the Terms and Conditions of the Bond Issue; and
 - vii. enjoy all such other rights attached to the Bonds emanating from the Prospectus.

The Bonds, as and when issued and allotted, shall constitute the general, direct, unsecured and unconditional obligations of the Issuer, guaranteed jointly and severally by the Guarantors, and shall at all times rank *pari passu*, without any priority or preference among themselves and with other outstanding and unsecured debt of each of the Issuer and the Guarantors, present and future, if any, save for such exceptions as may be provided by applicable law, and with first ranking and priority over the Collateral Rights. Furthermore, subject to the negative pledge clause, third party security interests may be registered which will rank in priority to the Bonds against the assets of the Issuer for so long as such security interests remain in effect. As at the date of the Prospectus, the Issuer does not have any subordinated indebtedness.

As at 30 June 2018, the Group's indebtedness amounted in aggregate to €2,872,928, and principally includes bank loans and overdraft facilities. As such, the indebtedness being created by the Bonds shall rank after the afore-mentioned bank facilities. In addition, the Bonds will also rank after any future debts which may be secured by a cause of preference such as a privilege and/or a hypothec.

- C.9 The Bonds shall bear interest from and including 22 March 2019 at the rate of 4.5% per annum on the nominal value thereof, payable annually in arrears on each Interest Payment Date. The nominal value of the Bonds will be repayable in full upon maturity on the redemption date unless the Bonds are previously re-purchased and cancelled. The first interest payment will be affected on 22 March 2020 (covering the period 22 March 2019 to 22 March 2020). Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day. The gross yield calculated on the basis of the Interest, the Bond Issue Price and the Redemption Value of the Bonds at Redemption Date is 4.5% per annum. The remaining component of Element C.9 is Not Applicable, given that no representative of debt security holders has been appointed.
- C.10 *Not Applicable*: there is no derivative component in the interest payments on the Bonds.
- C.11 The Listing Authority has authorised the Bonds as admissible to Listing pursuant to the Listing Rules by virtue of a letter dated 06 March 2019. Application has been made to the Malta Stock Exchange for the Bonds being issued pursuant to the Prospectus to be listed and traded on its Official List. The Bonds are expected to be admitted to the Malta Stock Exchange with effect from 29 March 2019 and trading is expected to commence on 1 April 2019.

SECTION D Risks

D.2 Key information on the key risks specific to the Issuer:

Holding of a Bond involves certain risks. Prospective investors should carefully consider, with their own independent financial and other professional advisors, the following risk factors and other investment considerations as well as all the other information contained in the Prospectus before deciding to acquire Bonds. Prospective Investors are warned that by investing in the Bonds they may be exposing themselves to significant risks that may have the consequence of losing a substantial part of all of their investment.

This document contains statements that are, or may be deemed to be, "forward-looking statements", which relate to matters that are not historical facts and which may involve projections of future circumstances. They appear in a number of places throughout the Prospectus and include statements regarding the intentions, beliefs or current expectations of the Issuer and/or its' Directors. These forward-looking statements are subject to a number of risks, uncertainties and assumptions and important factors that could cause actual risks to differ materially from the expectations of the Issuer's Directors. No assurance is given that the future results or expectations will be achieved.



Prospective investors are advised to read the Prospectus in its entirety and, in particular, the sections entitled “Risk Factors” in the Registration Document and Securities Note, for an assessment of the factors that could affect the Issuer’s and the Guarantors’ future performance. In the light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in the Prospectus may not occur.

The value of investments can go up or down and past performance is not necessarily indicative of future performance. The nominal value of the Bonds will be repayable in full upon maturity, unless the Bonds are previously re-purchased and cancelled.

An investment in the Issuer and the Bonds may not be suitable for all recipients of the Prospectus and Authorised Intermediaries are to determine the suitability or otherwise of prospective investors’ investment in the Bonds before making an investment decision.

The risk factors set out below are a summary of the principal risks associated with an investment in the Issuer and the Bonds – there may be other risks which are not mentioned in this summary.

i. Risks relating to the Issuer’s reliance on the Endo Tankers Sub-Group:

The Issuer was incorporated on 20 November 2018 and, accordingly, has no trading record or history of operations. Furthermore, the Issuer itself does not have any substantial assets and is essentially a special purpose vehicle set up to act as a financing company solely for the purpose of part-financing the needs of the Endo Tankers Sub-Group – presently, the acquisition of the Vessels – and, as such, its assets are intended to consist primarily of loans issued to Endo Tankers Sub-Group companies.

The Issuer is dependent on the business prospects of the Endo Tankers Sub-Group and, consequently, the operating results of the Endo Tankers Sub-Group have a direct effect on the Issuer’s financial position. Therefore, the risks intrinsic in the business and operations of Endo Tankers Sub-Group companies have a direct effect on the ability of the Issuer to meet its obligations in connection with the payment of interest on the Bonds and repayment of principal when due. Accordingly, the risks of the Issuer are indirectly those of the Endo Tankers Sub-Group and, in turn, all risks relating to the Endo Tankers Sub-Group are the risks relevant to the Issuer.

Specifically, in so far as the Bonds are concerned, the Issuer is principally dependent, including for the purpose of servicing interest payments on the Bonds and the repayment of the principal amount on Redemption Date, on the receipt of interest payments and loan repayments from Endo Tankers Sub-Group companies.

ii. Risks relating to the Endo Tankers Sub-Group and its business:

Risks relative to the shipping industry generally

The Endo Tankers Sub-Group is involved in the business of acquiring, financing, managing and chartering commercial vessels. Such shipping operations are subject to external factors, many of which are common to the ship operating industry and beyond the Endo Tankers Sub-Group’s control, including: (i) changes in consumer trends and preferences and the ability of the Endo Tankers Sub-Group to swiftly anticipate, identify and capitalise thereon; (ii) susceptibility to local and global competition; (iii) increase in the price of fuel; (iv) changes in laws and regulations on employment, health and safety, environmental and marine protection and the related costs of compliance therewith; (v) the impact of increased threats of terrorism, piracy, impediments to means of transportation, extreme weather conditions, natural disasters, travel-related accidents and outbreaks of health concerns; (vi) increases in operating costs; and (vii) the arrest or detainment of vessels by maritime claimants or other authorities, or the requisitioning of any vessel during a period of war or emergency.

Risks relative to chartering operations

The Endo Tankers Sub-Group’s charter operations depend on its ability to establish and maintain relationships with charterers, at attractive rates, in respect of which the Endo Tankers Sub-Group will face substantial competition from its competitors and may be subject to factors beyond the control of the Endo Tankers Sub-Group. Such current and potential competitors may have longer operating histories, greater name recognition, have larger revenues, volume and capacity, larger customer bases and greater financial and other resources and could thus offer more attractive services and rates than the Endo Tankers Sub-Group. A decrease in charter rates could have a material adverse effect on the Endo Tankers Sub-Group’s business, results of operations and financial condition.

Risks inherent in the operation of vessels

The operation of vessels carries inherent risks, including the possibility of: (i) marine disaster, including collisions at sea and contact with floating objects; (ii) environmental accidents, including oil and hazardous substance spills; (iii) grounding, fire, explosions and collisions; (iv) cargo and property losses or damages; (v) business interruptions caused by mechanical failure, human error, war, sabotage and/or political uncertainty; (vi) adverse sea or weather conditions; and (vii) work stoppages or other labour-related problems with staff serving on vessels and at ports, substantially all of whom are unionized or covered by collective bargaining agreements.

Fluctuations in the value of the Vessels

The fair market value of vessels increases or decreases depending on a number of factors, including general economic and market conditions affecting the shipping industry, competition from other shipping companies, the supply of similar vessels, supply and demand for container ships, alternative modes of transportation, cost of newly-built vessels, governmental or other regulations. If the fair market value of the Vessels, once acquired and delivered, declines below their respective carrying value and such decline is other than temporary, the Endo Tankers Sub-Group could be required to recognise an impairment charge or could incur a loss should any one or more of the Vessels be sold. In view of the fact that the Endo Tankers Sub-Group's operating performance could be adversely affected by a downturn in the value of any one or more of its vessels as aforesaid, there can be no assurance that the valuations of Endo Tankers Sub-Group-owned vessels will reflect actual market values that could be achieved upon a sale, even where any such sale were to occur shortly after the valuation date.

Repairs, maintenance, ageing and downtime of the Vessels

Repairs to, and maintenance of, the Vessels and any other unexpected issues which may arise in this regard may require significant capital expenditure and result in a loss of revenue while the Vessels are in downtime, particularly given that, in general, the cost of maintaining a vessel in good operating condition increases with the age of the vessel. Insurance rates may increase with the age of a vessel, making older vessels more costly to operate and, therefore, less attractive to operators and charterers. Governmental regulations and safety and/or other equipment standards related to the age of vessels may also require expenditures on alterations or new equipment for the Vessels and may restrict the type of activities in which the Endo Tankers Sub-Group's Vessels may engage. Each of these factors could have a material adverse effect on the business of the Endo Tankers Sub-Group, its financial condition and the results of its future operations.

Increases in crude oil and bunker fuel prices

Crude oil prices have historically exhibited significant volatility in short periods of time. Furthermore, crude oil prices are influenced by a host of economic and geopolitical factors beyond the Endo Tankers Sub-Group's control, such as political instability, tensions in the Middle East, global terrorism, a long-term increase in global demand for oil and the economic development of emerging markets. Given that the cost of marine or bunker fuel is one of the major operating costs in running a vessel, an increase in crude oil and bunker fuel could materially and adversely impact the Endo Tankers Sub-Group's business, results of operations and financial condition.

Risks relative to privileged maritime claims and possessory liens under the Merchant Shipping Act (Chapter 234 of the laws of Malta)

Under the provisions of the Merchant Shipping Act certain debts specified therein are secured by a special privilege upon the relevant vessel, including: (i) wages and other sums due to the master, officers and other members of the vessel's complement in respect of their employment on the vessel, including costs of repatriation and social insurance contributions payable on their behalf; (ii) expenses for assistance, recovery of salvage and for pilotage; (iii) tonnage dues; (iv) moneys due to creditors for labour, work and repairs; (v) damages and interest due to another vessel or to her cargo in cases of collisions of vessels; and (vi) damages and interest due to any seaman for death or personal injury and expenses attendant on the illness or injury of any seaman. The potential risk associated with the privileged debts attaching to the Vessels arises out of the fact that the obligations under the Bonds in terms of the Prospectus are subordinated to these privileged debts. Consequently, in the event that there are insufficient funds to cover all the claims of the creditors of the Group, secured or otherwise, the Bondholders' claims would be subordinated to the claims over these privileged debts and the ability of the Issuer to fulfil its obligations under the Bonds may be materially adversely affected.

The Endo Tankers Sub-Group may be exposed to risks relative to its insurance policies

Although the Endo Tankers Sub-Group maintains insurance at levels determined to be appropriate in the light of the cost of cover and the risk profiles of the business in which the Endo Tankers Sub-Group operates, there can be no assurance that its insurance coverage will be sufficient, or that insurance proceeds will be paid on a timely basis to the Endo Tankers Sub-Group. In addition, the Endo Tankers Sub-Group may not be able to recover the full amount from the insurer. No assurance can be given that the Endo Tankers Sub-Group's current insurance coverage would be sufficient to cover all potential losses, regardless of the cause, nor can any assurance be given that an appropriate coverage would always be available at acceptable commercial rates. As a result, any loss or disruption to any of the Endo Tankers Sub-Group's operations may have a material adverse effect on the Endo Tankers Sub-Group's business, results of operations and financial condition.



Litigation risk

All industries, including the business of acquiring, financing, managing and chartering commercial vessels, are subject to legal claims, with and without merit. Defence and settlement costs can be substantial, even with respect to claims that have no merit. Due to the inherent uncertainty of the litigation and dispute resolution process, there can be no assurance that the resolution of any particular legal proceeding or dispute will not have a material adverse effect on the Endo Tankers Sub-Group's future cash flow, results of operations or financial condition.

Reliance on key senior personnel and management

The Endo Tankers Sub-Group believes that its growth will, in part, be attributable to the efforts and abilities of the Directors and members of its executive management team and other key personnel. If one or more of these individuals were unable or unwilling to continue in their present position, the Endo Tankers Sub-Group might not be able to replace them within the short term, which could have an adverse effect on the Endo Tankers Sub-Group's business, financial condition and results of operations.

Liquidity risk

In view of the fact that the Endo Group is, in part through P & C Limited, a property holding organisation, coupled with the fact that property is a relatively illiquid asset, such illiquidity may affect the Group's ability to vary its portfolio or dispose of or liquidate part of its portfolio in a timely manner and at satisfactory prices in response to changes in economic, real estate, market or other conditions, or the exercise by tenants of their contractual rights such as those which enable them to vacate properties occupied by them prior to, or at, the expiration of the lease term. These factors could have an adverse effect on the Group's financial condition and results.

D.3 Key information on the key risks specific to the Bonds:

An investment in the Bonds involves certain risks, including those set out below in this section. In deciding whether to make an investment in the Bonds, prospective investors are advised to carefully consider, with their own independent financial and other (including tax, accounting, credit, legal and regulatory) professional advisors, the following risk factors (not listed in order of priority) and other investment considerations, together with all the other information contained in the Prospectus.

- i. There can be no assurance that an active secondary market for the Bonds will develop, or, if it develops, that it will continue. Nor can there be any assurance that an investor will be able to sell or otherwise trade in the Bonds at or above the Bond Issue Price or at all. A public trading market depends on a number of factors over which the Issuer has no control.
- ii. Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds.
- iii. A Bondholder will bear the risk of any fluctuations in exchange rates between the currency of denomination of the Bonds (€) and the Bondholder's currency of reference, if different.
- iv. No prediction can be made about the effect which any future public offerings of the Issuer's securities, or any takeover or merger activity involving the Issuer, will have on the market price of the Bonds prevailing from time to time.
- v. Even after the Bonds are admitted to trading on the MSE, the Issuer is required to remain in compliance with certain requirements relating, *inter alia*, to the free transferability, clearance and settlement of the Bonds in order to remain a listed company in good standing. Moreover, the Listing Authority has the authority to suspend trading or listing of the Bonds if, *inter alia*, it comes to believe that such a suspension is required for the protection of investors or the integrity or reputation of the market. The Listing Authority may discontinue the listing of the Bonds on the MSE. Any such trading suspensions or listing revocations / discontinuations could have a material adverse effect on the liquidity and value of the Bonds.
- vi. In the event that the Issuer wishes to amend any of the Terms and Conditions of the Bond Issue it shall call a meeting of Bondholders. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.
- vii. The Bonds, as and when issued and allotted, shall constitute the general, direct, unsecured and unconditional obligations of the Issuer and shall be guaranteed in respect of both the interest due and the principal amount under said Bonds by the Guarantors jointly and severally. The Bonds shall at all times rank *pari passu* without any priority or preference among themselves and, save for such exceptions as may be provided by applicable law and with first ranking and priority over the Collateral Rights, shall rank without priority and preference to all other present and future unsecured obligations of the Issuer and the Guarantors, if any. In view of the fact that the Bonds are being guaranteed by the Guarantors on a joint and several basis, the Bondholders shall be entitled to request the Guarantors to pay both the interest due and the principal amount under said Bonds if the Issuer fails to

meet any amount when due in terms of the Prospectus. The joint and several Guarantee also entitles the Bondholders to take action against the Guarantors without having to first take action against the Issuer. The strength of this undertaking on the part of the Guarantors and, therefore, the level of recoverability by the Bondholders from the Guarantors of any amounts due under any of the Bonds, is dependent upon and directly linked to the financial position and solvency of the Guarantors.

- viii. The Bond Issue is supported by the Collateral Rights that are to be granted in favour of the Custodian for the benefit and in the interest of Bondholders. Whilst the Custodian is to be granted a right of preference and priority for repayment over the Collateral Rights, there can be no guarantee that the value of the Collateral Rights over the term of the Bonds will be sufficient to cover the full amount of interest and principal outstanding under the Bonds. This may be caused by a number of factors, not least of which general economic factors that could have an adverse impact on the value of one or more of the Vessels or the Collateral Rights generally. If such circumstances were to arise or subsist at the time that the Collateral Rights are to be enforced by the Custodian, it could have a material adverse effect on the recoverability of all the amounts that may be outstanding under the Bonds. There can be no guarantee that privileges accorded by law in specific situations will not arise during the course of the business of each of the Issuer, the Guarantors and other Group companies which may rank with priority or preference to the Collateral Rights.
- ix. The Bonds and the Terms and Conditions of the Bond Issue are based on the requirements of the Listing Rules, the Companies Act and the Regulation in effect as at the date of the Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in law or administrative practice after the date of the Prospectus.

SECTION E Offer

- E.2b The proceeds from the Bond Issue, which net of Bond Issue expenses are expected to amount to approximately €13,100,000, will be on-lent to Endo Tankers Ltd by the Issuer pursuant to the Loan Agreement and shall be utilised for the following purposes, in the amounts and order of priority set out below:
 - i. an amount of *circa* €8,400,000 of the net Bond Issue proceeds will be used to finance the acquisition by Endo Two Maritime Ltd of Vessel 2;
 - ii. an amount of *circa* €4,200,000 of the net Bond Issue proceeds will be used to finance the acquisition by Endo Three Maritime Ltd of Vessel 3;
 - iii. the remaining balance of *circa* €500,000 of the net Bond Issue proceeds will be used for general corporate funding purposes of the Endo Group.

In the event that the Bond Issue is not fully subscribed, the Issuer will proceed with the listing of the amount of Bonds subscribed for and the proceeds from the Bond Issue shall be applied in the manner and order of priority set out above. Any residual amounts required by the Issuer for the purposes of the uses specified above which shall not have been raised through the Bond Issue shall be financed from the Group's general cash flow and/or bank financing.

The net proceeds from the Bond Issue amounting to €13,100,000 shall be advanced by title of loan from the Issuer to Endo Tankers Ltd pursuant to and in accordance with the terms and conditions of the Loan Agreement, in virtue of which Endo Tankers Ltd will, in turn, use said proceeds as follows:

- an amount of €12,600,000 of the Bond Issue proceeds (that is, the proceeds referred to in paragraphs (i) and (ii) above) shall be transferred to the Custodian to be held by the Custodian on escrow (pursuant to the terms of an escrow agreement to be entered into by and between Endo Tankers Ltd and the Custodian for the purpose) pending identification of Vessel 2 and Vessel 3, respectively, and upon the release of funds by the Custodian for the acquisition of each of the said vessels the relative security contemplated under the Collateral Rights shall be perfected in respect of each of the said vessels so acquired, in accordance with the provisions of the Trust Deed. Specifically, the relative funds shall be released by the Custodian to Endo Tankers Ltd, up to the amount necessary to finance the acquisitions of Vessel 2 and Vessel 3, respectively, to be used by Endo Tankers Ltd to subscribe to shares in Endo Two Maritime Ltd in an amount of *circa* €8,400,000 and to shares in Endo Three Maritime Ltd in an amount of *circa* €4,200,000, for such funds to be used by said entities to finance the acquisitions of Vessel 2 and Vessel 3, respectively. Immediately upon acquisition of each of Vessel 2 and Vessel 3, each of Endo Two Maritime Ltd and Endo Three Maritime Ltd, respectively, shall procure the perfection of the Collateral Rights over the respective vessels so acquired, as applicable – the delay or failure on the part of either or both of Endo Two Maritime Ltd and/or Endo Three Maritime Ltd to perfect the Collateral Rights over the respective vessels so acquired shall constitute an event of default under the Loan Agreement thereby leading to the automatic termination of the Loan Agreement and having the effect of the relative loan amount granted by the Issuer to Endo Tankers Ltd thereunder, or such part thereof as may be outstanding, becoming immediately due and repayable in full, together with accrued interest. Moreover, immediately upon the subscription of additional shares by Endo Tankers Ltd in each of Endo Two Maritime Ltd and Endo Three Maritime Ltd as aforesaid, Endo

Tankers Ltd shall grant an additional pledge over all said additional shares issued and allotted in the capital of Endo Two Maritime Ltd and Endo Three Maritime Ltd, respectively, in favour of the Custodian in its capacity as trustee of the Endo Trust;

- an amount of circa €500,000 of the Bond Issue proceeds shall be used in connection with the general corporate funding purposes of the Endo Group in terms of paragraph (iii) above.

E.3 The Issuer has reserved the full amount of the Bond Issue for subscription by Authorised Intermediaries through subscription agreements, whereby the Issuer will bind itself to allocate the Bonds to such Authorised Intermediaries in accordance with the terms of such subscription agreements. The Authorised Intermediaries will, in turn, bind themselves to subscribe to a specified amount of Bonds subject to, and conditional upon, the Bonds being admitted to the Official List of the Malta Stock Exchange.

The following is a synopsis of the general terms and conditions applicable to the Bonds. A Bondholder is deemed to have invested only after having received, read and understood the contents of the Prospectus, including the full terms and conditions contained in the annexes thereto:

1. Collateral Rights

Partial security for the fulfilment of the Issuer's obligations in terms of the Bond Issue is to be granted in favour of the Custodian for the benefit of Bondholders, by way, *inter alia*, of the granting of the Collateral Rights. The Issuer, Endo Tankers Ltd, Endo One Maritime Ltd, Endo Two Maritime Ltd and Endo Three Maritime Ltd have agreed to grant the Collateral Rights in favour of the Custodian for the benefit of Bondholders, as Primary Beneficiaries, in terms of the Trust Deed and the Pledge Agreements, and for such purpose have appointed the Custodian to hold and administer the Collateral Rights under trust. The Collateral Rights will secure the claim of the Custodian, for the benefit and in the interest of Bondholders, for the repayment of part of the amount of the principal and interest under the Bonds by a preferred claim over the Collateral Rights. Specifically, the Issuer, Endo Tankers Ltd, Endo One Maritime Ltd, Endo Two Maritime Ltd and Endo Three Maritime Ltd have entered into a Trust Deed with the Custodian which consists of the covenants of the Issuer to secure, pursuant to the granting of the Collateral Rights and up to the value of the Collateral Rights from time to time, the payment of part of the principal amount under the Bonds on the Redemption Date and interest thereon on each Interest Payment Date, and all other ancillary obligations, rights and benefits under the Trust Deed and the Pledge Agreements. The Collateral Rights will be vested in the Custodian for the benefit of the Bondholders in proportion to their respective holding of Bonds from time to time. The Custodian shall hold the following Collateral Rights granted in its favour by the Issuer, Endo Tankers Ltd, Endo One Maritime Ltd, Endo Two Maritime Ltd and Endo Three Maritime Ltd, as applicable, for the benefit of Bondholders:

- a first priority mortgage on each of Mumtaz, Vessel 2 and Vessel 3, respectively, in the case of Vessel 2 and Vessel 3 once acquired, in favour of the Custodian in its capacity as trustee of the Endo Trust pursuant to the terms of the Trust Deed;
- a pledge by Endo Tankers Ltd of all of its shares held in each of Endo One Maritime Ltd, Endo Two Maritime Ltd and Endo Three Maritime Ltd, respectively, from time to time in favour of the Custodian in its capacity as trustee of the Endo Trust pursuant to the terms of the Pledge Agreements and the Trust Deed (all shares held by Endo Tankers Ltd in each of Endo One Maritime Ltd, Endo Two Maritime Ltd and Endo Three Maritime Ltd, respectively, as at the date of the Prospectus have been pledged by Endo Tankers Ltd in favour of the Custodian in its capacity as trustee of the Endo Trust, in virtue of the Pledge Agreements); and
- a pledge over the proceeds from each of the Insurance Policies, in the case of Vessel 2 and Vessel 3 once acquired and the relative insurance policies are in force, in favour of the Custodian in its capacity as trustee of the Endo Trust pursuant to the terms of the Trust Deed.

2. Form, Denomination and Title

The Bonds will be issued in fully registered and dematerialised form and will be represented in uncertificated form by the appropriate entry in the electronic register maintained on behalf of the Issuer at the CSD. The Bonds will be issued in fully registered form, without interest coupons, in denominations of €50,000 provided that on subscription the Bonds will be issued for a minimum of €50,000 per individual Bondholder. Authorised Intermediaries subscribing to the Bonds through nominee accounts for and on behalf of clients shall apply the minimum subscription amount of €50,000 to each underlying client, as the case may be, and a subsequent minimum holding of €50,000 per individual Bondholder/underlying customer is maintained throughout his/her/its investment, unless disposed of in its entirety. Any person in whose name a Bond is registered may (to the fullest extent permitted by applicable law) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Bond. Title to the Bonds may be transferred as provided in the Securities Note.

3. Interest

Details of interest payable on the Bonds are provided in Element C.9 of this Summary Note.

4. Status of the Bonds

The Bonds, as and when issued and allotted, shall constitute the general, direct, unsecured and unconditional obligations of the Issuer and shall be guaranteed in respect of both the interest due and the principal amount under said Bonds by the Guarantors jointly and severally. The Bonds shall at all times rank *pari passu*, without any priority or preference among themselves and with other outstanding and unsecured debt of the Issuer and the Guarantors, present and future, save for such exceptions as may be provided by applicable law, and with first ranking and priority over the Collateral Rights. In the event of any shortfall in funds required in connection with the repayment of the principal amount under the Bonds, the Issuer's shareholders have undertaken, in virtue of a resolution entered into for the purpose on 27 November 2018, to inject the necessary funds to effect the redemption of the Bonds on the Redemption Date through an equity injection.

5. Payments

Payment of the principal amount of a Bond will be made in Euro by the Issuer to the person in whose name such Bonds are registered, with interest accrued up to 22 March 2029 (the "Redemption Date"), by means of direct credit transfer into such bank account as the Bondholder may designate from time to time. Such payment shall be affected within seven (7) days of the Redemption Date. Payment of interest on a Bond will be made to the person in whose name such Bond is registered at the close of business fifteen (15) days prior to the Interest Payment Date, by means of a direct credit transfer into such bank account as the Bondholder may designate, from time to time. Such payment shall be affected within seven (7) days of the Interest Payment Date.

6. Redemption

Unless previously purchased and cancelled, the Bonds will be redeemed at their nominal value (together with interest accrued to the date fixed for redemption) on 22 March 2029.

7. Events of Default

The Custodian may in its absolute and unfettered discretion, and shall upon the request in writing of not less than 65% in value of the Primary Beneficiaries, by notice in writing to the Issuer declare the Bonds to have become immediately due and repayable at their principal amount, together with any accrued interest, upon the happening of any of the following events:

- i. if the Issuer shall fail to pay any interest on any Bond when due and such failure shall continue for thirty (30) days after written notice thereof shall have been given to the Issuer by any Bondholder and/or by the Custodian; or
- ii. if the Issuer shall fail to pay the principal amount of a Bond on the date fixed for its redemption and such failure shall continue for thirty (30) days after written notice thereof shall have been given to the Issuer by any Bondholder and/or by the Custodian; or
- iii. if the Issuer shall fail to perform or shall otherwise be in breach of any other material obligation contained in the terms and conditions of the Bonds and such failure shall continue for sixty (60) days after written notice thereof shall have been given to the Issuer by any Bondholder and/or by the Custodian; or
- iv. if the Issuer, Endo Tankers Ltd, Endo One Maritime Ltd, Endo Two Maritime Ltd and/or Endo Three Maritime Ltd commits a breach of any of the covenants or provisions contained in the Trust Deed and/or the Pledge Agreements, as applicable, to be observed and performed on their respective parts and the said breach still subsists for thirty (30) days after having been notified by the Custodian; or
- v. if an order is made or resolution passed or other action taken for the dissolution, termination of existence, liquidation, winding-up or bankruptcy of the Issuer and/or any one or more of the Guarantors; or
- vi. if the Issuer stops or suspends payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or ceases or threatens to cease to carry on its business or a substantial part of its business; or
- vii. if the Issuer is unable, or admits in writing its inability, to pay its debts as they fall due or otherwise becomes insolvent; or
- viii. if the Issuer commits a breach of any of the covenants or provisions contained in the Trust Deed to be observed and performed on its part and the said breach still subsists for thirty (30) days after having been notified by the Custodian (other than any covenant for the payment of interests or principal monies owing in respect of the Bonds); or
- ix. there shall have been entered against the Issuer and/or any one or more of the Guarantors a final judgment by a court of competent jurisdiction from which no appeal may be or is made for the payment of money in excess of three million Euro (€3,000,000) or its equivalent and ninety (90) days shall have passed since the date of entry of such judgment without its having been satisfied or stayed; or
- x. any default occurs and continues for ninety (90) days under any contract or document relating to any Financial Indebtedness of the Issuer and/or any one or more of the Guarantors in excess of three million Euro (€3,000,000) or its equivalent at any time.

8. *Transferability of the Bonds*

The Bonds are freely transferable and, once admitted to the Official List shall be transferable only in whole in accordance with the rules and regulations of the MSE applicable from time to time. All transfers and transmissions are subject in all cases to any pledge (duly constituted) of the Bonds and to any applicable laws and regulations. The cost and expenses of effecting any registration of transfer or transmission, except for the expenses of delivery by any means other than regular mail (if any) and except, if the Issuer shall so require, the payment of a sum sufficient to cover any tax, duty or other governmental charge or insurance charges that may be imposed in relation thereto, will be borne by the Issuer. The Issuer will not register the transfer or transmission of Bonds for a period of 15 days preceding the due date for any payment of interest on the Bonds or the due date for redemption.

9. *Register of Bondholders*

Certificates will not be delivered to Bondholders in respect of the Bonds in virtue of the fact that the entitlement to Bonds will be represented in an uncertificated form by the appropriate entry in the electronic register maintained on behalf of the Issuer by the CSD. There will be entered in such electronic register the names, addresses, identity card numbers, registration numbers and MSE account numbers of the Bondholders and particulars of the Bonds held by them respectively, and the Bondholders shall have, at all reasonable times during business hours, access to the register of Bondholders held at the CSD for the purpose of inspecting information held on their respective account.

10. *Further Issues*

The Issuer may, from time to time, without the consent of the Bondholders, create and issue further debentures, debenture stock, bonds, loan notes, or any other debt securities, either having the same terms and conditions as any outstanding debt securities of any series (including the Bonds) and so that such further issue shall be consolidated and form a single series with the outstanding debt securities of the relevant series (including the Bonds), or upon such terms as the Issuer may determine at the time of their issue.

11. *Meetings of Bondholders*

The Terms and Conditions of the Bonds may be amended or waived with the approval of the Bondholders at a meeting called for that purpose by the Issuer.

12. *Governing Law and Jurisdiction*

The Bonds shall be governed by and shall be construed in accordance with Maltese law. Any legal action, suit, action or proceeding against the Issuer and/or the Guarantors arising out of or in connection with the Bonds shall be brought exclusively before the Maltese Courts and the Bondholder shall be deemed to acknowledge that it is submitting to the exclusive jurisdiction of the Maltese Courts as aforesaid.

- E.4 Save for the possible subscription for Bonds by Authorised Intermediaries (which include the Sponsor, Manager & Registrar) and any fees payable to Calamatta Cuschieri Investment Services Limited as Sponsor, Manager & Registrar in connection with the Bond Issue, so far as the Issuer is aware no person involved in the Issue has an interest material to the Bond Issue.
- E.7 Professional fees, and costs related to publicity, advertising, printing, listing, registration, sponsor, management, registrar fees, selling commission, and other miscellaneous expenses in connection with this Bond Issue are estimated not to exceed €400,000 and shall be borne by the Issuer.

EXPECTED TIME-TABLE OF THE BOND ISSUE

1	Application Forms made available	15 March 2019
2	Intermediaries' Offer period	15 March 2019 (from 08:30 CET) to 21 March 2019 (by 12:00 CET)
3	Announcement of basis of acceptance	22 March 2019
4	Issue date of the Bonds	22 March 2019
5	Commencement of interest	22 March 2019
6	Expected date of admission of the Bonds to listing	29 March 2019
7	Expected dispatch of allotment advices and refunds (if any)	29 March 2019
8	Expected date of commencement of trading in the Bonds	01 April 2019