

# BASE PROSPECTUS

DATED 8 APRIL 2024

This document is a Base Prospectus issued in accordance with the provisions of the Prospectus Regulation in respect of:

## NOTE ISSUANCE PROGRAMME

by



### JUEL GROUP P.L.C.

A PUBLIC LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA  
WITH COMPANY REGISTRATION NUMBER C 101395

**THIS BASE PROSPECTUS HAS BEEN APPROVED BY THE MFSA, AS THE COMPETENT AUTHORITY UNDER THE PROSPECTUS REGULATION. THIS MEANS THAT THE MFSA HAS APPROVED THIS BASE PROSPECTUS AS MEETING THE STANDARDS OF COMPLETENESS, COMPREHENSIBILITY AND CONSISTENCY AS PRESCRIBED BY THE PROSPECTUS REGULATION. SUCH APPROVAL SHOULD NOT, HOWEVER, BE CONSIDERED AS AN ENDORSEMENT OF THE ISSUER THAT IS THE SUBJECT OF THIS BASE PROSPECTUS. IN PROVIDING THIS AUTHORISATION, THE MFSA DOES NOT GIVE ANY CERTIFICATION REGARDING THE POTENTIAL RISKS IN INVESTING IN SECURITIES ISSUED BY THE ISSUER AND SUCH AUTHORISATION SHOULD NOT BE DEEMED, OR BE CONSTRUED, AS A REPRESENTATION OR WARRANTY AS TO THE SAFETY OF INVESTING IN SECURITIES OF THE ISSUER.**

**THE MFSA ACCEPTS NO RESPONSIBILITY FOR THE CONTENTS OF THE BASE PROSPECTUS OR APPLICABLE FINAL TERMS, MAKES NO REPRESENTATIONS AS TO THEIR 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 BASE PROSPECTUS AND APPLICABLE FINAL TERMS, INCLUDING ANY LOSSES INCURRED BY INVESTING IN ANY SECURITIES ISSUED BY THE ISSUER.**

**A PROSPECTIVE INVESTOR SHOULD BE AWARE OF THE POTENTIAL RISKS IN INVESTING IN THE SECURITIES OF THE ISSUER AND SHOULD MAKE THE DECISION TO INVEST ONLY AFTER CAREFUL CONSIDERATION AND CONSULTATION WITH HIS OR HER OWN FINANCIAL ADVISER. PROSPECTUS INVESTORS SHOULD MAKE THEIR OWN ASSESSMENT AS TO THE SUITABILITY OF INVESTING IN THE SECURITIES SUBJECT OF THE APPLICABLE FINAL TERMS.**

NOMINEE AND PLACEMENT AGENT



MZ INVESTMENTS

APPROVED BY THE BOARD OF DIRECTORS

A handwritten signature in blue ink, appearing to read "Adrian Muscat".

Adrian Muscat

A handwritten signature in blue ink, appearing to read "Mario Camilleri".

Mario Camilleri

Signing in their own capacity as directors of the Issuer and on behalf of each of  
Robert C. Aquilina and Dennis Gravina, as their duly appointed agents.

## GENERAL DESCRIPTION OF THE NOTE ISSUANCE PROGRAMME

Under the Note Issuance Programme, the Issuer may, from time to time, issue Global Notes, in one or more tranches, in favour of the Nominee and Placement Agent. This Base Prospectus sets out the contractual terms under which the Global Notes are to be issued by Issuer, in one or more tranches, in favour of the Nominee and Placement Agent, and the subsequent transfer of participations in the Global Notes through the issue of Participation Notes, pursuant to and under the terms and conditions of the applicable Final Terms. The Participation Notes shall be made available to all categories of investors.

The maximum aggregate principal amount of the Global Notes from time to time outstanding under the Note Issuance Programme will not exceed €5,000,000.

Global Notes will be issued in Tranches. Each Tranche will consist of one Global Note. All Tranches will be identical in all respects, except for the issue amount, the Issue Dates, the Rates of Interest, the Interest Payment Dates, Issue Prices, Redemption Dates and Early Redemption Dates (if applicable). One or more Tranches, which are expressed to be consolidated and forming a single Series and identical in all respects may form a single Series of Notes. Global Notes may be issued as part of an existing Series or as a new Series and the specific terms governing each Tranche will be set forth in the applicable Final Terms. The method of distribution of each Tranche will be stated in the applicable Final Terms.

The Issuer shall notify the public of the method of publication of the Final Terms by means of electronic publication on its website (<http://juel.mt/>). Any notice so given will be deemed to have been validly given on the date of such publication. Notes will be issued in such denominations as may be determined by the Issuer and as indicated in the applicable Final Terms.

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# 1. IMPORTANT INFORMATION

THIS BASE PROSPECTUS CONTAINS INFORMATION ON: (I) THE ISSUER AND THE BUSINESS OF THE GROUP OF WHICH IT FORMS PART; AND (II) THE NOTE ISSUANCE PROGRAMME, IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACT AND THE PROSPECTUS REGULATION.

NO BROKER, DEALER, SALESMAN, OR OTHER PERSON HAS BEEN AUTHORISED BY THE ISSUER OR ITS DIRECTORS, TO ISSUE ANY ADVERTISEMENT, OR TO GIVE ANY INFORMATION, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THIS BASE PROSPECTUS AND THE NOTE ISSUANCE PROGRAMME OF THE ISSUER OTHER THAN THOSE CONTAINED IN THIS BASE 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, ITS DIRECTORS, OR ADVISERS.

**THE MFSA ACCEPTS NO RESPONSIBILITY FOR THE CONTENTS OF THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS, MAKES NO REPRESENTATIONS AS TO THEIR 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 BASE PROSPECTUS OR ANY FINAL TERMS.**

IT IS THE RESPONSIBILITY OF ANY PERSON IN POSSESSION OF THIS BASE PROSPECTUS AND THE APPLICABLE FINAL TERMS AND ANY PERSON WISHING TO APPLY FOR ANY SECURITIES ISSUED BY THE ISSUER TO INFORM THEMSELVES OF, AND TO OBSERVE AND COMPLY WITH, ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION. PROSPECTIVE INVESTORS 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 TAXES IN THE COUNTRIES OF THEIR NATIONALITY, RESIDENCE, OR DOMICILE.

THE GLOBAL NOTES AND THE PARTICIPATION NOTES SHALL NOT BE ADMITTED TO LISTING ON ANY REGULATED MARKET.

THE BASE PROSPECTUS DOES NOT CONSTITUTE, AND MAY NOT BE USED FOR PURPOSES OF, AN OFFER OR INVITATION TO SUBSCRIBE FOR SECURITIES ISSUED BY THE ISSUER: (I) BY ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER OR INVITATION IS NOT AUTHORISED OR IN WHICH THE PERSON MAKING SUCH OFFER OR INVITATION IS NOT QUALIFIED TO DO SO; OR (II) TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR INVITATION. THE DISTRIBUTION OF THE BASE PROSPECTUS IN CERTAIN JURISDICTIONS MAY BE RESTRICTED AND, ACCORDINGLY, PERSONS INTO WHOSE POSSESSION IT IS RECEIVED ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, SUCH RESTRICTIONS.

SAVE FOR THE OFFERING IN THE REPUBLIC OF MALTA, NO ACTION HAS BEEN OR WILL BE TAKEN BY THE ISSUER THAT WOULD PERMIT A PUBLIC OFFERING OF THE SECURITIES DESCRIBED IN THIS BASE PROSPECTUS AND APPLICABLE FINAL TERMS OR THE DISTRIBUTION OF THE BASE PROSPECTUS (OR ANY PART THEREOF) OR ANY OFFERING MATERIAL IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, NO SECURITIES MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THE BASE PROSPECTUS, NOR ANY ADVERTISEMENT OR OTHER OFFERING MATERIAL MAY BE DISTRIBUTED OR PUBLISHED IN ANY JURISDICTION, EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS BASE PROSPECTUS, THE APPLICABLE FINAL TERMS OR ANY SECURITIES MAY COME MUST INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS ON THE DISTRIBUTION OF THIS BASE PROSPECTUS, THE APPLICABLE FINAL TERMS, AND THE OFFERING AND SALE OF THE SECURITIES DESCRIBED THEREIN.

THE BASE PROSPECTUS AND THE OFFERING, SALE OR DELIVERY OF ANY SECURITIES MAY NOT BE TAKEN AS AN IMPLICATION: (I) THAT THE INFORMATION CONTAINED IN THE BASE PROSPECTUS IS ACCURATE AND COMPLETE SUBSEQUENT TO ITS DATE OF ISSUE; OR (II) THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN THE FINANCIAL POSITION OR PERFORMANCE OF THE ISSUER OR THE GROUP SINCE SUCH DATE; OR (III) THAT ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE BASE PROSPECTUS IS ACCURATE AT ANY TIME SUBSEQUENT TO THE DATE ON WHICH IT IS SUPPLIED OR, IF DIFFERENT, THE DATE INDICATED IN THE DOCUMENT CONTAINING THE SAME.

**THIS BASE PROSPECTUS IS VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE HEREOF. FOLLOWING THE LAPSE OF THIS VALIDITY PERIOD, THE ISSUER IS NOT OBLIGED TO PUBLISH A SUPPLEMENT TO THE BASE PROSPECTUS IN THE EVENT OF SIGNIFICANT NEW FACTORS, MATERIAL MISTAKES OR MATERIAL INACCURACIES. THE MFSA IS NOT REQUIRED TO APPROVE THE INDIVIDUAL FINAL TERMS THAT MAY BE ISSUED PURSUANT TO THIS BASE PROSPECTUS FROM TIME TO TIME IN RESPECT OF ONE OR MORE TRANCHES OF NOTES.**

A COPY OF THIS BASE PROSPECTUS HAS BEEN SUBMITTED TO THE MFSA IN SATISFACTION OF THE PROSPECTUS REGULATION AND HAS BEEN DULY FILED WITH THE REGISTRAR OF COMPANIES AT THE MALTA BUSINESS REGISTRY IN ACCORDANCE WITH THE ACT.

**STATEMENTS MADE IN THIS BASE PROSPECTUS ARE, EXCEPT WHERE OTHERWISE STATED, BASED ON THE LAW AND PRACTICE CURRENTLY IN FORCE IN MALTA AND ARE SUBJECT TO CHANGES THEREIN.**

ALL THE ADVISERS TO THE ISSUER NAMED IN THIS BASE PROSPECTUS UNDER THE HEADING “ADVISERS” IN SECTION 4.5 OF THIS BASE PROSPECTUS HAVE ACTED AND ARE ACTING EXCLUSIVELY FOR THE ISSUER IN RELATION TO THE BASE PROSPECTUS. SAVE WITH RESPECT TO THE NOMINEE AND PLACEMENT AGENT INSOFAR AS ITS OBLIGATIONS TOWARDS PARTICIPATION NOTEHOLDERS ARE CONCERNED, THE SAID ADVISERS HAVE NO CONTRACTUAL, FIDUCIARY, OR OTHER OBLIGATION TOWARDS ANY OTHER PERSON AND WILL ACCORDINGLY NOT BE RESPONSIBLE TO ANY INVESTOR OR ANY OTHER PERSON WHOMSOEVER IN RELATION TO THE TRANSACTIONS PROPOSED IN THE BASE PROSPECTUS, OR ANY SUPPLEMENT THEREOF, AND ANY FINAL TERMS.

THE CONTENTS OF THE ISSUER’S WEBSITE, OR ANY WEBSITE DIRECTLY OR INDIRECTLY LINKED TO THE ISSUER’S WEBSITE, DO NOT FORM PART OF THE BASE PROSPECTUS UNLESS SUCH CONTENTS ARE INCORPORATED BY REFERENCE INTO THE BASE PROSPECTUS. 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 SECURITIES.

THE DIRECTORS OF THE ISSUER CONFIRM THAT WHERE INFORMATION INCLUDED IN THE BASE 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 GO UP OR DOWN AND PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER ALL THE INFORMATION CONTAINED IN THE BASE PROSPECTUS AS A WHOLE AND SHOULD CONSULT THEIR OWN FINANCIAL AND OTHER PROFESSIONAL ADVISERS BEFORE DECIDING TO MAKE AN INVESTMENT IN THE SECURITIES OF THE ISSUER.**

## 2. DEFINITIONS

In this Base Prospectus, the following words and expressions shall bear the following meanings, except where the context otherwise requires:

<b>ACMUS Group Limited</b>	ACMUS Group Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 104599, and having its registered address at Juel Group, Avian Hill, Triq I-Ispanjulett c/w Triq il-Gallina, Kappara, San Gwann, Malta;
<b>Act or Companies Act</b>	the Companies Act (Cap. 386 of the laws of Malta);
<b>Applicant/s</b>	a person or persons who subscribe/s for Participation Notes;
<b>Appropriateness Test</b>	shall have the meaning set out in section 15.7 of this Base Prospectus;
<b>Associate</b>	an entity over which the investor has significant influence, and as such has the power to participate in the financial and operating policy decisions of the investee without the power to control or jointly control those policies. In terms of the International Financial Reporting Standards adopted by the European Union, an entity holding, directly or indirectly, 20% or more, but less than 50%, of the voting power of the investee, is presumed to have significant influence. The term “ <b>Associate Companies</b> ” shall collectively refer to the said entities;
<b>Bank of Valletta</b>	Bank of Valletta p.l.c., a public limited company duly registered and validly existing under the laws of Malta, bearing company registration number C 2833 and having its registered address at 58, Zachary Street, Valletta VLT 1103, Malta;
<b>Base Prospectus</b>	this document in its entirety;
<b>Birkirkara Development</b>	the development located on Triq I-Istazzjon c/w Triq Id-Dar tal-Kleru c/w, Triq Hal Qormi in Birkirkara, Malta, as further detailed in section 6.1.1.4 of this Base Prospectus;
<b>Bond Issue</b>	the issue of the Secured Bonds;
<b>Business Day</b>	any day between Monday and Friday (both days included) on which commercial banks in Malta settle payments and are open for normal banking business;
<b>Capital Markets Rules</b>	the capital markets rules issued by the Malta Financial Services Authority in terms of the Financial Markets Act;
<b>Directors or Board or Board of Directors</b>	the directors of the Issuer whose names are set out in section 4.1 of this Base Prospectus under the heading “ <b>Directors of the Issuer</b> ”;
<b>Early Redemption Date/s</b>	any early redemption date/s of the relevant Tranche of Notes as specified in the applicable Final Terms, on which the Issuer shall be entitled to prepay all or part of the principal amount of the relevant Tranche of Notes and all interests accrued up to the date of prepayment, by giving not less than 30 days’ notice to the Nominee and Placement Agent and the term “ <b>Early Redemption</b> ” shall be construed accordingly;
<b>Euro or €</b>	the lawful currency of the Republic of Malta;
<b>Fiduciary Asset</b>	the rights attaching to and emanating from the Global Note/s and the Nominee and Placement Agent Agreement including the right of payment of principal and interest under the Global Note/s;
<b>Final Terms</b>	the final terms issued by the Issuer from time to time in the form as set out in this Base Prospectus, which final terms shall be applicable to the Tranche of Notes in respect of which they are drawn up;
<b>Financial Markets Act</b>	the Financial Markets Act (Cap. 345 of the laws of Malta);
<b>Franchise Agreements</b>	the franchise agreements between the Franchisor and the Franchisee and any other agreements between the Franchisor or its affiliates on the one part and Franchisee on the other part, relating to the Hotel, further details of which are included in section 6.6 of this Base Prospectus;
<b>Franchisor</b>	Hyatt International (Europe Africa Middle East) LLC a limited liability company, organised and existing under the laws of Switzerland with company registration number CHE-106.692.572 and having its registered address at The Circle 09, 8058, Zürich-Airport, Switzerland;
<b>GAP Group</b>	GAP Group p.l.c. and its Subsidiaries;

<b>GAP Group Investments II</b>	GAP Group Investments (II) Limited, a private limited liability company, duly registered and validly existing under the laws of Malta bearing company registration number C 75856 and having its registered office at Plan Group Head Office, Triq il-Wirt Naturali, Baħar iċ-Ċagħaq, Naxxar NXR 5232, Malta;
<b>GAP Group p.l.c.</b>	GAP Group p.l.c., a public limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 75875 and having its registered office at Plan Group Head Office, Triq il-Wirt Naturali, Baħar iċ-Ċagħaq, Naxxar NXR 5232, Malta;
<b>Global Note/s or Note/s</b>	the Global Note/s to be issued by the Issuer in favour of the Nominee and Placement Agent representing the amount due by the Issuer to the Nominee and Placement Agent and creating, acknowledging and representing the indebtedness of the Issuer to the Nominee and Placement Agent under the terms and conditions set out in the form of Annex A1 to the Base Prospectus;
<b>Global Noteholder</b>	the holder of the Global Note/s issued from time to time pursuant to the Note Issuance Programme and the applicable Final Terms;
<b>Group</b>	the Issuer and its Subsidiaries;
<b>Hotel</b>	the hotel being developed on the Hotel Site, to be principally identified by the brand name “HYATT CENTRIC MALTA” as further described in section 6.3 of this Base Prospectus;
<b>Hotel Site</b>	the portion of land in the area known as “St George’s”, in Triq Santu Wistin in Swieqi, Malta, having an approximate superficial area of 996 square metres, on which the Hotel is being developed;
<b>Imgarr Development</b>	the block of apartments constructed and developed over a site located on Triq San Pietru in Imġarr, Malta, as further described in section 6.1.1.1 of this Base Prospectus;
<b>Imgarr Development II</b>	the property development project being constructed and developed over a site located on Triq Sir Harry Luke in Imġarr, Malta, as further described in section 6.1.2.3 of this Base Prospectus;
<b>Interest or Rate of Interest</b>	the rate of interest payable in respect of the relevant Tranche of Notes as specified in the applicable Final Terms;
<b>Interest Payment Date/s</b>	the date/s specified in the applicable Final Terms for when interest on the relevant Tranche of Notes falls due;
<b>Issue</b>	the issue of Notes pursuant to the Note Issuance Programme and the applicable Final Terms;
<b>Issue Date</b>	the date on which Participation Notes, representing the relevant Tranche of Notes, are subscribed for and issued in accordance with this Base Prospectus and the applicable Final Terms;
<b>Issuer</b>	Juel Group p.l.c., a public limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 101395, and having its registered address at Avian Hill, Triq I-Ispanjulett c/w Triq il-Gallina, Kappara, San Gwann, Malta;
<b>Juel Holdings</b>	Juel Holdings Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 92861, and having its registered address at Avian Hill, Triq I-Ispanjulett c/w Triq il-Gallina, Kappara, San Gwann, Malta;
<b>Juel Hospitality or Franchisee</b>	Juel Hospitality Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 100482, and having its registered address at Avian Hill, Triq I-Ispanjulett c/w Triq il-Gallina, Kappara, San Gwann, Malta;
<b>Kappara Development</b>	the block of apartments constructed and developed over a site located on Triq I-Ispanjulett c/w, Triq il-Gallina in Kappara, San Gwann, Malta, as further described in section 6.1.1.5 of this Base Prospectus;
<b>Luqa Development</b>	the block of apartments and maisonettes constructed and developed over a site located on Triq I-Aħwa Vassallo in Luqa, Malta, as further described in section 6.1.1.3 of this Base Prospectus;
<b>Malta Financial Services Authority or MFSA</b>	the Malta Financial Services Authority, established in terms of the Financial Markets Act as the competent authority to approve prospectuses of any offer of securities to the public in Malta;



<b>Malta Stock Exchange or MSE</b>	Malta Stock Exchange p.l.c., as originally constituted in terms of the Financial Markets Act, bearing company registration number C 42525, and having its registered office at Garrison Chapel, Castille Place, Valletta VLT 1063, Malta;
<b>Marsascala Development I</b>	the block of apartments and maisonettes built over a site located on Triq il-Bahħara c/w Triq il-Gandoffli in Marsascala, Malta, as further described in section 6.1.2.1 of this Base Prospectus;
<b>Marsascala Development II</b>	the block of apartments and maisonettes which is being built over a site located on Triq il-Hut in Marsascala, Malta, as further described in section 6.1.2.2 of this Base Prospectus;
<b>Memorandum and Articles of Association</b>	the memorandum and articles of association of the Issuer in force at the time of publication of the Base Prospectus. The terms “ <b>Memorandum</b> ”, “ <b>Articles</b> ” and “ <b>Articles of Association</b> ” shall be construed accordingly;
<b>MIFID II</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/ EU (recast);
<b>Muscat Holdings</b>	Muscat Holdings Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 77653, and having its registered address at Avian Hill, Triq l-Ispanjulett c/w Triq il-Gallina, Kappara, San Gwann, Malta;
<b>Muscat Holdings II</b>	Muscat Holdings (II) Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 89275, and having its registered address at Avian Hill, Triq l-Ispanjulett c/w Triq il-Gallina, Kappara, San Gwann, Malta;
<b>MZI</b>	M.Z. Investment Services Limited, a private limited liability company registered in Malta bearing company registration number C 23936 and having its registered office at 63, M.Z. House, St. Rita Street, Rabat RBT 1523, Malta, licensed by the MFSA and a member of the MSE;
<b>Naxxar Development</b>	the block of apartments developed over a site accessible from Triq l-Abate and Triq Francis Attard in Naxxar, Malta, as further described in section 6.1.1.2 of this Base Prospectus;
<b>Nominee and Placement Agent</b>	M.Z. Investment Services Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 23936, and having its registered address at 63, MZ House, St. Rita Street, Rabat, RBT 1523, Malta;
<b>Nominee and Placement Agent Agreement</b>	the agreement entered into by and between the Issuer and the Nominee and Placement Agent dated 8 April 2024;
<b>Noteholders</b>	collectively, the Global Noteholder and Participation Noteholders;
<b>Note Issuance Programme or Programme</b>	the note issuance programme of up to €5,000,000 unsecured notes being made by the Issuer pursuant to this Base Prospectus (and any supplement thereto) and the applicable Final Terms;
<b>Offer</b>	the offer for participation in the relevant Tranche of Global Notes through the issuance of Participation Notes;
<b>Offer Amount</b>	the offer of up to €5,000,000;
<b>Participation Note</b>	a transferable note of a nominal value of €1,000 issued by the Nominee and Placement Agent to a Participation Noteholder acknowledging the interest of the person named therein in the Global Note, and evidencing an entry in the Register of Investors;
<b>Participation Noteholder</b>	a holder of a Participation Note;
<b>Prospectus Regulation</b>	Regulation (EU) No. 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended, and in accordance with the provisions of Commission Delegated Regulation No. 2019/979 and Commission Delegated Regulation No. 2019/980 issued thereunder;
<b>Redemption Date</b>	the redemption date of the relevant Tranche of Notes as specified in the applicable Final Terms, unless the Issuer exercises the early redemption option;
<b>Redemption Value</b>	the nominal value of each Note to be paid on the relevant Redemption Date;
<b>Register of Global Noteholders</b>	the register maintained by the Issuer identifying the holder of the Global Note;



<b>Register of Investors</b>	the register to be maintained by the Nominee and Placement Agent identifying the Participation Noteholders from time to time;
<b>Registered Investor</b>	a person participating in the Global Notes and whose interest and benefit therein is recognised by the Nominee and Placement Agent by means of an entry in the Register of Investors;
<b>Secured Bonds</b>	the €32,000,000 5.5% secured bonds 2035, pursuant to a prospectus dated 6 June 2023 with ISIN MT0002741206;
<b>Series</b>	one or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects;
<b>St. Julian's Development I</b>	the development located on Triq Ġuzeppi Xerri abutting on Triq Zammit Clapp in St. Julian's, Malta, as further described in section 6.1.1.6 of this Base Prospectus;
<b>St. Julian's Development II</b>	the development located on Triq Ivo Muscat Azzopardi (previously Garden Street) in St. Julian's, Malta, as further described in section 6.1.2.4 of this Base Prospectus;
<b>Subscription Agreement</b>	the agreement to be entered into between the Nominee and Placement Agent and Participation Noteholders subscribing for the Participation Notes;
<b>Subscription Period</b>	the period during which the Participation Notes, representing the relevant tranche of Global Notes, are to be issued, details of which will be specified in the applicable Final Terms;
<b>Subsidiary</b>	an entity over which the parent has control. In terms of the International Financial Reporting Standards adopted by the European Union, a group controls an entity when the group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. The term " <b>Subsidiaries</b> " shall collectively refer to the said entities;
<b>Suitability Test</b>	shall have the meaning set out in section 15.7 of this Base Prospectus;
<b>Tranche or Tranche of Notes</b>	the tranche of Global Notes identical in all respects in various tranches, except for the applicable Issue Dates, Rate of Interests, Interest Payment Dates, Issue Prices, and, or Redemption Dates which may from time to time be issued as part of the Series to which this Base Prospectus relates;
<b>Tranche I</b>	the Global Note of an aggregate principal amount of up to a maximum of €3,500,000 redeemable at its nominal value on the Redemption Date as further described in the applicable Final Terms.

Unless it appears otherwise from the context:

- a. words importing the singular shall include the plural and *vice versa*;
- b. words importing the masculine gender shall include the feminine gender and *vice versa*;
- c. the word "*may*" shall be construed as permissive and the word "*shall*" shall be construed as imperative;
- d. all references in this Base Prospectus to "*Malta*" shall be construed as defined in article 124 (1) of the Constitution of Malta;
- e. any phrase introduced by the terms "*including*", "*include*", "*in particular*" or any similar expression is illustrative only and does not limit the sense of the words preceding those terms; and
- f. any reference to a law, legislative act, and, or other legislation shall mean that particular law, legislative act and, or legislation as in force at the date of this Base Prospectus.

### 3. RISK FACTORS

PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER WITH THEIR OWN FINANCIAL AND OTHER PROFESSIONAL ADVISERS, THE FOLLOWING RISK FACTORS AND OTHER INVESTMENT CONSIDERATIONS AS WELL AS ALL THE OTHER INFORMATION CONTAINED IN THIS BASE PROSPECTUS AND APPLICABLE FINAL TERMS, BEFORE MAKING ANY INVESTMENT DECISION WITH RESPECT TO THE ISSUER. SOME OF THESE RISKS ARE SUBJECT TO CONTINGENCIES WHICH MAY OR MAY NOT OCCUR AND THE ISSUER IS NOT IN A POSITION TO EXPRESS A VIEW ON THE LIKELIHOOD OF ANY SUCH CONTINGENCIES OCCURRING.

THE RISK FACTORS BELOW HAVE BEEN CATEGORISED UNDER THREE MAIN CATEGORIES, ACCORDING TO WHETHER THE RISK FACTORS RELATE TO: (I) THE ISSUER; (II) THE GROUP; OR (III) THE GLOBAL NOTES AND PARTICIPATION NOTES. THE RISK FACTOR FIRST APPEARING UNDER EACH CATEGORY CONSTITUTES THAT RISK FACTOR WHICH THE DIRECTORS HAVE ASSESSED TO BE THE MOST MATERIAL RISK FACTOR UNDER SUCH CATEGORY AS AT THE DATE OF THIS BASE PROSPECTUS. IN MAKING THIS ASSESSMENT OF MATERIALITY, THE DIRECTORS HAVE EVALUATED THE COMBINATION OF: (I) THE PROBABILITY THAT THE RISK FACTOR OCCURS; AND (II) THE EXPECTED MAGNITUDE OF THE ADVERSE EFFECT ON THE FINANCIAL CONDITION AND PERFORMANCE OF THE ISSUER OR THE GROUP, IF THE RISK FACTOR WERE TO MATERIALISE.

IF ANY OF THE RISKS DESCRIBED BELOW WERE TO MATERIALISE, THEY COULD HAVE A SERIOUS EFFECT ON THE GROUP'S FINANCIAL RESULTS, FINANCIAL CONDITION, OPERATIONAL PERFORMANCE, BUSINESS AND, OR TRADING PROSPECTS, AS WELL AS THE ABILITY OF THE ISSUER TO FULFIL ITS OBLIGATIONS UNDER THE SECURITIES ISSUED BY IT FROM TIME TO TIME. THE RISKS AND UNCERTAINTIES DISCUSSED BELOW ARE THOSE IDENTIFIED AS SUCH BY THE DIRECTORS AS AT THE DATE OF THIS BASE PROSPECTUS, BUT THESE RISKS AND UNCERTAINTIES MAY NOT BE THE ONLY ONES THAT THE ISSUER OR GROUP FACES OR COULD FACE. ADDITIONAL RISKS AND UNCERTAINTIES, INCLUDING THOSE WHICH THE ISSUER'S DIRECTORS ARE NOT CURRENTLY AWARE OF, MAY WELL RESULT IN A MATERIAL ADVERSE IMPACT ON THE GROUP'S FINANCIAL RESULTS, FINANCIAL CONDITION, OPERATIONAL PERFORMANCE, BUSINESS AND, OR TRADING PROSPECTS AND ON THE ABILITY OF THE ISSUER TO FULFIL ITS OBLIGATIONS UNDER THE NOTES. IN ADDITION, PROSPECTIVE INVESTORS OUGHT TO BE AWARE THAT RISK MAY BE AMPLIFIED DUE TO A COMBINATION OF RISK FACTORS.

THE BASE PROSPECTUS AND THE APPLICABLE FINAL TERMS, THE DOCUMENTATION INCORPORATED BY REFERENCE HEREIN, AND, OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE SECURITIES ISSUED BY THE ISSUER: (I) IS NOT INTENDED TO PROVIDE THE BASIS FOR ANY CREDIT OR OTHER EVALUATION; (II) IS NOT AND SHOULD NOT BE CONSIDERED AS A RECOMMENDATION BY THE ISSUER, THE DIRECTORS, ANY OF THE ADVISERS LISTED IN SECTION 4.5 BELOW OR THE NOMINEE AND PLACEMENT AGENT THAT ANY RECIPIENT OF THE BASE PROSPECTUS, THE DOCUMENTATION INCORPORATED BY REFERENCE HEREIN, OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION THEREWITH, SHOULD PURCHASE ANY SECURITIES ISSUED BY THE ISSUER, INCLUDING THE NOTES, AND, THEREFORE, PROSPECTIVE INVESTORS SHOULD MAKE THEIR OWN EVALUATION OF ALL RISK FACTORS, AND SHOULD CONSIDER ALL OTHER SECTIONS IN THE PROSPECTUS; AND (III) CONTAIN STATEMENTS THAT ARE, OR MAY BE DEEMED TO BE, "*FORWARD LOOKING STATEMENTS*".

#### 3.1 FORWARD-LOOKING STATEMENTS

Forward-looking statements can be identified by the use of forward-looking terminology, including the terms "*believes*", "*estimates*", "*forecasts*", "*projects*", "*anticipates*", "*expects*", "*envisages*", "*intends*", "*may*", "*will*", or "*should*" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements relate to matters that are not historical facts. They appear in a number of places within the Base Prospectus and include statements regarding the intentions, beliefs, or current expectations of the Issuer and, or the Directors concerning, amongst other things, the Issuer's strategy and business plans, financial condition and performance, results of operations, liquidity, prospects, investments, and the markets in which it operates.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance and should therefore not be construed as such. The Issuer's and, or the Group's actual operational results, financial condition and performance, and trading prospects may differ materially from the impression created by the forward-looking statements contained in the Base Prospectus. In addition, even if the operational results, financial condition and performance, and trading prospects of the Issuer and, or the Group are consistent with the forward-looking statements contained in the Base Prospectus, those results, or developments may not be indicative of results or developments in subsequent periods. Important factors that may cause these differences include, but are not limited to, those factors identified under this section and elsewhere in this Base Prospectus.

All forward-looking statements contained in this Base Prospectus are made only as at the date hereof. Subject to applicable legal and regulatory obligations, the Issuer and the Directors expressly disclaim any obligations to update or revise any forward-looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

## 3.2 RISKS RELATING TO THE ISSUER

### 3.2.1 THE ISSUER IS DEPENDENT ON THE PERFORMANCE OF ITS SUBSIDIARIES AND ASSOCIATE COMPANIES

The Issuer is a finance and holding company of the Group and does not carry out any trading activities of its own. The Issuer is therefore economically dependent on the performance and financial position of its Subsidiaries and Associate Companies. In the event that any Subsidiary and, or Associate Company underperforms in any one or more financial year/s or otherwise experiences adverse fluctuations or volatility in cash flows, liquidity strains or other financial difficulties, such underperformance and, or adverse financial position and operational results would adversely affect the operational and financial results of the Group as a whole and consequently, that of the Issuer.

As a holding and finance company of the Group, the Issuer's only source of income is the receipt of dividends from its Subsidiaries and Associate Companies and payments of principal and interest under loan advancements granted to its Subsidiaries from time to time.

The distribution of dividends is dependent on the cash flows and earnings of the relevant Subsidiary and, or Associate Company. The underperformance of any of the Issuer's Subsidiaries and, or Associate Companies may impact their ability to declare dividends and, or make loan repayments, which in turn may have an adverse effect on the performance of the Issuer and its ability to service payments of principal and interest under the Note Issuance Programme.

## 3.3 RISKS RELATING TO THE GROUP

### 3.3.1 RISKS SPECIFIC TO THE PROPERTY SECTOR

The Group is heavily invested in the property acquisition, development, and management markets, which are constantly evolving market segments characterised by specific risks and uncertainties. The Group is thus intrinsically susceptible to the risks associated with activities in these market segments. The occurrence of any of the factors referred to below could negatively affect the Group's financial condition and results.

#### ***Risks relating to the property development and construction industry***

The Group undertakes activities in the property development and construction industry. Pursuant to such activities, the Group is subject to several specific risks, including:

- (a) the risk of delays, including albeit not limited to delays (and, or refusals) in obtaining any necessary permits and cost overruns;
- (b) the possibility of delays in the completion of the property development projects pursuant to a strain on the availability of human and other capital resources required for the development and completion of such projects resulting from heightened levels of activity in the sector;
- (c) covenants, conditions, restrictions, and easements relating to the properties or their use, whether arising out of law, contractual arrangement, or orders or other decisions of the competent judicial or government authorities; and
- (d) government restrictions concerning the free movement of people and goods, which might result in delays or changes in terms of established trade supply routes, changes in macro-economic conditions, as well as market and regulatory changes affecting the construction and property development processes.

The Group's property development projects (described in section 6 of this Base Prospectus) have been part-financed through bank financing with local banks. The Group plans to incur additional debt for the purposes of financing future property development projects. Notwithstanding that the Group aims to maintain its debt-to-equity ratio at prudent levels with corresponding equity being injected at levels considered to be adequate and prudent under current banking practices, a substantial portion of the cash flow generated by the Group is utilised to repay the respective company's debt obligations pursuant to the terms of the facilities provided. Should a Group company significantly increase its debt obligations, this may have an adverse effect on the profitability of the respective company and the Group as a whole. Furthermore, any increase in the cost of borrowing and, or interest rates may negatively affect the performance and return expected from the Group's property development projects.

The occurrence of any of the risk factors described above could have a material adverse effect on the Group's business, financial condition, and results of operations, including the increase of projected costs and times for the completion of ongoing property development projects.

#### ***Risks relating to the sale of property***

The Group's business contemplates the construction and finishing of property developments and the subsequent sale or rental of the individual units / garages / car spaces forming part of such property developments. Whilst the Group's activities in this sector have been largely successful, there can be no assurance that the Group will be able to sell future developments in a profitable and efficient manner on account of: (a) market conditions; (b) the size and, or value of the property development; (c) specific local market conditions; (d) regulatory risks including, albeit not limited to, the delay in obtaining or the inability to obtain the necessary permits and, or authorisations; or (e) other local or international economic factors influencing the ability of prospective buyers to pay for and, or finance the property price and Group's operations or assets. It may also prove necessary to dispose of houses / units / garages / car spaces at values which management considers to be reasonable in the circumstances prevailing at the time, but which represent discounts to book values or earlier property valuation reports, in order to meet long-term strategy and financing objectives.

***Risks relating to the engagement and, or the involvement of third parties in connection with the Group's business and associated counterparty risks***

The Group relies on third-party service providers such as architects, contractors and suppliers for the building, construction and completion of each of its property developments. The Group has engaged, and shall continue to engage, the services of third-party contractors for the purposes of the Hotel, including the construction, finishing and furnishing of the Hotel in a timely manner and within agreed cost parameters. This gives rise to counter-party risks in those instances where such third parties do not perform in line with the Group's expectations and in accordance with their contractual obligations. If these risks were to materialise, this will result in delays in the development and completion of the Hotel as well as other property development projects undertaken by the Group, which could have an adverse impact on the Group's business, its financial condition, results of operations and prospects. Delays in the development and completion of the Hotel could have a material adverse impact on the Issuer's cash flows and revenue generation.

***Risks relating to the rental income of the property retained by the Group***

As detailed in section 6.2 of this Base Prospectus, the Group has a property portfolio of over 30 units which it leases under the "StayMela" brand. Given that the majority of the Group's customers are tourists, the revenue generated from such rental activities is dependent on the number and frequency of people travelling to Malta. Therefore, the risks attributable to the hospitality and tourism industry (described further in section 3.3.2 of this Base Prospectus) apply to the Group's rental activities under the "StayMela" brand.

***Risks relating to property valuations and net realisable value***

Valuation of property is intrinsically subjective and based on several assumptions at a given point in time. In providing a market value of a property, the valuer makes certain assumptions which ultimately may cause the actual values to be materially different from any future values that may be expressed or implied by such forward-looking statements or anticipated on the basis of historical trends as reality may not match the assumptions. Subsequently, the Group may purchase and, or have purchased property on the basis of inaccurate valuations. Moreover, property valuations are largely dependent on current and, or expected market conditions which may fluctuate from time to time. There can be no assurance that the property valuation and property-related assets will reflect actual market values.

**3.3.2 RISKS SPECIFIC TO THE HOSPITALITY AND TOURISM INDUSTRY**

The Group's activities in the hospitality and tourism industries consists in the operation of the Hotel once completed and its rental activities under the brand "StayMela". The hospitality and tourism industries are susceptible to several factors which may impact the operations and revenue of owners and operators alike. Such factors include the following:

- changes in travel patterns or seasonal variations, as well as consumer preferences concerning price;
- increases in operating costs due to general market conditions, inflation, employment costs, workers' compensation and healthcare related costs, utility costs, increased taxes and insurance costs which could impact margins and could therefore impact the viability (or otherwise) of the Group's operations;
- quality, location, and type of hospitality packages;
- any cutbacks and stoppages on Malta-bound air or sea travel routes, or increases in taxes, surcharges and other expenses associated therewith, as well as the imposition of travel restrictions, bans or other measures by the relevant authorities;
- increases in the availability of air or sea travel routes to destinations competing with Malta;
- changes in laws and regulations, including those concerning the management and operation of hotels and other hospitality outlets, employment, catering and entertainment establishments, health and safety, alcohol licensing, environmental concerns, fiscal policies and zoning and development, and the related costs of compliance;
- the maintenance of licenses and other authorisations, as may be required from time to time, to operate and manage hospitality establishments;
- the impact of increased threats of terrorism or actual terrorist events, impediments to means of transportation (including airline strikes and border closures, or other travel restrictions), extreme weather conditions, natural disasters, travel-related accidents, outbreaks of diseases and health concerns, or other factors that may affect travel patterns and reduce the number of business and leisure travellers;
- the termination, non-renewal and, or the renewal on less favourable terms of material contracts, including the Franchise Agreements, management or operation agreements, reseller agreements, distribution agreements, travel agent booking agreements, marketing agreements, services or supply agreements, and agreements entered into with tour operators; and, or
- increased competition from providers of alternative accommodation, including web-based booking channels that allow private accommodation to be made available by private individuals or via online peer-to-peer platforms, and other hospitality models such as bed and breakfasts (B&Bs), room-sharing and flexi-renting, and short-term lets of private property which may be offered at competitive rates.

The impact of any of these factors (or a combination of them) may adversely affect room rates and occupancy levels at the Hotel and, or the reservation of the residential units available for rent under the "StayMela" brand. In turn, this may cause a reduction in the income generated from the Group's hospitality component which would have a material adverse effect on the Group's business, financial condition, and results of operations and, in turn, on its ability to meet its obligations on time and in full.

### ***Risks relating to the ability of the Group to secure approvals and licenses***

Once completed, the Hotel will require a license from the Malta Tourism Authority to operate as a Class 3B hotel before the Group can open the Hotel's doors to guests. Although it is the intention of the Group to construct the Hotel in accordance with licensing requirements and the standards of the Franchise Agreements, should the Malta Tourism Authority consider that not all applicable licensing conditions have been satisfied, there may be delays in the opening of the Hotel, which in turn could result in the Franchisor claiming a breach of the Franchise Agreements and the loss of the use of the "HYATT CENTRIC" brand by the Group. Should the Hotel fail to open its doors within the projected timeframe (that is, by Q4 2024) due to a delay in the issue of a license to operate as a Class 3B hotel, the Group's business, financial condition, and results of operations may be adversely affected.

### ***Risks relating to the utilisation of reservation systems***

The Hotel intends to utilise an online reservation system and other key technology platforms for the reservation of rooms at the Hotel. The Hotel's results of operations are primarily derived from its ability to drive reservations through its reservation system and technology platforms which are highly integrated with internal processes and linked to multiple sales channels, including the Hotel's own website, call centre, third-party intermediaries, and travel agents. Lack of resilience, connectivity and operational availability of these systems provided by the Group or third-party technology providers could lead to prolonged service disruption and might result in significant business interruption, impact the guest booking experience and subsequently adversely impact the revenues and reputation of the Hotel and the Group, as the owner and operator of the Hotel.

## **3.3.3 OPERATIONAL RISKS OF THE GROUP**

### ***Risks relating to the loss of, and inability to recruit, key personnel***

The Group believes that its growth is partially attributable to the efforts and abilities of its executive director, Adrian Muscat, and other key personnel, including members of the management team of the Hotel, sales, investment, and project management personnel and upon its ability to attract, recruit, develop and retain key personnel to manage the Group's business efficiently and profitably. If one or more key members are unable or unwilling to continue in their position, the Group might not be able to replace them within the short term, which could have a material adverse effect on the Group's business, financial condition, and results of operations.

The Group intends to open the Hotel in Q4 2024. As at the date of this Base Prospectus, the Group is in the process of identifying the persons which shall form part of the management team of the Hotel. Should the Group fail to form a management team in a timely manner, this could delay the opening of the Hotel, which in turn could result in the Franchisor claiming a breach of the Franchise Agreements and the loss of the use of the "HYATT CENTRIC" brand by the Group. Delays in the opening of the Hotel or the loss of the right to use "HYATT CENTRIC" brand could result in a material adverse effect on the financial position, financial performance, and operational results of the Group.

### ***Risks relating to the Group's insurance policies***

The Group has maintained insurance and, or otherwise plans to maintain insurance at levels determined by the Group to be appropriate in light of the cost of cover and the risk profiles of the sectors in which the Group operates. Notwithstanding such insurance coverage, which insures against, *inter alia*, claims for damages, it may be difficult and may take time to recover such losses from insurers. In addition, the Group may not be able to recover the full amount from the insurers due to procedural restrictions or formalities, or due to substantive exclusions, exemptions, limitations on coverage, de minimis liability coverage limitations, prescriptive time periods and limitations, reporting or other disclosure requirements, licensing or other authorisation or registration requirements, breach of restrictive covenants or undertakings, breach of warranties and, or, representations, as well as restrictions or formalities relating to the initiation of, and control over, litigation, investigations or other proceedings relating thereto.

No assurance can be given that the 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. In addition, changes in legislation or judicial interpretation, or the issuance or alteration of directives, orders, or other measures (whether interim or otherwise), by the relevant authorities may impact the ability to recoup losses under insurance coverage held by the Group. Furthermore, the actions, or inactions of employees or other officials of the Group, or of contractors, sub-contractors, outsourcing parties, or other third-parties engaged by the Group from time to time, may affect the ability of the Group to successfully make a claim under its insurance policies.

## **3.3.4 LEGAL, REGULATORY AND COMPLIANCE RISKS**

### ***Risks relating to the regulatory environment in which the Group operates***

The Group's activities in the construction and development industry, as well as the Group's activities in the hospitality industry (including the rental of property under the "StayMela" brand and its operation of the Hotel, once complete), are subject to a vast array of rules and regulations, including but not limited to, environmental protection, property and rental law, construction, property acquisition, property development, consumer law, health, fire, and safety, among others. Furthermore, the regulatory environment in which the Group operates is constantly evolving, with the introduction of new rules and regulations, or the amendment or overhaul of existing ones. In addition, the Group is susceptible to changes in the application and, or interpretation of such rules and regulations, whether as a result of judicial interpretation or due to decisions, orders, directives, and, or guidelines issued by the competent regulatory authorities.



Laws and regulations, which may be amended over time, may also impose liability for the presence of certain materials or substances or the release of certain materials or substances into the air, land or water or the migration of certain materials or substances from a property investment, including asbestos, and such presence, release or migration could form the basis for liability to third parties for personal injury or other damages. These environmental liabilities, if realised, could have a material adverse effect on the Group's business, financial condition, and results of operations in the property development sector.

The inability of the Group to meet its ongoing regulatory and legal requirements, whether in whole or in part, or the inability of the Group to equip itself to comply with forthcoming legislation or regulation in a timely and suitable manner, may expose the Group to the risk of regulatory sanctioning, including but not limited to, the imposition of public reprimands, administrative or punitive fines or penalties, temporary suspension of activities, or even revocation of licenses, permits, or other authorisations, whether in whole or in part. In addition, lack of compliance with legal and regulatory requirements may negatively affect the reputation and goodwill of the Group and may result in a loss of existing or potential business, and, or a weakened competitive advantage. If any of these risks were to materialise, they could have a material adverse effect on the operational results, financial performance, and financial position of the Group.

#### ***Risks relating to personal data protection and privacy laws***

In the ordinary course of its activities, particularly with respect to the Group's Stay Mela operations and Hotel operations (once the Hotel is completed), the Group receives, processes, transmits and stores information relating to identifiable individuals ("**personal data**"). As a result, the Group is subject to various local laws and EU regulations relating to the collection and processing of personal data. These laws impose operational requirements for companies receiving or processing personal data and provide for significant penalties for non-compliance. These requirements with respect to personal data have subjected and may continue in the future to subject the Group to, among other things, additional costs and expenses and have required and may in the future require costly changes to their business practices and information security systems, policies, procedures, and practices.

Security controls over personal data, the training of employees on data privacy and data security, and the policies, procedures, and practices implemented, or which may be implemented in the future, may not prevent the improper disclosure of personal data by the Group. Unauthorised access or improper disclosure of personal data in violation of personal data protection or privacy laws could harm the reputation of the Group, cause loss of consumer confidence, subject it to regulatory enforcement actions (including fines), and result in private litigation against the Group and, or Group companies, which could result in loss of revenue, increased costs, liability for monetary damages, fines and, or criminal prosecution, all of which could negatively affect the business and operating results of the Group.

#### ***Risk of litigation***

All industries, including the property development, construction, and hospitality and tourism industries, are subject to legal claims, with or without merit. Defence and settlement costs can be substantial, even with respect to claims that have no merit. Due to the inherent uncertainty of litigation and dispute resolution processes, there can be no assurance that the resolution of any legal proceeding or dispute will not have a material adverse effect on the Group's future cash flow, results of operations or financial condition.

#### ***Risk relating to disputes / investigations***

The MFSA is investigating potential breaches committed by the Issuer in relation to the Prospectus Regulation, particularly in respect of the manner in which funds were raised prior to the issue of Secured Bonds pursuant to an offering memorandum issued by the Issuer. Furthermore, the manager & registrar involved in the issue of the Secured Bonds is the subject of an investigation by MFSA as to potential breaches in relation to the Investment Services Act (Cap. 370 of the laws of Malta) and the MFSA Rules.

The said investigation by MFSA into the matters of the Issuer, which as at the date of this Base Prospectus remains ongoing, could result in MFSA taking regulatory action against the Issuer and in turn could have an adverse impact on the Issuer's reputation and business.

### **3.3.5 RISKS RELATING TO THE FAILURE TO IMPLEMENT ENVIRONMENTAL, SOCIAL AND GOVERNANCE CONSIDERATIONS IN THE GROUP'S BUSINESS MODEL**

There is a growing expectation for enterprises to implement sustainability risks and consider sustainability factors in their day-to-day management and decision-making process. With an increased emphasis on environmental, social and governance ("**ESG**") considerations at global level, the implementation of sustainable factors in the Issuer's business model is likely to become under increased scrutiny by investors, regulators, and the public at large.

The Group's business entails three main sectors of operation: property development, rental of property and hospitality. ESG considerations for the purposes of the Group's business may include, but are not limited to, energy performance, energy and resource efficiency, waste management, energy and water use, the use of renewables, as well as social and employment considerations of workers and the health and safety thereof.

In particular, risks relating to the impact of climate change, through physical and transitional channels, including but not limited to, physical risks related to severe weather events, the rise in sea level, and other natural disasters; and transition risks attributable to regulatory, technological, and market or pricing changes, could have economic, operational and financial impacts on the Group, and accordingly the failure by the Group to manage these risks over the short, medium, and long term could have a material adverse effect on the Group's business operations, financial performance and prospects.

From a governance perspective, risks may arise relating to lack of skilful management or good governance within the Group and the inadequacy of proper control. Said risks cover a wide spectrum of areas including financial crime, regulatory compliance, fraud, systems, and processes which would in turn affect income and capital. Failure to manage these risks may result in negative impacts on the Group's business and reputation.

Should the Group fail to operate its business in each sector in a sustainable manner, the failure to implement sustainable factors in the Group's business operations may also have a material adverse effect on the Group's reputation and public image in each sector as well as its relationship with clients, suppliers, business partners (including the Franchisor) and other stakeholders. This in turn may have a material adverse impact on the Group's business activities, revenues, financial condition, and operations.

### **3.4 RISKS RELATING TO THE GLOBAL NOTES AND THE PARTICIPATION NOTES**

#### **3.4.1 NOTES NOT TRADED ON ANY REGULATED MARKET**

The Participation Notes are considered to be non-MIFID II instruments in terms of MIFID II, since the Participation Notes shall not be listed and traded on any regulated market or other trading facility. The Participation Notes may only be traded and transferred over-the-counter as provided by the Nominee and Placement Agent, a firm licensed by the MFSA. The over-the-counter market for the Participation Notes may be less liquid than a regulated market or other trading facility and accordingly, Participation Noteholders may find it more difficult to identify willing buyers for their Participation Notes. Participation Noteholders who wish to sell their Participation Notes may be unable to do so at an acceptable price, or at all, if insufficient liquidity exists in the over-the-counter market for the Participation Notes. The ease of transferability of the Global Notes and Participation Notes depends on factors beyond the Issuer's control which could impact the trading value of the Global Notes and Participation Notes, such as the willingness or otherwise of potential buyers and sellers of the Global Note and Participation Notes. The trading value of the Global Notes and Participation Notes may also be impacted by other factors, such as the time remaining for maturity of the Global Notes and Participation Notes, the outstanding amount of the Global Notes and Participation Notes, the level, direction and volatility of market interest rates generally, and other relevant market factors.

#### **3.4.2 STATUS AND RANKING OF THE GLOBAL NOTES AND PARTICIPATION NOTES AND ADDITIONAL INDEBTEDNESS OR SECURITY**

The Global Notes, as and when issued and allotted, shall constitute the general, direct, unconditional and unsecured obligations of the Issuer. The Global Notes 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, without priority or preference to all present and future unsecured obligations of the Issuer. This means that any secured or privileged debts of the Issuer shall rank at all times ahead of its obligations under the Note Issuance Programme, as a result of which the Participation Noteholders may not be able to recover their investment in the Participation Notes in the case of insolvency or an equivalent situation, whether in full or in part. Furthermore, third party security interests may be registered which will rank in priority to the Global Notes against the assets of the Issuer for so long as such security interests remain in effect, which registration may further impede the ability of the Participation Noteholders to recover their investment upon enforcement of such security interests, whether in full or in part.

#### **3.4.3 NO PRIOR MARKET FOR THE NOTES**

There has been no public market for the Participation Notes within or outside Malta. Due to the absence of any prior market for the Notes, there can be no assurance that the price of the Participation Notes will correspond to the price at which the Participation Notes will trade in the market subsequent to the Issue. The market price of the Participation Notes could be subject to significant fluctuations in response to numerous factors, including the occurrence of any of the risk factors identified in section 3 of this Base Prospectus.

#### **3.4.4 COMPLEX FINANCIAL INSTRUMENTS AND SUITABILITY RISK**

The Participation Notes are complex financial instruments and may not be suitable for all recipients of the Base Prospectus and applicable Final Terms. Prospective investors are urged to consult an investment adviser licensed under the Investment Services Act as to the suitability or otherwise of an investment in the Participation Notes before making an investment decision. In the event that the prospective investor does not seek financial advice and/or does not read and fully understand the provisions of the Base Prospectus and applicable Final Terms, there is a risk that such investor may acquire an investment which is not suitable for his or her risk profile.

#### **3.4.5 THE GLOBAL NOTE IS REDEEMABLE AT THE OPTION OF THE ISSUER**

All or part of the Global Note may be redeemed by the Issuer on an Early Redemption Date, and in such event, an equivalent amount of Participation Notes shall be redeemed by the Nominee and Placement Agent. Once Participation Notes are redeemed, the relevant investors shall no longer be entitled to any interest or other rights in relation to those Participation Notes. If the Participation Notes are redeemed on an Early Redemption Date, an investor would not receive the same return on investment that it would have received if the Participation Notes were redeemed on the Redemption Date. In addition, investors may not be able to re-invest the proceeds from an early redemption at yields that would have been received had they not been redeemed.



### 3.4.6 FUTURE PUBLIC OFFERS

No prediction can be made about the effect which any future public offerings of the Issuer's securities (including but not limited to the effects arising out of a change in the cash flow requirements of the Issuer or other commitments of the Issuer vis-à-vis the new security holders), or any takeover or merger activity involving the Issuer will have on the market price of the Notes prevailing from time to time.

### 3.4.7 SUBSEQUENT CHANGES IN INTEREST RATES AND THE POSSIBLE IMPACT OF INFLATION

The Notes shall carry fixed interest rates. Investment in the Participation Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Participation Notes. Investors should also be aware that the price of fixed rate debt securities should theoretically move adversely to changes in interest rates. When prevailing market interest rates are rising as a result of inflationary pressures, *inter alia*, their prices decline and conversely, if market interest rates are declining, the prices of fixed rate debt securities rise. This is called market risk since it arises only if a Participation Noteholder decides to sell the Participation Notes before maturity on the secondary market.

### 3.4.8 CURRENCY OF REFERENCE

A Participation Noteholder will bear the risk of any adverse fluctuations in exchange rates between the currency of denomination of the Participation Notes (€) and the Participation Noteholder's currency of reference, if different. Such adverse fluctuations may impair the return of investment of the Participation Noteholder in real terms after taking into account the relevant exchange rate.

### 3.4.9 AMENDMENTS TO OR WAIVERS OF THE TERMS AND CONDITIONS OF THE NOTES

In the event that the Issuer wishes to amend any of the terms and conditions of the Global Notes it shall call upon the Nominee and Placement Agent to call a meeting of Participation Noteholders in accordance with the provisions of section 12 of Annex 1B to this Base Prospectus. These provisions permit defined majorities to bind all Participation Noteholders, including Participation Noteholders who do not attend and vote at the relevant meeting and Participation Noteholders who vote in a manner contrary to the majority.

### 3.4.10 CHANGES IN LAW

The terms and conditions of the Global Notes and the terms and conditions of the Participation Notes are based on Maltese law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in Maltese law or administrative practice after the date of this Base Prospectus.

## 4. IDENTITY OF DIRECTORS, ADVISERS AND AUDITORS

### 4.1 DIRECTORS OF THE ISSUER

As at the date of this Base Prospectus, the Board of Directors is composed of the following persons:

Name	Designation	Date of Appointment
<b>Robert C. Aquilina</b> ID card number: 841255M	Interim Chairman and Independent Non-Executive Director	14 March 2023
<b>Adrian Muscat</b> ID card number: 166682M	Executive Director	24 January 2022
<b>Mario Camilleri</b> ID card number: 412068M	Independent Non-Executive Director	14 March 2023
<b>Dennis Gravina</b> ID card number: 009860M	Independent Non-Executive Director	14 March 2023

The business address of the Directors is the same as that of the Issuer.

The *curriculum vitae* of each of the Directors is set out in section 8.4 of this Base Prospectus.

### 4.2 COMPANY SECRETARY OF THE ISSUER

The company secretary of the Issuer is Dr. Karen Coppini, holder of Maltese identity card number 091185M. The business address of the company secretary is Coppini Legal 74, Hope Street, Mosta MST 1306, Malta.

### 4.3 RESPONSIBILITY AND AUTHORISATION STATEMENT

The Directors are the persons responsible for the information contained in this Base Prospectus. To the best of the knowledge and belief of the Directors (who have all taken reasonable care to ensure such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

This Base Prospectus has been approved by the Malta Financial Services Authority as the competent authority in Malta for the purposes of the Prospectus Regulation. The Malta Financial Services Authority has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval should not be considered as an endorsement of the Issuer and the Notes (as the subjects of the Base Prospectus).

#### 4.4 CONSENT FOR USE OF BASE PROSPECTUS

The Issuer has given its express written consent to the Nominee and Placement Agent, M.Z. Investment Services Ltd (C 23936) at 63, St Rita Street, Rabat RBT 1523, Malta, for the use of the Base Prospectus by the same Nominee and Placement Agent for the purpose of final placement and, or subsequent resale of the Participation Notes taking place within the period of 60 days from the date of this Base Prospectus, or at a period as detailed in the applicable Final Terms regarding a subsequent Tranche or Tranches of Notes. The Issuer accepts full responsibility for the content of the Base Prospectus also with respect to any subsequent resale or final placement of the Participation Notes by the Nominee and Placement Agent.

The Nominee and Placement Agent will only be permitted to use the Base Prospectus in the Republic of Malta.

There are no other conditions attached to the consent given by the Issuer to the Nominee and Placement Agent which are relevant for the use of the Base Prospectus.

The Nominee and Placement Agent is the only financial intermediary that is permitted to use the Base Prospectus for the purpose of final placement of the Participation Notes. Should there be any new information with respect to the Nominee and Placement Agent, such information shall be made available on its website. Provided that the Participation Notes are deemed to be complex instruments, they may not be distributed to retail clients before at least an Appropriateness Test has been carried out. Particularly, to the extent that the Nominee and Placement Agent provides investment advice in respect of a purchase of the Participation Notes by an Applicant, the Nominee and Placement Agent shall also be required to conduct a Suitability Test in respect of that Applicant and, based on the result of such test, be satisfied that an investment in the Participation Notes may be considered suitable for the Applicant.

**All information on the terms and conditions of the Participation Notes which are offered to any investor by the Nominee and Placement Agent is to be provided by the Nominee and Placement Agent to the investor prior to such investor subscribing to any Participation Notes. Any interested investor has the right to request that the Nominee and Placement Agent provide the investor with all and any information on the Base Prospectus, including the terms and conditions of the Participation Notes.**

The Nominee and Placement Agent using the Base Prospectus in connection with a resale or placement of Participation Notes subsequent to the Offer shall, limitedly for the period of 60 days from the date of the Base Prospectus or at a period detailed in the applicable Final Terms, publish on its website a notice to the effect that it is using the Base Prospectus for such resale and placement in accordance with the consent of the Issuer and the conditions attached thereto. The consent provided herein shall no longer apply following the lapse of such period, as applicable.

Other than as set out above, neither the Issuer, nor the Nominee and Placement Agent, has authorised (nor do they authorise or consent to the use of the Base Prospectus in connection with) the making of any public offer of the Participation Notes by any person in any circumstances. Any such unauthorised offers are not made on behalf of the Issuer or the Nominee and Placement Agent and neither the Issuer nor the Nominee and Placement Agent has any responsibility or liability for the actions of any person making such offers.

If the investor is in doubt as to whether he/she can rely on the Base Prospectus and, or who is responsible for its contents, the investor should obtain legal advice in that regard.

No person has been authorised to give any information or to make any representation not contained in or inconsistent with the Base Prospectus. If given or made, such information and, or representation must not be relied upon as having been authorised by the Issuer or the Nominee and Placement Agent. The Issuer does not accept responsibility for any information not contained in the Base Prospectus.

**Any resale, placement or offering of Participation Notes to an investor by the Nominee and Placement Agent will be made in accordance with any terms and other arrangements in place between such Nominee and Placement Agent and such investor, including as to price, allocations, and settlement arrangements. Where such information is not contained in the Base Prospectus, it will be the responsibility of the Nominee and Placement Agent at the time of such resale, placement or offering to provide the investor with that information, and the Issuer has no responsibility or liability for such information.**

#### 4.5 ADVISERS

The persons listed hereunder have advised and assisted the Directors in the drafting and compilation of the Base Prospectus.

##### **Legal Adviser to the Issuer**

Name: Dr Chris Cilia  
Address: I C Law, Maisonette 1, Triq L-Ghenba, Attard, Malta

##### **Nominee and Placement Agent**

Name: M.Z. Investment Services Limited  
Address: 63, M.Z. House, St. Rita Street, Rabat, RBT 1523

The services of the Issuer's advisers in respect of this Base Prospectus are limited to the specific matters upon which they have been consulted. There may be other matters that would have a bearing on the Issuer or an investment in the Notes upon which the Issuer's advisers have not been consulted. The Issuer's advisers do not undertake to monitor the compliance by the Issuer with its obligations as described in this Base Prospectus, nor do they monitor the Issuer's activities for compliance with applicable laws. Additionally, the Issuer's advisers have relied and continue to rely upon information furnished to them by the Issuer, and its Directors, and have not investigated or verified, nor will they investigate or verify the accuracy and completeness of information set out herein concerning the Issuer, the Issuer's service providers or any other parties involved in the Note Issuance Programme (including all of their respective affiliates, directors, officers, employees and agents). Moreover, the Issuer's advisers accept no responsibility for any description of matters in this Base Prospectus that relate to, and any issues arising from, any applicable law that is not Maltese law.

#### 4.6 STATUTORY AUDITOR OF THE ISSUER

Name: TACS Malta Limited  
Address: 1, Tal-Providenza Mansions, Main Street,  
Balzan BZN 1254, Malta

The Issuer was incorporated on 24 January 2022. The annual statutory financial statements of the Issuer for the period ended 31 December 2022 have been audited by TACS Malta Limited (C 84698). TACS Malta Limited is a registered audit firm with the Accountancy Board of Malta in terms of the Accountancy Profession Act (Cap. 281 of the laws of Malta) with registration number AB/2/17/22.

## 5. INFORMATION ABOUT THE ISSUER

### 5.1 THE ISSUER

#### 5.1.1 HISTORY AND DEVELOPMENT OF THE ISSUER

Full legal and commercial name	Juel Group p.l.c.
Registered address	Avian Hill, Triq I-Ispanjulett c/w Triq il-Gallina, Kappara, San Ġwann, Malta
Place of registration and domicile	Malta
Company registration number	C 101395
Legal Entity Identifier ('LEI')	485100T71HGPIVIF136
Date of registration	24 January 2022
Legal form	The Issuer is lawfully existing and registered as a public limited liability company in terms of the Act.
Telephone number	(+356) 27391085
Email	info@juel.mt
Website	www.juel.mt

Unless it is specifically stated herein that particular information is incorporated by reference into this Base Prospectus, the contents of the Issuer's website or any other website directly or indirectly linked to the Issuer's website, or any other website referred to herein, do not form part of the Base Prospectus. Accordingly, no reliance ought to be made by any investor on any information or other data contained in such website as a basis for a decision to invest in the Participation Notes.

#### 5.1.2 OVERVIEW OF THE ISSUER'S BUSINESS AND PRINCIPAL ACTIVITIES

The Issuer is the holding and finance company of the Group and was incorporated for the purpose of financing its Subsidiaries' respective projects, as and when the case requires. The Issuer does not carry out any trading activities of its own and its revenue is limited to the dividends it receives from its Subsidiaries and Associate Companies and principal and interest due under intra-group loan agreements.

The Issuer was established on 24 January 2022. It acquired the entire issued share capital of Juel Hospitality, Juel Holdings, Muscat Holdings and Muscat Holdings II on 22 December 2022, through a share for share exchange process which enabled the Group's majority shareholder, Adrian Muscat, to consolidate the operations of the Subsidiaries through a holding structure. On 14 April 2023, the Issuer acquired 33.3% of the voting shares in GAP Group Investments II. GAP Group Investments II is the 99.99% shareholder of the GAP Group, a group of companies which operates in the industry of property development. GAP Group p.l.c., the parent company of the GAP Group, has debt instruments admitted to listing on the Official List of the MSE.

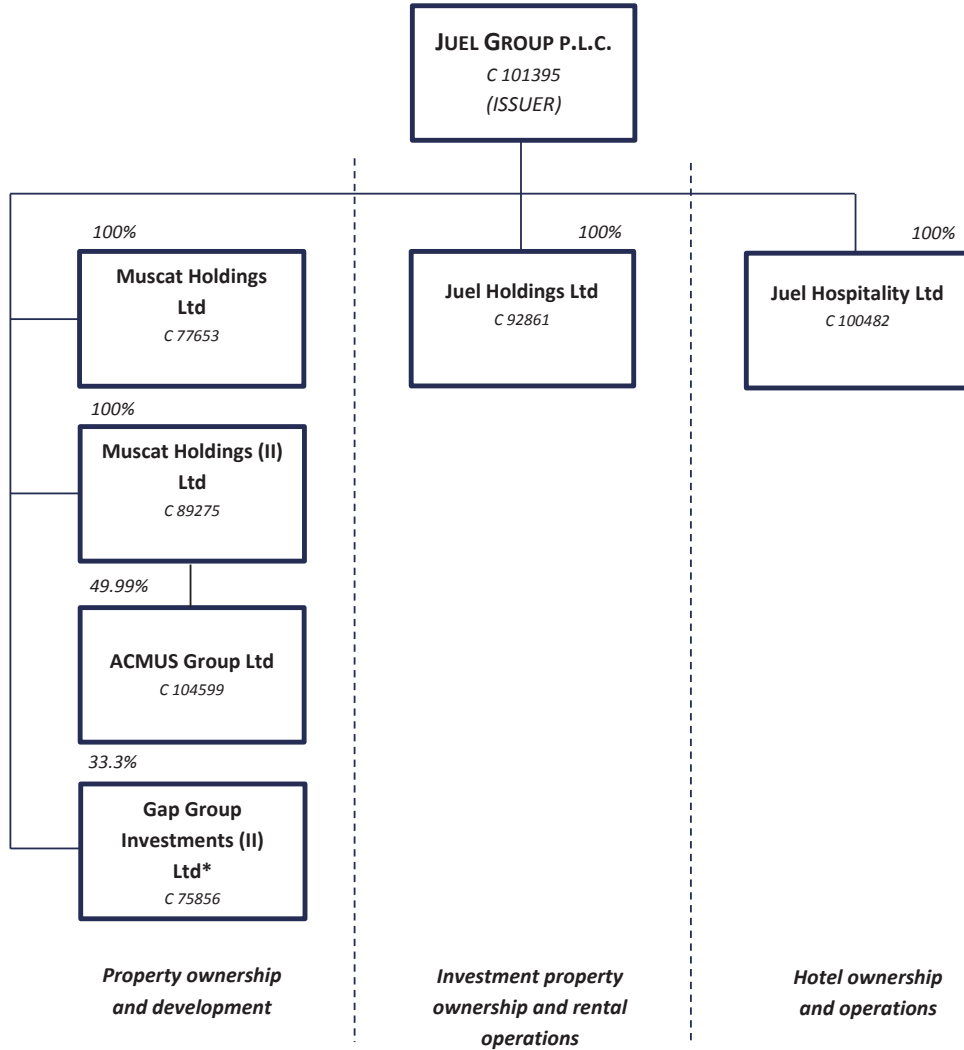
The principal business objectives of the Group are: (i) to hold investment property for rental; (ii) to acquire new sites for residential properties for resale; (iii) to develop and construct properties acquired; and (iv) to operate the Hotel.

In June 2023, the Issuer issued the Secured Bonds which are listed and traded on the Malta Stock Exchange. The net proceeds thereof have been advanced to Juel Hospitality for the purposes of financing the acquisition of the Hotel Site and developing thereon the Hotel.

The Issuer may, from time-to-time, advance funds to its Subsidiaries for their operating requirements, as the case so requires. In view of the principal activity of the Issuer as the holding and finance company of the Group, it is economically dependent on the operational results, the financial position, and the financial performance of its Subsidiaries and Associate Companies.

## 5.2 ORGANISATIONAL STRUCTURE OF THE GROUP

The Issuer was incorporated on 24 January 2022 and is the holding and finance company of the Group. It holds 100% of the shareholding in its Subsidiaries. The organisational structure of the Group as at the date of this Base Prospectus is illustrated in the diagram hereunder:



\*33.33% of Ordinary A shares carrying voting rights and the right to receive dividends.

A brief overview of the activities of the Subsidiaries is set out below:

- i. **Muscat Holdings II** operates in the property development sector. Since its incorporation, Muscat Holdings II has completed or is in the process of completing the following projects:
  - On 12 July 2019, Muscat Holdings II acquired a plot of land in Imgarr, Malta over which the Imgarr Development was completed (see section 6.1.1.1 of this Base Prospectus).
  - On 30 August 2019, Muscat Holdings II acquired a plot of land in Naxxar, Malta, over which the Naxxar Development was completed (see section 6.1.1.2 of this Base Prospectus).
  - On 25 February 2022, Muscat Holdings II acquired a plot of land in Marsascala, Malta over which the Marsascala Development I has been developed and is practically in a complete state as at the date of this Base Prospectus (see section 6.1.2.1 of this Base Prospectus).

- On 17 November 2022 Muscat Holdings II acquired three adjacent properties in Marsascula, Malta over which the Marsascula Development II is being developed (see section 6.1.2.2 of this Base Prospectus).

Muscat Holdings II holds a 49.99% shareholding in ACMUS Group Limited (a joint venture with The Ona Property Development Ltd (C 82490) which also holds 49.99%) established on 16 February 2023. The principal object of ACMUS Group Limited is to seek property development opportunities through further investment therein by Muscat Holdings II and The Ona Property Development Ltd, together with external financing. Further information on the property development projects identified by ACMUS Group Limited is set out in sections 6.1.2.3, 6.1.2.4 and 6.1.3 of this Base Prospectus.

ii. **Muscat Holdings** operates in the property development and property rental sectors. Since its incorporation, Muscat Holdings has undertaken a number of property development projects as follows:

- On 2 February 2017, Muscat Holdings acquired a site in St. Julian's, Malta, over which the St. Julian's Development I was completed (see section 6.1.1.6 of this Base Prospectus).
- On 28 November 2017 and 27 February 2019, Muscat Holdings acquired three sites in Birkirkara, Malta, over which the Birkirkara Development was completed (see section 6.1.1.4 of this Base Prospectus).
- On 13 June 2019 Muscat Holdings acquired a site in Kappara, Malta, over which the Kappara Development was completed (see section 6.1.1.5 of this Base Prospectus).

As part of its property rental activities, Block A of the Birkirkara Development was leased by Muscat Holdings to Juel Holdings for a two-year term, ending on 31 May 2024. The units forming part of the Kappara Development are also leased to Juel Holdings for a two-year term ending on 31 May 2024. Juel Holdings sub-lets, on a short-term basis, the units forming part of the Kappara Development under the brand name "StayMela". It is the intention to renew the aforementioned lease agreements for a further two-year term under the same terms and conditions.

iii. **Juel Holdings** operates in the property development and property rental sectors. As part of its property development activities, Juel Holdings acquired a site in Triq L-Ahwa, Luqa, Malta over which the Luqa Development was completed. The units forming part of the Luqa Development are held by the Group for resale and for lease to third parties. Further information on the Luqa Development is detailed in section 6.1.1.3 of this Base Prospectus. As part of its property rental activities, Juel Holdings leases to third parties, on a short-term and long-term basis, 34 residential units: 14 residential units within the Birkirkara Development, ten units within the Kappara Development and ten units within the Luqa Development.

iv. **Juel Hospitality** was incorporated with the purpose of owning and managing the Hotel, which is in the process of being constructed, developed, and completed by third party contractors engaged for that purpose. The Hotel will be operated by Juel Hospitality under the "HYATT CENTRIC" brand in accordance with the terms of the Franchise Agreements. Further information on the purchase, construction and management of the Hotel is set out in sections 6.3 to 6.7 of this Base Prospectus.

## 6. THE PROJECTS

### 6.1 PROPERTY DEVELOPMENT

The operations of the Group in the property development sector are focused on small to medium-sized projects. Such projects predominantly consist of residential units for resale or letting purposes. However, a number of developments also contain commercial units. Juel Holdings, Muscat Holdings and Muscat Holdings II are the Subsidiaries which are involved in the property development segment of the Group. Each of these companies engage third parties for the purposes of carrying out development, construction and finishing works on their respective developments.

The acquisition, construction and finishing costs attributable to such projects have been primarily financed through bank financing and accumulated reserves from the sale of units / garages / car spaces. Through its Subsidiaries and, or joint venture entity ACMUS Group Ltd, the Group intends to acquire more sites across Malta for the subsequent development thereof. The Group plans to finance such future projects through bank financing and the reinvestment of funds received on the sale or lease of units / garages / car spaces forming part of the various properties owned by the Group.

The property development companies forming part of the Group have acquired sites in various localities around Malta, including St. Julian's, Kappara, Birkirkara, Imġarr, Naxxar, Luqa and Marsascula. The Group has recently completed and launched on the market the units forming part of Marsascula Development I (refer to section 6.1.2.1 below) and is in the process of completing the Marsascula Development II (refer to section 6.1.2.2 below). Through ACMUS Group Limited, a site in Imġarr has been acquired and development works have commenced (refer to section 6.1.2.3 below), while a site in St. Julians has been acquired for development purposes (refer to section 6.1.2.4 below). It will continue to identify new sites in various localities in Malta for small to medium-sized property development projects.

The property development projects of the Group are primarily financed by bank financing and secured by hypothecs over the immovable property in the process of being developed or developed, in favour of the banks funding the property development projects.

## 6.1.1 COMPLETED PROPERTY DEVELOPMENTS

The following property developments have been completed by the Group:

### 6.1.1.1 *The Imgarr Development*

On 12 July 2019, Muscat Holdings II acquired a plot of land located on Triq Sant Pietru in Imgarr, Malta, with a superficial area of 537 square metres on which it subsequently developed the Imgarr Development. The construction and development of the Imgarr Development commenced in Q4 2019 and was completed in Q2 2021.

The Imgarr Development consists of one block of apartments of 14 residential units spread over three floors and a receded floor level, and 15 garages. The residential units and garages forming part of the Imgarr Development, were placed on the market in Q3 2020 and were primarily targeted at first-time buyers.

All the residential units and garages forming part of the Imgarr Development have been sold. The aggregate net sales revenue from the sale of the units and garages forming part of the block was €5 million. The Imgarr Development was covered by a full development permit having permit number PA09062/18 and was financed through bank financing and accumulated reserves.

### 6.1.1.2 *The Naxxar Development*

On 30 August 2019, Muscat Holdings II acquired two plots of land, each accessible from Triq I-Abate and Triq Francis Attard in Naxxar, Malta, with a collective superficial area of 565 square metres, on which it subsequently developed the Naxxar Development. The construction and development of the Naxxar Development commenced in Q1 2020 and was completed in Q2 2021.

The Naxxar Development consists of one block of apartments of ten residential units and 12 garages. The residential units and garages forming part of the Naxxar Development, were placed on the market in Q3 2020 and were primarily targeted at first-time buyers.

All the residential units and garages forming part of the Naxxar Development have been sold. The aggregate net sales revenue from the sale of the units and garages forming part of the Naxxar Development was €4.1 million. The Naxxar Development was covered by a full development permit having permit number PA/08482/18 and was financed through bank financing and accumulated reserves.

### 6.1.1.3 *The Luqa Development*

On 10 January 2020, Juel Holdings acquired a site located on Triq I-Ahwa Vassallo in Luqa, Malta, with a superficial area of approximately 292 square metres over which it subsequently developed the Luqa Development. A portion of the site in Luqa was acquired jointly with Plan Developments Limited (C 89550). The construction and development of the Luqa Development commenced in Q1 2020 and was completed in Q1 2021.

The Luqa Development consists of two blocks of apartments. The first block of apartments was developed over the part of the site in Luqa which was jointly acquired with Plan Developments Limited (C 89550) and consists of nine residential units and ten garages / car spaces. Other than one apartment, all the residential units and garages / car spaces forming part of this block have been sold.

The second block within the Luqa Development is solely owned by Juel Holdings and consists of ten residential units and ten underlying garages. Juel Holdings leases the second block of apartments (with the exception of a small number of garages) to a third party. The aggregate net sales revenue from the sale of the units and garages forming part of the block was €752,000. The Luqa Development was covered by a full development permit having permit number PA/08482/18 and was financed through bank financing and accumulated reserves.

### 6.1.1.4 *The Birkirkara Development*

On 28 November 2017, Muscat Holdings acquired two sites located in Birkirkara over which it subsequently developed the Birkirkara Development: one site on Triq I-Istazzjon c/w Triq Id-Dar tal-Kleru c/w, Triq Hal Qormi in Birkirkara, Malta, with a superficial area of approximately 692 square metres; and another site located on Triq id-Dar tal-Kleru, with a superficial area of approximately 495 square metres. On 27 February 2019, it acquired another site located in Triq L-Istazzjon, Birkirkara, Malta with a superficial area of approximately 163 square metres. The three sites were acquired for the purposes of the development of the Birkirkara Development over the said sites. The construction and development of the Birkirkara Development commenced in Q3 2018 by Muscat Holdings and was completed in Q1 2020.

The Birkirkara Development consists of three blocks of residential units and underlying garages / car spaces. One block within the development consists of 14 residential units and nine garages / car spaces. Another block consists of 13 residential units and nine garages / car spaces and a final, third block consists of nine residential units and eight garages. The 13 residential units and nine garages / car spaces forming part of the first block (Block A) were sold between 2020 and 2021, save for one garage. The Group has reserved the second block of apartments for a third party as settlement of an existing liability. The third block of apartments forming part of the Birkirkara Development consisting of 14 residential units and nine garages / car spaces is leased by Muscat Holdings to Juel Holdings to be used exclusively for letting operational purposes by Juel Holdings.



The aggregate net sales revenue from the sale of the units and garages / car spaces forming part of the first block (Block A) of the Birkirkara Development was €2.9 million. The Birkirkara Development was covered by a full development permit having permit number PA/08596/18 and was financed through bank financing and accumulated reserves.

#### **6.1.1.5 The Kappara Development**

On 13 June 2019, Muscat Holdings acquired a site located on Triq I-Ispanjulett c/w, Triq il-Gallina, in Kappara, San Ġwann, Malta with a superficial area of approximately 1,195 square metres over which it subsequently developed the Kappara Development. Construction works commenced in Q3 2019 and the development was fully completed in Q3 2020.

The Kappara Development comprises ten residential units spread over five floors, one commercial outlet at street level and three underlying garages at basement level. The individual units, including both the residential units and the commercial outlet, were constructed, and finished by third party contractors.

The entire Kappara Development was leased by Muscat Holdings to Juel Holdings to be used exclusively for letting purposes by Juel Holdings. At present, the commercial outlet is being used as an office by the Group.

The development was covered by a full development permit having permit number PA/09721/18 and was financed through bank financing and accumulated reserves.

#### **6.1.1.6 The St. Julian's Development I**

On 7 February 2017, Muscat Holdings acquired a site located in the limits of St. Julian's, Malta, bounded on the southwest by Triq Ġiuseppi Xerri and on the east with Triq Zammit Clapp and having a superficial area of 840 square metres, over which the St. Julian's Development I was developed. Construction works commenced in Q3 2017 and the development was fully completed in Q1 2019.

The St. Julian's Development I was the first project undertaken by Muscat Holdings and consisted of three blocks of a total of 31 residential units and 23 underlying garages. All the residential units and garages forming part of the St. Julian's Development I have been sold. The aggregate net sales revenue from the sale of units and garages forming part of the St. Julian's Development I was €8.4 million.

The development was covered by a full development permit having permit number PA/03945/15 and was financed through bank financing and accumulated reserves.

### **6.1.2 PROPERTY DEVELOPMENTS UNDER CONSTRUCTION**

#### **6.1.2.1 The Marsascala Development I**

On 25 February 2022, Muscat Holdings II acquired a plot of land located on Triq il-Bahhara c/w Triq il-Gandoffli in Marsascala, Malta, having a superficial area of approximately 1,022 square metres, for the purposes of developing the Marsascala Development I over the said land. Development on the Marsascala Development I commenced in Q3 2022 and is to date almost in a complete state.

The Marsascala Development I comprises a total of 28 residential units, which include six maisonettes, one commercial outlet and 35 lock-up garages. The 28 residential units comprise a mix of two bedroomed and three bedroomed units. The six maisonettes shall be located at ground floor level whilst the remaining 22 residential units are spread over four floors within three blocks and with the 35 lock-up garages located at basement levels. The commercial outlet consists of a Class 4A office. In November 2023, the Group placed the residential units, garages and the commercial outlet on the market, and has since concluded promise of sale agreements for 4 residential units and 3 garages. The units / garages are targeted at the first-time buyers' segment of the market.

The expected aggregate gross sales revenue from the sale of units and garages forming part of the Marsascala Development I is €7.8 million. The Marsascala Development I is covered by a full development permit having permit number PA/03522/21. The total cost for the construction and finishing of the Marsascala Development I amounted to *circa* €3.4 million (excluding land cost) and was financed through bank financing and accumulated reserves.

#### **6.1.2.2 The Marsascala Development II**

On 17 November 2022, Muscat Holdings II acquired three adjacent properties located on Triq il-Fut in Marsascala, Malta, for the purposes of the development of the Marsascala Development II. The Marsascala Development II is being built across the said sites comprising a total superficial area of approximately 540 square metres. Development works on the Marsascala Development II commenced in February 2023 and are expected to be completed by Q2 2024.

On completion, the Marsascala Development II shall consist of a total of 25 residential units and 18 lock-up garages. The Marsascala Development II is covered by a full development permit having permit number PA/00876/22. On completion, the 25 residential units shall include three maisonettes at ground floor level whilst the remaining 22 apartments shall be spread over five floors and with the 18 lock-up garages at the lower and upper basement levels. The units / garages shall be targeted at the first-time buyers' segment of the market.



The Group plans to place the residential units, garages, and the commercial outlet on the market by Q1 2024. The expected aggregate gross sales revenue from the sale of units and garages forming part of the Marsascala Development II is €6.4 million. The total cost for the construction and finishing of the Marsascala Development II is expected to be in the region of €2.4 million (excluding land cost) and is being financed through bank financing, net proceeds of the Global Note and accumulated reserves.

#### **6.1.2.3 The Imġarr Development II**

On 6 July 2023, ACMUS Group Limited acquired two adjacent properties in Triq Sir Harry Luke, Imġarr, Malta, which comprise a total superficial area of 280 square metres. The site is currently being redeveloped, in accordance with Planning Authority permit PA/05846/22, into six three-bedroomed apartments, a three-bedroomed penthouse and an office over five floors, with eight lock-up garages split equally over the ground and basement levels. The street level garages are divided into two one-car garages, a two-car garage, and a three-car garage.

The expected aggregate net sales revenue from the sale of the units and garages forming part of this property development project is expected to be in the region of €3.6 million. The total cost of this development, including acquisition, construction and finishing costs but excluding financing costs shall be approximately €2.5 million. ACMUS Group Limited is financing such costs through bank financing and shareholders' loans. Full development works are estimated to be completed in Q3 2024.

#### **6.1.2.4 The St. Julian's Development II**

On 5 December 2023, ACMUS Group Limited acquired a property situated in Triq Ivo Muscat Azzopardi (previously Garden Street), St. Julian's, Malta, which comprises a total superficial area of 1,634 square metres. In accordance with Planning Authority permit PA/08658/18, the site will be redeveloped into twenty-four residential units and forty-five garages.

The expected aggregate net sales revenue from the sale of the units and garages forming part of this property development project is expected to be in the region of €19.6 million. The total cost of this development, including acquisition, construction and finishing costs but excluding financing costs shall be approximately €13.6 million. ACMUS Group Limited is financing such costs through bank financing and net proceeds of the Global Note. Full development works are estimated to be completed in Q2 2026.

### **6.1.3 NEW IDENTIFIED PROPERTY DEVELOPMENT PROJECTS**

The business strategy of the Group is to identify small to medium-sized property development projects in different localities in Malta. As at the date of this Base Prospectus, the Group is committed to the following property development projects:

#### **6.1.3.1 Proposed development in Imġarr**

On 6 July 2022, Adrian Muscat entered into a promise of sale agreement to acquire two adjacent properties in Triq San Pawl, Imġarr, Malta, which comprise a total superficial area of 265 square metres. Adrian Muscat intends to assign and transfer his rights under the aforementioned agreement to ACMUS Group Limited. The site over which the said properties are built has been earmarked to be redeveloped into a three-bedroom maisonette, six two-bedroom apartments, a two-bedroom penthouse and a one-bedroom penthouse over four floors, with six one-car garages and a three-car garage below street level.

The expected aggregate net sales revenue from the sale of the units and garages forming part of this property development project is expected to be in the region of €3.1 million. As at the date of this Base Prospectus, the Group has submitted a planning application having application number PA/06743/22 covering the proposed development which is pending approval. The total cost of this development including acquisition, construction and finishing costs but excluding financing costs shall be approximately €2.3 million. ACMUS Group Limited intends to finance such costs through bank financing and shareholders' loans. Since the proposed property development is at application stage and is pending approval from the Planning Authority, the Group is not in a position to estimate when construction of the proposed development of the site will commence.

#### **6.1.3.2 Proposed development in Mosta**

On 8 August 2022, Adrian Muscat entered into a promise of sale agreement to acquire a property in Triq il-Qares, Mosta, Malta, which comprise a total superficial area of 320 square metres. Adrian Muscat intends to assign and transfer his rights under the aforementioned agreement to ACMUS Group Limited. The site over which the said properties are built has been earmarked to be redeveloped into seven residential units and seven garages.

The expected aggregate net sales revenue from the sale of the units and garages forming part of this property development project is expected to be in the region of €2.7 million. As at the date of this Base Prospectus, the Group has submitted a planning application having application number PA/07260/22 covering the proposed development which is pending approval. The total cost of this development including acquisition, construction and finishing costs but excluding financing costs shall be approximately €2.0 million. ACMUS Group Limited intends to finance such costs through bank financing and shareholders' loans. Since the proposed property development is at application stage and is pending approval from the Planning Authority, the Group is not in a position to estimate when construction of the proposed development of the site will commence.

### 6.1.3.3 Other proposed developments

During 2023, ACMUS Group Limited entered into promise of sale agreements to acquire the properties hereunder, each of which is subject to planning permits and financing arrangements.

Location	Planning Authority Tracking Number	Promise of Sale Agreement Expiry Date	Purchase Price €
69 Żinja, Triq iż-Żebbuġa, St. Julian's	TRK/00280642	15 December 2024	1,230,000
122, Qalb ta' Ġesu, Triq Patri Ġuzepp Delia, Siġġiewi	TRK/00277946	31 January 2026	900,000
24, 52, 54, 56, Triq Isouard and 41, Franco, 43, Rosanna, Triq Toni Bajjada, St. Paul's Bay	TRK/00279166	15 February 2025	5,000,000
Undeveloped site in Triq L-Aħdar, Marsascala	TRK/00279773	15 December 2024	1,900,000
10, St Jude House and 12, Joanna House, Triq Sammy Bartolo, Mellieħa	TRK/00279317	15 June 2025	2,000,000

## 6.2 RENTAL ACTIVITIES

In addition to its activities in the property development sector, the Group also retains a number of commercial and residential units located across Malta for rental purposes, both on a short-term and a long-term basis. The Group's rental activities are carried out through Juel Holdings. The short-let segment of the Group is operated under the brand "StayMela". The residential units available for rent under the "StayMela" brand are primarily targeted at tourists visiting Malta on a short-term basis which seek a more affordable alternative to hotels.

Juel Holdings, through the brand "StayMela", offers 34 self-serviced rental apartments in the localities of Kappara, Birkirkara (both of which are central towns in Malta) and Luqa (located in the South close to the Malta International Airport). Each apartment is equipped with a fully fitted kitchen. The finishing works for the residential units and common parts within each block have been completed to a high standard and each unit boasts of a modern interior with contemporary furniture and are equipped with all the amenities necessary to ensure the comfort of their visitors. Such amenities include, WiFi, flat screen televisions, bedroom and bathroom linen, air-conditioning, washing machine and dryer, ironing facilities, amongst others. Guests may also utilise indoor parking facilities in each building at a minimal daily fee. The brand operates an online reservation system through its website at <https://www.staymela.com/> albeit units may also be reserved through other online platforms.

The short-let operation of the Group under the "StayMela" brand achieved an average occupancy of 79% in 2023 compared to 83% in 2022. The Group attributes the success of its operations under the "StayMela" brand to its pricing strategy, high quality services and the comfort and convenience of the residential units. The aggregate net revenue of the activities of "StayMela" in the property rental sector for 2023 amounted to *circa* €696,000 after tax (2022: €600,000).

## 6.3 THE HOTEL

The Group intends to extend its operations to the local hospitality sector through Juel Hospitality's ownership and management of the Hotel.

The Hotel is in the process of being constructed and developed over the Hotel Site, which was acquired by the Group in the year 2022 for the consideration of €18.5 million. The Hotel Site has a combined superficial area of 996 square metres.

Juel Hospitality, as the owner of the Hotel Site, has engaged the services of third-party contractors for the construction and development of the Hotel. Once developed and finished, the Hotel shall be licensed as a Class 3B hotel and will form part of the "HYATT CENTRIC" brand of hotels. The Hotel shall feature 187 hotel rooms, spread over nine floors, of which 27 rooms are interconnected, a spa, pool facilities (indoor and outdoor), a restaurant and other entertainment facilities.

The hospitality sector is one of the main pillars of the local economy and the tourism industry contributes substantially to the Maltese economy. Given the success and reputation of the "HYATT CENTRIC" brand, management believes that the Hotel, once constructed, shall be a strong contender in the local hospitality market. Moreover, the location of the Hotel is largely popular with tourists given the availability of restaurants, beaches, and nightlife in close proximity to the Hotel. The Hotel is set to open its doors and commence operations in Q4 2024.

Juel Hospitality was granted the non-exclusive right and obligation to use the Hyatt Centric brand, proprietary marks, and systems for the operation of the Hotel under the trade name "Hyatt Centric Malta" and associated proprietary marks. The Hyatt Centric brand forms part of the "Hyatt" collection of hotel brands. Whilst the Hotel shall not be the first "Hyatt" branded hotel in Malta, the Hotel shall be the first hotel in Malta to operate under the "HYATT CENTRIC" brand. The "HYATT CENTRIC" brand seeks to provide guests with a distinct experience from that provided by other "Hyatt" hotels albeit with the same high-quality standards attributable to all "Hyatt" brands. The "HYATT CENTRIC" brand was introduced in 2015 with the aim of providing a more simplistic and tailored approach aimed at business and leisure travellers, through the operation of various hotels in some of the world's most popular cities, including Montreal, Hong Kong, Dublin, New Delhi, Madrid, and New York.

The “HYATT CENTRIC” brand seeks to target modern explorers who want a full-service hotel with minimum fuss which provides the necessary comforts in a less formalistic and uncomplicated manner. Emphasis is placed on the location and accessibility of the hotels forming part of the “HYATT CENTRIC” brand with each brand hotel being centrally located in the most popular cities and capital cities across the world. “HYATT CENTRIC” brand hotels are characterised by fun and eclectic interior design which focuses on the uniqueness and characteristic features of a hotel’s location. Whilst the same level of standards exists throughout all hotels under the “HYATT CENTRIC” brand, through its choice of services, design and amenities, each hotel seeks to provide its guests with an experience which is characteristic of a hotel’s location ensuring a more immersive and customised holiday experience.

#### **6.4 PERMITS**

The Hotel Site shall be developed into a “hotel” as defined in the Malta Travel and Tourism Services Act (Cap. 409 of the laws of Malta). As at the date of this Base Prospectus, full development permits with permit PA/7099/21 have been granted for the demolition of the existing structures, the excavation of the site and the construction of four levels below road level and ten floors above road level. The drawings approved in accordance with PA/7099/21 cover 187 hotel rooms, spread over nine floors, of which 27 rooms are interconnected. Seven hotel rooms shall consist of twin interconnected rooms.

The Group has submitted a planning application to the Planning Authority (Planning Application PA/05240/23) where it is proposing to reconfigure the Hotel’s internal room layout and construct an additional floor, whilst retaining the same number of hotel rooms. The Group’s investment in the Hotel’s mechanical and electrical services is intended to achieve a green hotel rating in terms of energy efficiency.

The demolition of the villas constructed on the Hotel Site and excavation works commenced in Q4 2022. The construction, finishing and furnishing of the Hotel is expected to be completed by Q3 2024, following which the Hotel would (subject to and in accordance with, the terms of the Franchise Agreements) open its doors to the public. The revised costs for the overall construction and finishing expenditure of the Hotel, including the proposed changes in terms of the above-mentioned planning application, are expected to be in the region of €27.5 million.

Juel Hospitality has engaged local construction companies to carry out the development works and a number of building service providers for the purpose of finishing and furnishing the Hotel. It shall continue to engage other building service providers and in some cases source materials directly from suppliers to enable it to proceed with the execution of the entire hotel project.

The development, finishing and furnishing costs of the Hotel shall be financed through a mix of bond proceeds of the Bond Issue, a loan of €2 million granted by the Franchisor to the Franchisee, bank financing and net proceeds of the Global Note. The Issuer has on-lent the net bond proceeds it received from the Bond Issue (amounting to approximately €13,616,700) to Juel Hospitality for the purposes of part funding the construction, development and finishing costs.

The construction, development and finishing costs will also be financed through a loan granted by the Franchisor. On 17 March 2022, the Franchisor (in its capacity as lender), Juel Hospitality (in its capacity as borrower) and the Issuer (in its capacity as guarantor) entered into loan agreement pursuant to which the Franchisor granted a loan facility in the amount of €2 million which may be utilised from the opening of the Hotel until the eighth anniversary thereof.

An amount of *circa* €2.2 million from net proceeds of the Global Note shall be used to part-finance additional expenditure in relation to the Hotel development, including: (a) the development of an additional floor; and (b) variations to the configuration of other floors in consequence of the aforementioned additional floor;

The Hotel is expected to generate gross operating profit per available room (GOPAR) of €22,000 as from financial year 2027.

#### **6.5 LICENSES**

The Hotel shall be constructed as a Class 3B hotel in terms of the Development Planning (Use Classes) Regulations (Subsidiary Legislation 552.15). Once the Hotel is completed, the Group shall apply to obtain a license to operate the Hotel as a hotel in terms of the Malta Travel and Tourism Services Act (Cap. 409 of the laws of Malta).

#### **6.6 THE FRANCHISE AGREEMENTS**

By virtue of the Franchise Agreements, Juel Hospitality was granted the right and obligation to utilise the “HYATT CENTRIC” brand and systems in the development and operation of the Hotel in accordance with the Franchise Agreements. This entitles Juel Hospitality to benefit from the authorised use of the proprietary marks and reputation of the brand and regulates the manner in which the Hotel services are provided to its guests and other customers to ensure that the Hotel meets the quality and standards of a “HYATT CENTRIC” brand hotel. Juel Hospitality as owner and operator of the Hotel, must develop and operate the Hotel within the parameters of the Franchise Agreements.

The term of the Hotel franchise pursuant to the Franchise Agreements is for a period of 25 years from the opening of the Hotel and may be further extended for up to two successive periods of five years each upon mutual agreement of Juel Hospitality and the Franchisor. In consideration for Juel Hospitality’s right to benefit from the Franchisor’s brand and systems, Juel Hospitality must pay annual franchisee fees calculated on the gross revenue attributable to the sale of hotel rooms and gross revenue attributable to or payable for food and beverage operations of the Hotel. The Franchise Agreements cater for certain restrictions and requirements on the design, finish, and operation of the Hotel throughout the term of the Franchise Agreements. The Franchisor has the right to terminate the Franchise Agreements in certain circumstances, including where the Franchisee fails to meet quality standards or other requirements set out in the Franchise Agreements.

In order to ensure that Juel Hospitality's use and operation of the Hotel complies with the terms of the Franchise Agreements, the Franchise Agreements oblige Juel Hospitality to provide the Franchisor with routine information on the operations of the Hotel. Such reporting requirements also extend to matters concerning the ownership and control of Juel Hospitality and the Group as a whole.

## 6.7 MANAGEMENT OF THE HOTEL

Once the Hotel is open to the public, the Hotel shall be operated by Juel Hospitality through an internal management team. For this purpose, Juel Hospitality shall employ skilled and experienced personnel with the necessary qualifications to perform their respective functions and responsibilities. Whilst the operation of the Hotel necessitates the employment of a variety of persons in different roles, the Hotel shall adopt a management structure which allows for the integration of personnel, in a manner which maximizes efficiency.

The management of the Hotel shall be led by a core management team headed by a general manager approved by the Franchisor. Given that the construction and finishing works of the Hotel shall not be completed before Q3 2024, Juel Hospitality has not yet employed a general manager as well as other members of its core management team.

## 7. FUNDING STRUCTURE AND SOLVENCY

There are no recent events particular to the Issuer which are to a material extent relevant to an evaluation of their respective solvency. Other than as disclosed in this section 7 and section 5.1.2 above, the Directors are not aware of any material change in the Issuer's and Group's borrowing and funding structure since the end of the last financial year ended 31 December 2022.

The Directors expect the Issuer's and the group's working capital and funding requirements to be met by a combination of the following sources of finance: (i) retained earnings and cash flow generated by the Group's operations; (ii) external bank credit and loan facilities; (iii) the Secured Bonds; and (iv) the proceeds from the Note Issuance Programme.

## 8. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

### 8.1 THE BOARD OF DIRECTORS

The Board of Directors consists of four Directors who are entrusted with the overall direction, administration, and management of the Group and which currently consists of one executive Director and three independent non-executive Directors.

As at the date of this Base Prospectus, the Board of Directors is constituted of the names which appear under section 4.1 of this Base Prospectus.

### 8.2 EXECUTIVE DIRECTOR

Adrian Muscat is the executive Director of the Issuer.

The executive Director of the Issuer is entrusted with the day-to-day management of the Group. The executive Director is supported in this role by several consultants and key management, and benefits from the know-how gained by members and officers of the Group.

### 8.3 NON-EXECUTIVE DIRECTORS

The non-executive Directors' main functions are to monitor the operations and performance of the executive Director, as well as to review any proposals tabled by the executive Director, bringing to the Board the added value of independent judgment.

The non-executive Directors are Mario Camilleri, Robert C. Aquilina and Dennis Gravina.

### 8.4 CURRICULA VITAE OF THE DIRECTORS

**Mr. Robert C. Aquilina** (Interim Chairman and Independent Non-Executive Director)

Robert C. Aquilina joined his family business, Salvo Grima Group in 1973, a business which was established in 1860. He was subsequently appointed as managing director in 1988 and eventually chairman and CEO of the group in 2003. During his tenure, Robert C. Aquilina was instrumental in expanding the group's business from ship suppliers to multiple business activities, including freight forwarding, freeport warehousing, travel retail outlets in Malta and Palma De Mallorca, as well as an FMCG (fast-moving consumer goods) distribution company in the Netherlands. In April 2016, he relinquished his position as CEO of the group and became a non-executive chairman of the Salvo Grima Group Limited (C 2635), in line with the family charter.

Robert C. Aquilina has previously served at public level as chairman of the Malta Shipyards (leading to its privatisation) as well as a director of Enemalta Corporation and the Malta Resources Authority. He has also served as a director at Nordic Offshore Services A/S Denmark (NOS), Valletta Cruise Port p.l.c. (C 26269) and MelitaUnipol Insurance Agency Limited (C 22256).

Robert C. Aquilina has been a member of the Malta Chamber of Commerce since 1983, a council member (for ten years) and senior vice president (for five years) at the International Marine Purchasing Association (IMPA) as well as a founding member of the Airport Tax Free Association and Duty-Free Port Shops Association, Malta.

Robert C. Aquilina is licensed by the MFSA to provide directorship services and sits on the board of directors of a number of Maltese companies including companies regulated by the MFSA and companies having issued debt securities to the public. Robert C. Aquilina acts as chairman of the board of directors of a licensed financial institution and is a member of its compliance / remuneration committee.

**Mr. Adrian Muscat** (Executive Director)

Adrian Muscat began his career as a property consultant before moving on to project management. As a founding member and director of Gap Holdings Limited (C 27803), Adrian Muscat has led the project team responsible for on-site management of the projects undertaken by Gap Group since 2001. During the past 23 years, he has been involved in several property development projects relating to the development of residential units in Malta and Gozo. Adrian Muscat is the son of the late George Muscat, and the estate of George Muscat is the ultimate beneficial owner of 50% of the Bay Street Group. He himself is an indirect minority shareholder of the Bay Street Group. As such, Adrian Muscat regularly attends executive team meetings of the be.Hotel and the Hyatt Regency Malta for the purposes of reviewing the operational performance of both properties and determining the development strategy thereof. Adrian is a director and the sole ultimate beneficial holder of the Issuer.

**Mr. Mario Camilleri** (Independent Non-Executive Director)

Mario Camilleri commenced his professional life at Bank of Valletta where he progressed from retail banking to international trade finance to corporate banking and finance. Following his 20-year banking career, Mario moved to a leadership role in the private sector where he eventually served as chief executive officer of the Bigbon Group of Companies, one of Malta's leading Group of companies having interests in the retail, hospitality, and property sectors. During his 15-year tenure in this role Mario served as director and member of various committees of the Group's entities.

Mario Camilleri is currently a licensed Company Services Provider. He holds several board and committee appointments with public and private companies operating in the retail, real estate, commercial property, land-based gaming, hotel and leisure, and contracting sectors.

Given his banking and private sector experience, Mario Camilleri specialises in the planning and raising of finance to support restructuring plans and growth strategies, as well as overseeing the implementation of business plans. Throughout the years he has been involved in corporate re-organisations, management buyouts, business mergers, acquisitions and transfers, capital markets listings and the preparation thereof, revision of corporate governance systems, and strategic planning.

Mario Camilleri has a degree in financial services from the London Institute of Banking and Finance. Between 2000 and 2006, Mario was a visiting lecturer at the Maltese branch of the Institute of Financial Services, where he lectured in marketing, sales, and customer service.

**Mr. Dennis Gravina** (Independent Non-Executive Director)

Dennis Gravina joined Mid-Med Bank Limited in Malta in 1977, which bank became HSBC Bank Malta plc (C 3177) in 1999. Dennis Gravina has occupied several positions during his 43 year-long career at HSBC Bank Malta plc (C 3177). This came to an end in January 2020 when he occupied the role of head wholesale credit risk and was responsible for the bank's commercial lending decisions. He also set up one of the bank's commercial centres with the objective of the bank providing a more efficient service to the commercial customers. He was also one of the main contributors of the establishment of the corporate branch of the bank through which specialised services and personal attention are provided to established borrowers of the bank. For a number of years, he also managed the bank's lending services department intended at re-directing relationships requiring special attention; the recoveries section as well as the litigation department.

Dennis Gravina joined Attard Bros Group as credit control executive assisting also in the drafting of contracts of supply and is responsible in driving any legal cases.

## 8.5 CURRICULUM VITAE OF THE COMPANY SECRETARY

**Dr. Karen Coppini** is a warranted advocate in Malta, specialising in corporate and commercial law, with a focus on IT law. She practiced at a local law firm for a number of years, where she was eventually responsible for the commercial law (maritime and aviation) department. Dr. Karen Coppini was also heavily involved in litigation before the courts of Malta as well as arbitration at the Malta Arbitration Centre. She subsequently opened her own legal practice "Coppini Legal". Dr. Karen Coppini has advised clients on various IT, corporate and commercial matters together with activity regulated by the MFSA.

Dr. Karen Coppini is authorised by the MFSA to act as a company services provider. She is presently Non-Executive Director of Von der Heyden Group Finance p.l.c. (C 77266) as well as Company Secretary of The ONA p.l.c. (C 101370), being companies listed on the MSE. Prior to this, she held various company secretarial positions including on the listed companies forming part of the group of Hili Ventures Limited (C 57902) and other regulated entities - were she worked closely with all departments, advising the group's shareholders, directors and committee members on corporate and commercial matters, compliance procedures and corporate governance.

Dr. Karen Coppini is a lecturer at Global Business School Limited in business law in a digital context and until January 2023 formed part of the executive team of the Malta IT Law Association (MITLA).



## 8.6 MANAGEMENT STRUCTURE

The Issuer is a holding and finance company incorporated under the laws of Malta. The business of the Issuer is managed by the Board of Directors and does not separately employ any senior management. The Directors will maintain this structure under continuous review to ensure that it meets the changing demands of the business and to strengthen the checks and balances necessary for better corporate governance.

The overall management of each Subsidiary is entrusted to its board of directors who are the persons responsible for establishing the strategy of each Subsidiary, including the responsibility for the appointment of all executive officers and other key members of management.

## 8.7 CONFLICTS OF INTEREST

Adrian Muscat is a director of the Issuer as well as the Subsidiaries. He is also a director of GAP Group Investments II and is the majority shareholder of the Issuer. Mario Camilleri is a director of the Issuer and Juel Hospitality. Conflicts may arise between the potentially diverging interests of the Issuer and the Subsidiaries, particularly in connection with advances to be made by the Issuer to the applicable Subsidiary in undertaking existing or new projects. Other than as stated above, there are no other conflicts of interest or potential conflicts of interest between the duties of Adrian Muscat and Mario Camilleri and their respective private interests.

The Audit Committee of the Issuer has the task of ensuring that any potential conflicts of interest that may arise at any moment, pursuant to these different roles held by directors, are handled according to law. The presence of an Audit Committee has the task to ensure that any potential abuse is managed, controlled, and resolved in the best interests of the Issuer. Any member of the Audit Committee who has a direct or indirect interest in any contract, transaction or arrangement that is brought before the Audit Committee is prohibited from being present at, and from voting, at any meeting of the Audit Committee during which such contract, transaction or arrangement is being discussed.

The presence of independent non-executive Directors on the Board of the Issuer aims to minimise the possibility of any abuse of control by its majority shareholder. Furthermore, in terms of the Memorandum and Articles of Association of the Issuer, in the event that a Director has a personal material interest, either directly or indirectly, in any contract or arrangement with the Issuer, such Director is not entitled to vote on any decisions taken in connection therewith. This ensures that any director sitting on the boards of the Subsidiaries and the Issuer is precluded from using his vote on any decisions involving a contract or arrangement between the Subsidiaries and the Issuer.

## 8.8 BOARD PRACTICES

### 8.8.1 AUDIT COMMITTEE

The Audit Committee's primary objective is to assist the Board of Directors in fulfilling its oversight responsibilities over the financial reporting processes, financial policies, and internal control structure. The Audit Committee oversees the conduct of the internal and external audit and acts to facilitate communication between the Board, management, and the internal and external auditors. The external auditors are invited to attend Audit Committee meetings. The Audit Committee reports directly to the Board.

The terms of reference of the Audit Committee include support to the Board in its responsibilities in dealing with issues of risk, control and governance, and associated assurance of the Issuer. The Board has set formal terms of establishment and the terms of reference of the Audit Committee which set out its composition, role and function, the parameters of its remit as well as the basis for the processes that it is required to comply with.

Briefly, the Audit Committee is expected to deal with and advise the Board of Directors on:

- (a) its monitoring responsibility over the financial reporting processes, financial policies, and internal control structures;
- (b) maintaining communications on such matters between the Board, management, and the external auditors; and
- (c) preserving the Issuer's assets by assessing the Issuer's risk environment and determining how to deal with those risks.

In addition, the Audit Committee has the role and function of evaluating any proposed transaction to be entered into by the Issuer and a related party to ensure that the execution of any such transaction is at arm's length, on a commercial basis and ultimately in the best interests of the Issuer.

Furthermore, the Audit Committee has the role of assessing any potential conflicts of interest between the duties of the Directors and their respective private interests or duties unrelated to the Issuer.

All three Directors sitting on the Audit Committee are independent non-executive Directors. Audit Committee members are appointed for a period of three years, unless terminated earlier by the Board.

Mario Camilleri is the independent non-executive Director who is competent in accounting and, or auditing matters in terms of the Capital Markets Rules. The chairman of the Audit Committee, appointed by the Board, is entrusted with reporting to the Board on the workings and findings of the Audit Committee. Mario Camilleri occupies the post of chairman of the Audit Committee.

Pursuant to its terms of reference, the Audit Committee's remit covers the Issuer and each of the Subsidiaries.

## 8.8.2 COMPLIANCE WITH THE CODE OF CORPORATE GOVERNANCE

At the date of this Base Prospectus, the Issuer has debt securities listed on the Official List of the Malta Stock exchange and accordingly is subject to, and complies with, the principles set out in the provisions of the Code of Principles of Good Corporate Governance forming part of the Capital Markets Rules (the “Code”). Going forward, the Issuer remains committed to fully support the Code and undertakes to comply with the Code to the extent that this is considered complementary to the size, nature and operations of the Issuer.

The Issuer is confident that the application of the Code has resulted, and is expected to continue to result, in positive effects accruing to the Issuer, its management and organisational set-up, its corporate strategy and its day-to-day activities.

In view of the reporting structure adopted by the Code, the Issuer reports, on an annual basis in its annual report, on the level of the Issuer’s compliance with the principles of the Code, in line with the “comply or explain” philosophy of the Code, explaining the reasons for non-compliance, if any.

As at the date of this Base Prospectus, the Board considers the Issuer to be in compliance with the Code save for the following exceptions:

**Principle 7 (Evaluation of the Board’s Performance):** The Board does not consider it necessary to appoint a committee to carry out a performance evaluation of its role, as the Board’s performance is evaluated on an ongoing basis by, and is subject to the constant scrutiny of the Board itself (75% of which is composed by independent non-executive Directors), the Issuer’s shareholders, the market and all of the rules and regulations to which the Issuer is subject as a company with its securities listed on a regulated market.

**Principle 8 (Committees):** The Board considers that the size and operations of the Issuer do not warrant the setting up of remuneration and nomination committees. In particular, the Issuer does not believe it is necessary to establish a nomination committee as appointments to the Board are determined by the shareholders of the Issuer in accordance appointment process set out in the Issuer’s Memorandum and Articles of Association. The Issuer considers that the members of the Board possess the level of skill, knowledge and experience expected in terms of the Code.

**Principle 9 (Relations with Shareholders and with the Market):** Currently there is no established mechanism disclosed in the Memorandum and Articles of Association of the Issuer to trigger arbitration in the case of conflict between the minority shareholders and the controlling shareholders. In any such cases should a conflict arise, the matter is dealt with in the Board meetings and through the open channel of communication between the Issuer and the minority shareholders via the office of the company secretary. In addition, such requirement in the Code is, in the Board’s view, targeted at equity issuers rather than debt issuers.

## 9. MAJOR SHAREHOLDERS

As at the date of this Base Prospectus, all of the issued share capital (other than one non-voting share) of the Issuer is held by Adrian Muscat.

To the best of the Issuer’s knowledge, there are no arrangements in place as at the date of this Base Prospectus the operation of which may at a subsequent date result in a change in control of the Issuer.

## 10. TREND INFORMATION AND FINANCIAL INFORMATION CONCERNING THE ISSUER’S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFITS AND LOSSES

### 10.1 TREND INFORMATION

The Directors are of the view that the Issuer and the Group shall, generally, be subject to the normal business risks associated with the property market in Malta and barring unforeseen circumstances, do not anticipate any likely material adverse effect on the Issuer’s and Group’s prospects, at least for the next 12 months. Upon completion of development and commencement of operations of the Hotel in 2024, the Group shall be subject to the normal business risks associated with the hospitality industry in Malta.

The Issuer is dependent on the business prospects of the Group and Associate Companies and, therefore, the trend information of the Group (detailed below) has a material effect on its financial position and prospects.

There has been no material adverse change in the prospects of the Issuer since 31 December 2022, being the date of its last published audited financial statements. There has been no significant change in the financial performance of the Group since 30 June 2023 (being the date of the last published unaudited consolidated financial statements).



### 10.1.1 ECONOMIC UPDATE<sup>1</sup>

The Maltese economy is expected to have grown by 4.0% in real terms in 2023 following the growth of 12.3% and 6.9% registered in 2021 and 2022 respectively. The slowdown in the rate of growth is mainly due to the decreasing effect of the post-pandemic boom in consumption and investment albeit private consumption remained strong and the outlook for retail sales is positive. Likewise, the tourism sector continued to rebound strongly and exceeded pre-pandemic levels as prospects for this sector for 2024 and 2025 have remained encouraging. Meanwhile, the export segment is expected to be the main contributor to GDP growth in 2023, with consumption being the main driver in 2024 and 2025. As such, the European Commission is expecting Malta's economy to grow by a further 4.0% in 2024, and at a slightly accelerated pace of 4.2% in 2025.

In this context, Malta's labour market remained robust as employment increased by 6.2% in 2022 and continued to grow very strongly in H1 2023. The robust demand for labour across all sectors of the economy, especially in tourism and administrative services, has led the unemployment rate falling to 2.9% in 2022 from 4.4% in 2020 and 3.4% in 2021. This is expected to trend even lower and stabilise at 2.7% in 2023 to 2025.

Despite Government's mechanism to maintain stable energy prices, inflation surged to 6.1% in 2022 from 0.8% and 0.7% in 2020 and 2021 respectively. In 2023, inflation is estimated to have remained high at 5.7% reflecting increasing prices for imported goods, food, and services. Conversely, inflation is anticipated to moderate to 3.3% and 3.1% in 2024 and 2025 respectively amid falling inflationary pressures of food and industrial goods.

After climbing to 9.6% of GDP in 2020, the government's deficit eased to 7.5% and 5.7% in 2021 and 2022 respectively. In 2023, the government's deficit is expected to have fallen further to 5.1% of GDP amid a reduction of the cost of the measures aimed at mitigating the impact of high energy prices (accounting for 1.6% of GDP compared to 2.3% in 2022) and a slower growth in the compensation of employees and social benefits than the rate of growth in nominal GDP.

Despite the higher debt servicing costs, in 2024 the government's deficit is expected to drop to 4.6% amid the phasing out of the costs supporting the operations of the national airline, Air Malta. Furthermore, social benefits and intermediate consumption expenditures are anticipated to grow slower than nominal GDP. On the other hand, the net budgetary cost of energy-related measures is projected to increase to 2.0% of GDP. In 2025, the reduction of the government deficit to 4.1% of GDP is projected to be driven by the decline in the cost of energy related measures as percentage of GDP (1.0%), intermediate consumption expenditure, as well as slower growth in the costs associated with social benefits. Overall, however, the government debt-to-GDP ratio is anticipated to reach 57.2% in 2025 which would be 5 percentage points higher than the level of 52.2% in 2020.

### 10.1.2 PROPERTY MARKET<sup>2</sup>

#### Development Permits for Dwellings

Data provided by the Central Bank of Malta ("CBM") and the National Statistics Office ("NSO") shows that in 2022, 1,271 permits (2021: 1,633) for the development of a total of 9,599 residential units were granted, representing an upsurge of 26.67% compared to the total number of 7,578 residential units approved in the previous year. The highest recorded figure in this regard was in 2018 where 2,521 permits for the development of 12,885 residential units were granted. In 2019 and 2020, this figure declined to 12,485 residential units (-3.10%) and 7,831 residential units (-37.28%) respectively.

Meanwhile, between Q1 and Q3 2023, permits for the development of 6,820 residential units were approved, representing a drop of 9.49% from the volume of 7,535 residential units granted approval in the same period in 2022.

#### CBM Property Prices Index & NSO Property Price Index

In nominal terms, the CBM Property Prices Index – which is based on advertised prices involving apartments, maisonettes, terraced houses, and other types of dwellings – reached an all-time high of 158.86 points in 2022, representing an increase of 2.80% over the prior year. The sharpest year-on-year increase took place in the prices of maisonettes (+2.72%), followed by apartments (+1.96%), and terraced houses (+1.32%). On the other hand, other types of property – namely, bungalows, farmhouses, and villas – recorded a year-on-year decline of 5.57% which extended the marginal drop of 1.31% recorded in 2021.

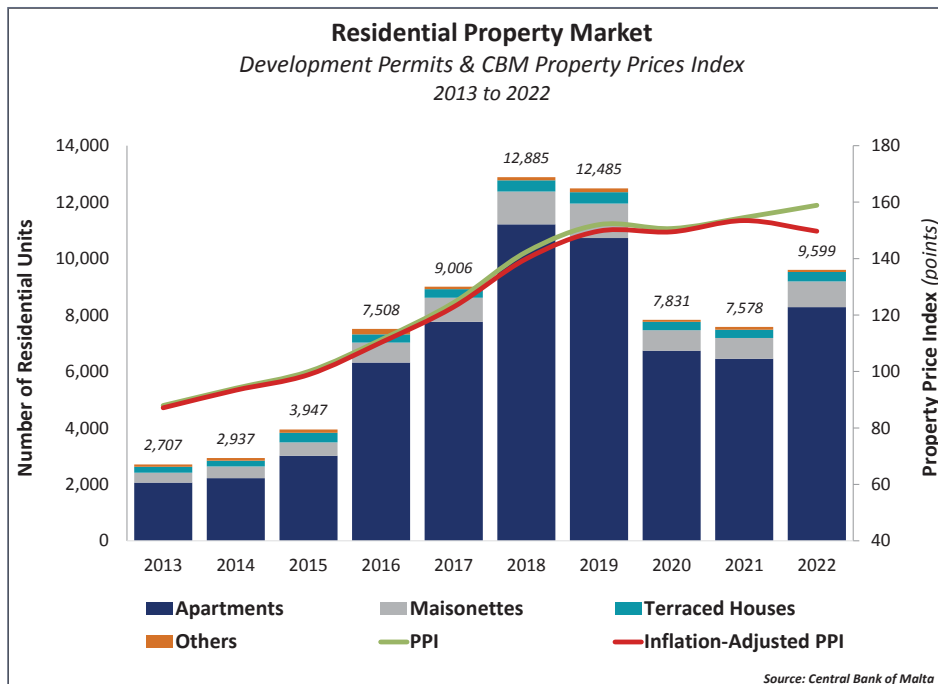
In real terms, the CBM Property Prices Index eased by 2.45% in 2022 as it trended lower to 149.69 points from the inflation-adjusted all-time high of 153.45 points recorded in 2021.

The NSO Property Price Index – which is based on actual transactions involving apartments, maisonettes, and terraced houses – reached an all-time high of 144.45 points in 2022, representing a 6.65% uplift compared to the prior year. In real terms, the NSO Property Price Index increased by 1.20% to 136.11 points (2021: 134.49 points) – the slowest yearly gain since 2011.

<sup>1</sup> European Commission, 'Autumn 2023 Economic Forecast: A modest recovery ahead after a challenging year', 15 November 2023.

<sup>2</sup> Sources: Central Bank of Bank online portal at <https://www.centralbankmalta.org/real-economy-indicators> and National Statistics Office online portal at <https://nso.gov.mt/property>.

Between Q1 and Q3 2023, the CBM Property Prices Index increased by 8.53% when compared to the same period in 2022. In real terms – i.e. adjusting for inflation – the uplift stood at 2.21%. The sharpest increase was registered in the prices of apartments which rose by 9.78% year-on-year (3.39% in real terms). Similarly, maisonettes and other types of dwelling increased by 7.82% and 7.93% respectively (1.54% and 1.64% respectively in real terms). In contrast, the prices of terraced houses slipped by 2.33% (or 8.02% in real terms) year-on-year.

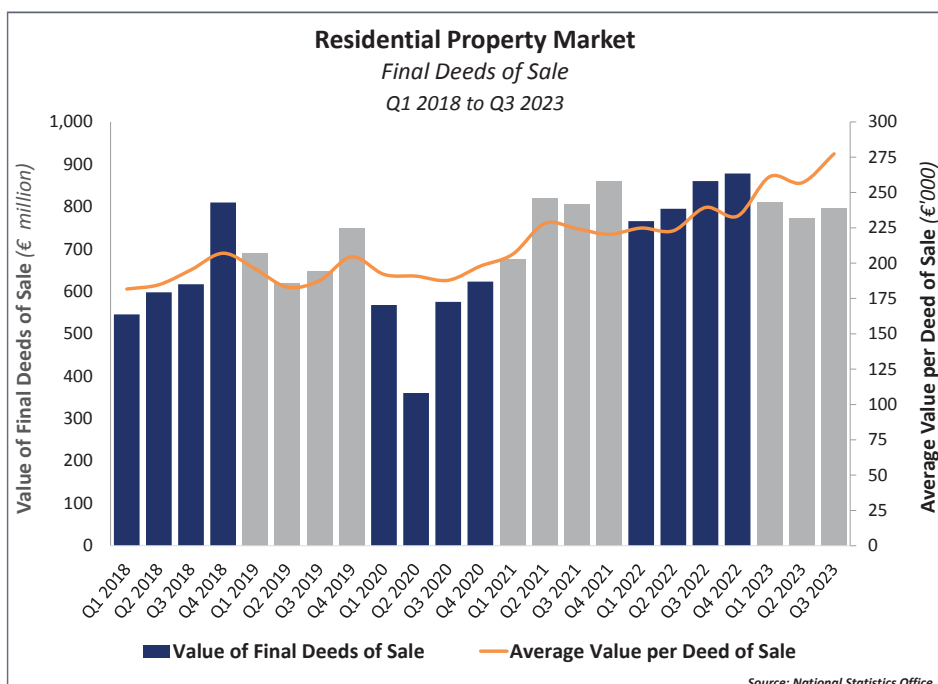


### Final Deeds of Sale Transactions

Data provided by the NSO shows that in 2022, the total value of final deeds of sale relating to residential property amounted to €3.30 billion (2021: €3.16 billion) across 14,331 final deeds of sale (2021: 14,368). As a result, the average value per deed of sale stood at €0.23 million, representing an increase of 4.59% over the corresponding figure of €0.22 million in 2021.

Adjusted for inflation, the total value of final deeds of sale relating to residential property amounted to €3.11 billion (2021: €3.14 billion). As a result, the average value per deed of sale stood at €0.22 million, representing a marginal drop of 0.73% over the corresponding period in 2021.

Meanwhile, the total value of final deeds of sale that took place between Q1 and Q3 2023 amounted to €2.38 billion across 8,978 final deeds of sale compared to €2.42 billion across 10,567 final deeds of sale in the same period in 2022. Despite the year-on-year reductions in aggregate volume and value, the average value per deed of sale increased to €0.26 million in nominal terms from €0.23 million in the period from Q1 to Q3 2022.



### 10.1.3 GROUP STRATEGY

The Group's long-term strategy is to focus on operating the Hotel and on acquiring, directly or indirectly through Associate Companies, suitable sites for the development of residential and commercial units. The Directors are cautiously optimistic on the health of the hospitality and property markets in Malta, which opinion is based on the assumption that the international travel for leisure and, or business purposes will continue to grow, the general economy continues on its upward trajectory and that business confidence and disposable income remain positive.

In the near term, the Group will be principally focused on selling the units related to Marsascala Development I, developing Marsascala Development II and on completion to market the units thereof. At the same time, the Group shall continue to direct resources towards the development of the Hotel. Furthermore, other development projects will be undertaken through ACMUS Group Limited, a joint venture company.

### 10.2 HISTORICAL FINANCIAL INFORMATION

The Issuer was incorporated on 24 January 2022 and as such, its first set of audited financial statements relate to the period from 24 January 2022 to 31 December 2022.

The table below provides a cross-reference list to key sections of the audited consolidated financial statements of the Issuer for the financial year ended 31 December 2022 and the interim unaudited consolidated financial statements for the period 1 January 2023 to 30 June 2023. The said financial statements are incorporated by reference in this base Prospectus and may be accessed at the following hyperlink: <https://juel.mt/investor-relations/>

	2022 (annual)	2023 (interim)
<b>Issuer:</b>		
Independent auditor's report	2 - 5	N/A
Statement of comprehensive income	6	4
Statement of financial position	7	5
Statement of changes in equity	8	6
Statement of cash flows	9	7
Notes to the financial statements	10 - 35	8 - 11

There has been no significant change in the financial position of the Issuer and Group since 30 June 2023 (being the date of the last financial period for which financial information has been published).

### 10.3 OPERATING AND FINANCIAL REVIEW

Set out below are condensed extracts from the financial statements prepared on a consolidated basis, referred to in section 10.2 above.

	2022 (annual) Audited €'000	2023 (1 Jan to 30 Jun) Unaudited €'000
Revenue	5	316
Cost of sales	(2)	(233)
<b>Gross profit</b>	<b>3</b>	<b>83</b>
Administrative expenses	(6)	(14)
<b>Operating (loss)/profit</b>	<b>(3)</b>	<b>69</b>
Share of results of associated company	-	2,229
Net finance income	2	7
<b>(Loss)/profit before tax</b>	<b>(1)</b>	<b>2,305</b>
Taxation	2	(25)
<b>Profit for the year/period</b>	<b>1</b>	<b>2,280</b>

*There are no Group comparatives for the interim period 1 January 2022 to 30 June 2022, since the Group was not yet formed. Juel Group p.l.c. acquired the Subsidiaries on 22 December 2022.*

**Juel Group p.l.c.**  
**Consolidated Statement of Financial Position**  
as at

	<b>31 Dec 2022</b>	<b>30 Jun 2023</b>
	<b>Audited</b>	<b>Unaudited</b>
	<b>€'000</b>	<b>€'000</b>
<b>ASSETS</b>		
<b>Non-current assets</b>		
Property, plant and equipment	21,129	23,275
Investment property	10,700	10,700
Investment in associate	-	10,146
	<u>31,829</u>	<u>44,121</u>
<b>Current assets</b>		
Inventory	6,188	7,628
Trade and other receivables	919	1,012
Cash and cash equivalents	1,164	22,874
	<u>8,271</u>	<u>31,514</u>
<b>Total assets</b>	<b><u>40,100</u></b>	<b><u>75,635</u></b>
<b>EQUITY</b>		
<b>Capital and reserves</b>		
Called up share capital	10,951	19,066
Share premium	-	1,893
Other equity	(18)	(18)
Retained earnings	1	2,281
	<u>10,934</u>	<u>23,222</u>
<b>LIABILITIES</b>		
<b>Non-current liabilities</b>		
Bank borrowings	6,064	8,673
Debt securities	-	32,000
Deferred taxation	856	856
	<u>6,920</u>	<u>41,529</u>
<b>Current liabilities</b>		
Bank overdraft and loans	8,000	8,240
Bond advance facility	9,488	-
Trade and other payables	4,758	2,644
	<u>22,246</u>	<u>10,884</u>
	<b><u>29,166</u></b>	<b><u>52,413</u></b>
<b>Total equity and liabilities</b>	<b><u>40,100</u></b>	<b><u>75,635</u></b>

**Juel Group p.l.c.**  
**Consolidated Cash Flow Statement**

	<b>2022</b>	<b>2023</b>
	<b>(annual)</b>	<b>(1 Jan to 30 Jun)</b>
	<b>Audited</b>	<b>Unaudited</b>
	<b>€'000</b>	<b>€'000</b>
Net cash from (used in) operating activities	(99)	(4,133)
Net cash from (used in) investing activities	1,260	376
Net cash from (used in) financing activities	3	25,467
<b>Net movement in cash and cash equivalents</b>	<b>1,164</b>	<b>21,710</b>
Cash and cash equivalents at beginning of year/period	-	1,164
<b>Cash and cash equivalents at end of year/period</b>	<b>1,164</b>	<b>22,874</b>

*There are no Group comparatives for the interim period 1 January 2022 to 30 June 2022, since the Group was not yet formed. Juel Group p.l.c. acquired the Subsidiaries on 22 December 2022.*

**Commentary – FY2022 (audited)**

The Issuer was incorporated on 24 January 2022 to act as the holding and finance company of the Group. Other than the acquisition of the Subsidiaries on 22 December 2022, the Issuer did not undertake any business activity during FY2022. Accordingly, the consolidated statement of comprehensive income for FY2022 primarily comprises the performance of the Subsidiaries between 23 December 2022 and 31 December 2022.

Non-current assets of the Group as at 31 December 2022 included the following:

- Property, plant and equipment of €21.1 million primarily related to the acquisition of the Hotel Site and development works thereon.
- Investment property amounted to €10.7 million and comprised 34 residential units (14 units in Birkirkara, ten units in Kappara and ten units in Luqa) which the Group manages for short let or long let purposes.

Current assets mainly included inventory and cash balances. Inventory predominantly related to property development units at cost.

The Group's equity amounted to €10.9 million as at 31 December 2022. Total liabilities totalled €29.2 million at year end and included bank borrowings and bond advance facility of €23.6 million (in aggregate) and other creditors of €4.8 million.

**Commentary – HY2023 (unaudited)**

During the first half of 2023, the Group generated revenue amounting to €316,000 primarily from property rentals operated under the StayMela brand. After deducting direct and administrative costs of €247,000, the Group registered an operating profit of €69,000. No property sales were reported in the interim period since the ongoing projects were still in the course of development.

Share of results of the Associate for the 6-month period amounted to €2.23 million. The Group ended the interim period with a net profit after tax of €2.28 million.

The statement of financial position as at 30 June 2023 mainly reflects the issue of €32 million in Secured Bonds, which increased borrowings by €25.36 million, from €23.55 million as at 31 December 2022 to €48.91 million. The additional borrowings are primarily earmarked for the development of the Hotel.

Equity as at 30 June 2023 amounted to €23.22 million compared to €10.93 million as at 31 December 2023.

In the statement of cash flows for the 6-month period ended 30 June 2023, the Group used €4.13 million in operating activities mainly on account of works-in-progress relating to property developments accounted for as inventory.

Pursuant to the issue of the Secured Bonds, net cash from financing activities amounted to €25.47 million and the consolidated cash balance as at 30 June 2023 amounted to €22.87 million.

## 11. LEGAL AND ARBITRATION PROCEEDINGS

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened or of which the Issuer is aware) during the period covering 12 months prior to the date of the Base Prospectus which may have, or have had in the recent past, significant effects on the Group's financial position or profitability.

## 12. SHARE CAPITAL

As at the date of this Base Prospectus, the issued share capital of the Issuer is 19,066,227 divided into 19,066,226 Ordinary "A" Shares and one Ordinary "B" Share, each having nominal value of one Euro (€1.00), fully paid-up.

In terms of the Issuer's Memorandum and Articles of Association, none of the capital shall be issued in such a way as would effectively alter the control of the Issuer without the prior approval of the Issuer in a general meeting.

The shares of the Issuer are not listed on the Malta Stock Exchange and no application has been filed for the shares of the Issuer to be quoted on the Malta Stock Exchange.

There is no capital of the Issuer which is currently under option, nor is there any agreement by virtue of which any part of the capital of the Issuer is to be put under option.

## 13. MEMORANDUM AND ARTICLES

The Memorandum and Articles of Association of the Issuer are registered with the Registrar of Companies at the Malta Business Registry. A full list of the objects for which the Issuer is established is set out in clause four of the Memorandum of Association. These objects include:

- a) to act as a holding company and invest and hold share participations and debentures in any other company, partnership, or business;
- b) to provide management, administration, technical, financial, and professional services and to provide human resources to its subsidiaries and, or Associate Companies of other companies relative and incidental to its business; and
- c) to obtain loans, overdrafts, credits and other financial and monetary facilities without limitation and otherwise borrow or raise money in such a manner as it shall think fit and to secure the repayment of any money borrowed, raised or owing by privilege, hypothec, mortgage or charge upon the whole or any part of its property and assets (whether present or future) including all or any of the uncalled capital for the time being of the company, and also by similar privilege, hypothec, mortgage or charge to secure and guarantee the performance of the company of any contracts, obligations or liabilities it may undertake.

## 14. MATERIAL CONTRACTS

Neither the Issuer nor any of the other companies forming part of the Group have entered into any material contract that is not in the ordinary course of their business, which could result in the Issuer or any member of the Group being under an obligation or entitlement that is material to the ability of the Issuer to meet its obligations in respect of the Notes.

## 15. INFORMATION CONCERNING THE GLOBAL NOTES AND THE PARTICIPATION NOTES

### 15.1 KEY STATISTICS OF THE NOTES

Denomination:	Euro (€);
Amount:	up to €5,000,000;
Issue Price:	at par (€1,000 per Participation Note);
Issue Date:	shall be the issue date set out in the applicable Final Terms;
Listing:	no application has been made for the Global Notes and Participation Notes to be admitted to listing on a regulated market or other trading platform;
Plan of Distribution:	the Global Notes shall be issued and distributed by the Issuer to the Nominee and Placement Agent to be held by the Nominee and Placement Agent for the benefit of Participation Noteholders. The Participation Notes are open for subscription to prospective Participation Noteholders through the Nominee and Placement Agent;
Minimum Amount per Application:	any minimum application amounts will be specified in the applicable Final Terms;
Interest:	shall be the rate of interest set out in the applicable Final Terms;
Interest Payment Date(s):	shall be the interest payment date set out in the applicable Final Terms;
Redemption Date:	shall be the redemption date set out in the applicable Final Terms, unless the Issuer exercises the early redemption option;
Redemption Value:	at par (€1,000 per Participation Note);
Form:	the Global Notes shall be issued in fully registered and dematerialised form;
Underwriting:	the Global Notes are not underwritten;
No Credit Rating:	the Issuer has not sought, nor does it intend to seek the credit rating of an independent agency and there has been no assessment of the Notes by any independent rating agency;
Governing Law:	the Base Prospectus and the Global Notes issued under the Note Issuance Programme shall be issued under and shall be governed by and construed in accordance with the laws of Malta;
Jurisdiction	the Maltese Courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Base Prospectus and the Global Notes.

### 15.2 REASONS FOR THE OFFER AND USE OF PROCEEDS

The proceeds from the Issue are expected to amount to approximately €5,000,000. The amount of *circa* €3,500,000 of the proceeds, which shall constitute Tranche I of the Issue and which net of estimated expenses is expected to amount to approximately €3,390,000, shall be applied as follows:

- (i) An amount of *circa* €1,790,000 shall be directed towards the ongoing projects of the Group, including the development of the Marsascalea Development II described in section 6.1.2.2 of this Base Prospectus;
- (ii) An amount of *circa* €500,000 shall be used to finance the Group's share of projects undertaken by ACMUS Group Limited, but primarily to part-finance the St. Julian's Development II (described in section 6.1.2.4 of this Base Prospectus); and
- (iii) An amount of *circa* €1,100,000 shall be used to finance variations and other additional capital expenditure in relation to the Hotel development.

For the purpose of the uses specified above in paragraphs (i) and (ii) above, an intra-group loan agreement shall be entered into between the Issuer, as lender, and Muscat Holdings (II), as borrower. For the purpose of the uses specified in paragraph (iii) above, an intra-group loan agreement shall be entered into between the Issuer, as lender, and Juel Hospitality, as borrower.

In addition to the said Tranche I of the Issue, the Issuer reserves the right to issue further tranches of Notes during the lifetime of this Base Prospectus for the purpose of financing, in part or in full; (i) additional expenditure relating to the Hotel development; and (ii) property development projects in Malta (such as those described in sections 6.1.2 and 6.1.3 of this Base Prospectus). Further information on the intended use of proceeds of each Tranche would be disclosed in the applicable Final Terms.

### 15.3 ESTIMATED EXPENSES

Professional fees, and costs related to publicity, advertising, printing, Nominee and Placement Agent fees, selling commission, and other miscellaneous expenses in connection with the Note Issuance Programme are estimated not to exceed €150,000 in the aggregate.



There is no particular order of priority with respect to such expenses. The expenses pertaining to the Note Issuance Programme shall be deducted from the proceeds of the Note Issuance Programme and shall be borne exclusively by the Issuer. Any additional expenses that may be incurred in connection with the issuance of a specific Tranche of Notes shall be specified in the applicable Final Terms.

#### 15.4 STATUS AND RANKING OF THE NOTES

The Global Notes and the Participation Notes shall constitute the general, direct, unconditional and unsecured obligations of the Issuer. The Notes 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, without priority or preference to all present and future unsecured obligations of the Issuer. This means that any secured or privileged debts of the Issuer shall rank at all times ahead of its obligations under the Note Issuance Programme, as a result of which the Participation Noteholders may not be able to recover their investment in the Participation Notes in the case of insolvency or an equivalent situation, whether in full or in part. Furthermore, third party security interests may be registered which will rank in priority to the Notes against the assets of the Issuer for so long as such security interests remain in effect.

#### 15.5 ADDITIONAL INDEBTEDNESS AND ENCUMBRANCES

The Notes do not restrict the Issuer's ability to incur additional indebtedness (including through the issuance of additional notes or other debt securities) or to secure that indebtedness in the future, which actions may negatively affect the Issuer's financial position and its ability to make payments in respect of the Notes, when due. Moreover, such indebtedness may have a prior ranking than the Notes, in which case it could rank ahead of the Notes in the event of a dissolution and winding up of the Issuer.

#### 15.6 RIGHTS OF PARTICIPATION NOTEHOLDERS

Investors wishing to participate in any Tranche of Notes will be able to do so by duly executing a Subscription Agreement in relation to the Participation Notes. Execution of the Subscription Agreement will entitle such investor:

- i. to participate in the relevant Global Note with respect to the rights and benefits under such Global Note in the proportion that the amount of that subscription constitutes in relation to the face value of the Global Note;
- ii. to have his name entered in the Register of Investors by the Nominee and Placement Agent as a Registered Investor in the Global Note;
- iii. to receive, from the Nominee and Placement Agent, an acknowledgement of his interest in the Global Note through the issue of a Participation Note;
- iv. to all such rights and benefits applicable to Participation Noteholders as set out in the Base Prospectus and applicable Final Terms; and
- v. to all such applicable rights and benefits applicable to Participation Noteholders as set out in the Nominee and Placement Agent Agreement.

Upon execution of the Subscription Agreement, an investor will also be bound by and be deemed to have notice of all the provisions of the Nominee and Placement Agent Agreement and the terms and conditions of the applicable Global Note and Final Terms.

The Participation Note shall entitle the Participation Noteholders to rank *pari passu* according to the rights and interests held by each Participation Noteholder in the Fiduciary Asset in accordance with the terms of the Nominee and Placement Agent Agreement.

#### 15.7 THE NOMINEE AND PLACEMENT AGENT

The Issuer, as principal, has entered into the Nominee and Placement Agreement pursuant to which M.Z. Investment Services Limited has been appointed as the Nominee and Placement Agent to hold the Fiduciary Asset on behalf of and as nominee for the Registered Investors *pari passu* according to the rights and interests held by each Registered Investor in the Fiduciary Asset as evidenced in the Register of Investors in accordance with the provisions of the Nominee and Placement Agreement.

The Nominee and Placement Agent will be the legal owner of the Fiduciary Asset which consists of the covenants of the Issuer to pay the principal under the Participation Notes and interests thereon and all the rights and benefits emanating from the Nominee and Placement Agreement. The Nominee and Placement Agent recognises the interests of the Registered Investors and in effect holds the Fiduciary Asset in the interest of and acts for the benefit of the Registered Investors under the Nominee and Placement Agreement. The Nominee and Placement Agent's role therefore includes the status of the Nominee and Placement Agent to enforce all the rights under the Participation Notes and the Nominee and Placement Agreement as well as to hold the Fiduciary Asset. As the legal owner of the Global Note and all rights attaching thereto the Nominee and Placement Agent will receive all payments of interest for distribution to the Registered Investors.

Similarly, the Issuer has appointed M.Z. Investment Services Limited as the Nominee and Placement Agent to hold the Global Note for the benefit of the Registered Investors *pari passu* according to the rights and interests held by each Registered Investor in the Global Note as evidenced in the Register of Investors in accordance with the provisions of the Base Prospectus and applicable Final Terms. As the holder of the Global Note, the Nominee and Placement Agent will receive all payments of interest and principal for distribution to the Registered Investors.

It shall be incumbent on the Nominee and Placement Agent to ascertain that all other applicable regulatory requirements relating to subscription of Participation Notes by an Applicant are complied with, including without limitation the obligation to comply with all applicable requirements set out in Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 ("MiFIR") as well as applicable MFS Rules for investment services providers. Provided that the Participation Notes are deemed to be complex instruments,

they may not be distributed to retail clients before at least an Appropriateness Test has been carried out. Particularly, to the extent that the Nominee and Placement Agent provides investment advice in respect of a purchase of the Participation Notes by an Applicant, the Nominee and Placement Agent shall also be required to conduct a Suitability Test in respect of that Applicant and, based on the results of such test, be satisfied that an investment in the Participation Notes may be considered suitable for the Applicant.

For the purpose of this Base Prospectus, the term “Appropriateness Test” means the test conducted by the Nominee and Placement Agent, when providing an investment service (other than investment advice or portfolio management) in relation to the subscription for and the trading of the Participation Notes, for the purpose of the Nominee and Placement Agent determining (after collecting the necessary information) whether the investment service or the Participation Notes are appropriate for the prospective Applicant or prospective transferee. In carrying out this assessment, the Nominee and Placement Agent shall ask the Applicant or the prospective transferee to provide information regarding the Applicant or transferee’s knowledge and experience so as to determine that the Applicant or transferee has the necessary experience and knowledge in order to understand the risks involved in relation to the Participation Notes or investment service offered or demanded, in accordance with the Conduct of Business Rulebook issued by the MFSA. In the event that the Nominee and Placement Agent considers, on the basis of the test conducted, that the subscription or transfer of Participation Notes is not appropriate for the Applicant or prospective transferee, the Nominee and Placement Agent shall warn the Applicant or transferee that an investment in the Participation Notes is not appropriate for the Applicant or transferee.

For the purpose of this Base Prospectus, the term “Suitability Test” means the process through which the Nominee and Placement Agent when providing investment advice or portfolio management services in relation to the subscription for and trading of Participation Notes obtains such information from the Applicant or prospective transferee as is necessary to enable the Nominee and Placement Agent to recommend to or, in the case of portfolio management, to effect for, the Applicant or prospective transferee, the investment service and trading in Participation Notes that are considered suitable for him/her, in accordance with the Conduct of Business Rulebook issued by the MFSA.

#### 15.8 YIELD

The gross yield in respect of each Tranche, which shall be calculated on the basis of the applicable Interest, the Issue Price and the Redemption Value of the Global Notes at the applicable Redemption Date, shall be specified in the applicable Final Terms.

#### 15.9 REDEMPTION

The Issuer will redeem the Global Notes (together with payment of interest accrued thereon) at their Redemption Value on such date indicated in the Final Terms as being the Redemption Date. If the Redemption Date is not a Business Day, then the redemption shall occur on the following Business Day.

## 16. FORM OF THE FINAL TERMS

### FORM OF FINAL TERMS

dated [●]

**NOTE ISSUANCE PROGRAMME OF A MAXIMUM OF [-]**

ISIN: [●]

Series No:[●]

Tranche No: [●]

[amount of Note]

issued by:



**JUEL GROUP P.L.C.**

A PUBLIC LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA  
WITH COMPANY REGISTRATION NUMBER C 101395

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus of the Issuer dated [●] which was approved by the MFSA on [●] 2024 [and the Supplement to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation.

This document constitutes the Final Terms of the Global Note to be issued through Series [●] Tranche [●] of the Note Issuance Programme by the Issuer in favour of the Nominee and Placement Agent, described herein for the purposes of Article 8 the Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented]. These Final Terms also contain information relative to the issue by the Nominee and Placement Agent of transferable notes acknowledging the interest of the person named therein in the Tranche [●] Global Note. This document must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Tranche of Notes under these Final Terms is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the issue of this Tranche of Notes is annexed to these Final Terms.

The Base Prospectus [and the supplement thereto] [is]/[are] available for viewing at the office of the Issuer and on the websites of: (a) the MFSA on <https://www.mfsa.mt/our-work/capital-markets-supervision/#CMS>; and (b) the Issuer on (<https://juel.mt/investor-relations/>) and copies may be obtained free of charge from the registered office of the Issuer.

The following is a description of the main terms of the Global Note:

1 Issuer	Juel Group p.l.c.
2 Series Number	[●]
3 Tranche Number	[●]
4 Specified Currency	Euro (€)
5 Aggregate Nominal Amount	
(i) Series	[●]
(ii) Tranche	[●]
6 Issue Price of Tranche Net Proceeds	[●] [●]
7 Specified Denomination	€[●] (€1,000 per Participation Note)
8 Number of Notes offered for subscription	1 Global Note (up to a maximum of [●] Participation Notes)
9 (i) Issue Date	[●]
(ii) Interest Commencement Date	[●]
10 Redemption Date	[●] unless previously purchased for cancellation by the Issuer.
11 Early Redemption Date/s (if applicable)	[●]
12 Redemption Value	[●]
13 Register Cut-Off Date	[●]

### INTEREST

14 Rate of Interest	[●]% per annum
15 Interest Payment Date/s	(i) for the purposes of the Global Note, [●] of each year between and including each of the years [●] and the year [●], provided that if any such day is not a Business Day, such interest payment date will be carried over to the next following day that is a Business Day;
	(ii) for the purposes of the Participation Notes, [●] of each year between and including each of the years [●] and the year [●], provided that if any such day is not a Business Day, such interest payment date will be carried over to the next following day that is a Business Day.

### GENERAL PROVISIONS

16 Taxation	As per section 17 (“ <b>Taxation</b> ”) of the Base Prospectus.
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## PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for the offer for subscription and issue of the Tranche of Notes described herein pursuant to the Notes Issuance Programme of a maximum of €5,000,000, in terms of the Base Prospectus dated [●] 2024.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Board of Directors of the Issuer by: [●]

## PART B - OTHER INFORMATION

### 1. Reasons for the offer, estimated net proceeds and total expenses

Reasons for the Offer / Use of Proceeds	[●]
Estimated Expenses	[●]
Estimated Net Proceeds	[●]
Conditions to which the Offer is subject	[●]

### 2. Yield

Yield	[●]
Method of Calculation of Yield	[●]

### 3. Expected Timetable

Subscription Period	[●]
Commencement of interest	[●]
Announcement of basis of acceptance	[●]
Refund of unallocated monies, if any	[●]
Issuance of the Global Note	[●]
Issuance of Participation Notes certificates	[●]

The Nominee and Placement Agent reserves the right to, following consultation with the Issuer, shorten or extend the closing of the Subscription Period, in which case, the remaining events set out above will be brought forward or moved backwards (as the case may be) in the same chronological order set out above. In the event that the timetable is revised as aforesaid, the Interest Payment Dates and the Maturity Date may change, in which case the revised dates will be communicated by the Issuer by company announcement and, or on its website, without the requirement to amend these Final Terms.

### 4. Method of Distribution and Allocation

Plan of Distribution and Allotment	[●]
Reservation of Tranche, of part thereof, in favour of specific class of investors	[●]
Minimum amount of application	€[●] and multiples of €[●] thereafter.
Description of application process	[●]
Oversubscription and refunds	[●]
Payment and delivery	[●]
Allocation policy	[●]
Results of the offer	[●]

### 5. Interests of Natural and Legal Persons involved in the Issue

[●]

### 6. Third Party information and Statement by Experts and Declarations of any interest

[●]

## ANNEX 1 - ISSUE SPECIFIC SUMMARY]

*[Issue specific summary to be inserted]*

### 17. TAXATION

Investors and prospective investors are urged to seek professional advice as regards both Maltese and any foreign tax legislation which may be applicable to them in respect of the Participation Notes, including their acquisition, holding and transfer as well as on any income derived therefrom or on any gains derived on the transfer of such Participation Notes. The following is a summary of the anticipated tax treatment applicable to Participation Noteholders in so far as taxation in Malta is concerned. This information does not constitute legal or tax advice and does not purport to be exhaustive.

Kindly note that the below overview is limited to the key Malta tax considerations. Investors and prospective investors are advised to seek counsel from their tax advisers outside Malta, where any foreign tax considerations may be relevant.

The information below is based on an interpretation of tax law and practice relative to the applicable legislation, as known to the Issuer at the date of the Base Prospectus, in respect of a subject on which no official guidelines exist. Investors are reminded that tax law and practice and their interpretation as well as the levels of tax on the subject matter referred to in the preceding paragraph, may change from time to time.

This information is being given solely for the general information of investors. The precise implications for investors will depend, among other things, on their particular circumstances and on the classification of the Participation Notes from a Maltese tax perspective, and professional advice in this respect should be sought accordingly.

#### 17.1 MALTA TAX ON INTEREST

The Maltese income tax treatment of any interest, discount or premium derived from the Participation Notes or depends on whether such income falls within the definition of 'investment income' under the Income Tax Act (Chapter 123 of the Laws of Malta) (the "ITA"). The ITA exhaustively lists the categories of investment income which qualify as investment income for Maltese tax purposes.

"Investment income" as defined under the ITA includes "interest, discounts or premiums payable in respect of a public issue by a company, entity or other legal person howsoever constituted and whether resident in Malta or otherwise".

Since interest is payable in respect of Participation Notes which is the subject of a public issue, unless the Issuer is instructed by a Participation Noteholder to receive the interest gross of any withholding tax, or if the Noteholder does not fall within the definition of "recipient" in terms of Article 41(c) of the Income Tax Act (Cap. 123 of the laws of Malta, hereinafter the "**Income Tax Act**"), interest shall be paid to such Participation Noteholder net of a final withholding tax, currently at the rate of fifteen per cent (15%) (ten per cent (10%) in the case of certain types of collective investment schemes) of the gross amount of the interest, pursuant to Article 33 of the Income Tax Act. Participation Noteholders who do not fall within the definition of a "recipient" do not qualify for the said rate and should seek advice on the taxation of such income as special rules may apply.

This withholding tax is considered as a final tax and a Maltese resident individual Participation Noteholder is not obliged to declare the interest so received in his income tax return (to the extent that the interest is paid net of tax). No person shall be charged to further tax in respect of such income. Furthermore, such tax should not be available as a credit against the recipient's tax liability or for a refund, as the case may be, for the relevant year of assessment in Malta. The Issuer is required to submit to the Maltese Commissioner for Revenue the tax withheld by the fourteenth day following the end of the month in which the payment is made. The Issuer will also render an account to the Maltese Commissioner for Revenue of all amounts so deducted, including the identity of the recipient.

In the case of a valid election made by an eligible Participation Noteholder resident in Malta to receive the interest due without the deduction of final tax, interest will be paid gross and such person will be obliged to declare the interest so received in his Maltese income tax return and be subject to tax on such interest at the standard rates applicable to such Participation Noteholder at that time. Additionally, in this latter case the Issuer will advise the Maltese Commissioner for Revenue on an annual basis in respect of all interest paid gross and of the identity of all such recipients. Any such election made by a resident Noteholder at the time of subscription may be subsequently changed by giving notice in writing to the Issuer. Such election or revocation will be effective within the time limit set out in the ITA.

In terms of article 12(1)(c) of the ITA, Noteholders who are not resident in Malta satisfying the applicable conditions set out in the ITA are not taxable in Malta on the interest received and will receive interest gross, subject to the requisite declaration/evidence being provided to the Issuer in terms of law.

#### 17.2 MALTESE TAXATION OF CAPITAL GAINS ON TRANSFERS OF THE PARTICIPATION NOTES

As the Participation Notes do not fall within the definition of "securities" in terms of article 5(1)(b) of the Income Tax Act, that is, "shares and stocks and such like instrument that participate in any way in the profits of the company and whose return is not limited to a fixed rate of return", to the extent that the Participation Notes are held as capital assets by the Participation Noteholders, no tax on capital gains is chargeable in respect of transfer of the Participation Notes.

### 17.3 DUTY ON DOCUMENTS AND TRANSFERS

In terms of the Duty on Documents and Transfers Act (Cap. 364 of the Laws of Malta), duty is chargeable, *inter alia*, on the transfer *inter vivos* or transmission *causa mortis* of marketable securities. A marketable security is defined in the said legislation as “a holding of share capital in any company and any document representing the same”.

Consequently, the Participation Notes should not be treated as constituting marketable securities within the meaning of the legislation and therefore, the transfer/transmission thereof should fall outside the scope of the Duty on Documents and Transfers Act.

**INVESTORS AND PROSPECTIVE INVESTORS ARE URGED TO SEEK PROFESSIONAL ADVICE AS REGARDS BOTH MALTESE AND ANY FOREIGN TAX LEGISLATION APPLICABLE TO THE ACQUISITION, HOLDING AND DISPOSAL OF NOTES AS WELL AS INTEREST PAYMENTS MADE BY THE ISSUER. THE ABOVE IS A SUMMARY OF THE ANTICIPATED TAX TREATMENT APPLICABLE TO THE NOTES AND TO NOTEHOLDERS. THIS INFORMATION, WHICH DOES NOT CONSTITUTE LEGAL OR TAX ADVICE, REFERS ONLY TO NOTEHOLDERS WHO DO NOT DEAL IN SECURITIES IN THE COURSE OF THEIR NORMAL TRADING ACTIVITY.**

### 17.4 EXCHANGE OF INFORMATION

In terms of applicable Maltese legislation, the Issuer and, or its agent may be required to collect and forward certain information (including, but not limited to, information regarding payments made to certain Participation Noteholders) to the Maltese Commissioner for Revenue. The Maltese Commissioner for Revenue will or may, in turn, automatically or on request, forward the information to other relevant tax authorities subject to certain conditions.

Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU, 2015/2376, 2016/881 and 2016/2258) provides for the implementation of the Common Reporting Standard (“CRS”) into Maltese legislation. The CRS has been proposed by the OECD as a new global standard for the automatic exchange of financial account information between tax authorities in participating jurisdictions. CRS has been transposed into Maltese legislation by virtue of the Cooperation with Other Jurisdictions on Tax Matters Regulations, Subsidiary Legislation 123.127 (“CRS Legislation”). Malta based financial institutions (“FIs”) (defined as such for the purposes of CRS) are obliged to identify and report to the Maltese tax authorities financial accounts held by a Reportable Person, as defined under the CRS Legislation, and certain entities with one or more Controlling Persons, as defined under the CRS Legislation, which is classified as a Reportable Person. Financial information relating to Notes and the holders of the Notes may fall within the purview of CRS and may be subject to reporting and information exchange provisions.

In particular with respect to CRS, the following information will be reported annually by the FIs to the Maltese competent authority in respect of each reportable account maintained by the FIs: (i) The name, address, jurisdiction of tax residence, tax identification number (TIN) and date and place of birth (in the case of an individual); (ii) The account number (or functional equivalent in the absence of an account number); (iii) The account balance or value as of the end of the relevant calendar year or other appropriate reporting period or, if the account was closed during such year or period, the closure of the account; (iv) The total gross amount paid or credited to the account holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the FI is the obligor or debtor, including the aggregate amount of any redemption payments made to the account holder during the calendar year or other appropriate reporting period.

The Maltese tax authorities shall by automatic exchange framework for reciprocal information exchange, communicate to the other competent authority on annual basis, any relevant information that may fall to be classified as reportable, and *vice versa*.

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“foreign passthru payments”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the Netherlands and the Isle of Man) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“IGAs”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Participation Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Participation Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Participation Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Participation Notes, the Issuer will not be required to pay additional amounts as a result of the withholding.

In particular, FIs reserve the right to store, use, process, disclose and report any required information including all current and historical data related to the past and, or present account/s held by Reportable Persons, including, but not limited to, the name, address, date of birth, place of birth and US TIN, the details of any account transactions, the nature, balances and compositions of the assets held in the account, to the Maltese competent authority.

FIs reserve the right to request any information and, or documentation required, in respect of any financial account, in order to comply with the obligations imposed under FATCA and CRS and any referring legislation. In the case of failure to provide satisfactory documentation and, or information, FIs may take such action as it thinks fit, including without limitation, the closure of the financial account.



**INVESTORS AND PROSPECTIVE INVESTORS ARE URGED TO SEEK PROFESSIONAL ADVICE AS REGARDS BOTH MALTESE AND ANY FOREIGN TAX LEGISLATION APPLICABLE TO THE ACQUISITION, HOLDING AND DISPOSAL OF NOTES AS WELL AS INTEREST PAYMENTS MADE BY THE ISSUER. THE ABOVE IS A SUMMARY OF THE ANTICIPATED TAX TREATMENT APPLICABLE TO THE NOTES AND TO NOTEHOLDERS. THIS INFORMATION, WHICH DOES NOT CONSTITUTE LEGAL OR TAX ADVICE, REFERS ONLY TO PARTICIPATION NOTEHOLDERS WHO DO NOT DEAL IN SECURITIES IN THE COURSE OF THEIR NORMAL TRADING ACTIVITY.**

**18. STATEMENTS BY EXPERTS AND DECLARATIONS OF ANY INTEREST**

The Base Prospectus does not contain any statement or report attributed to any person as an expert.

**19. AUTHORISATIONS AND APPROVAL**

The establishment of the Note Issuance Programme was authorised by the Board of Directors of the Issuer on 22 January 2024.

**20. REGULATORY MATTERS**

On 22 March 2024, the Issuer was formally notified of an investigation by MFSA as to potential breaches committed by the Issuer in relation to the Prospectus Regulation, principally in connection with events referred to in section 12 'Regulatory Matters' of the registration document dated 6 June 2023 forming part of the prospectus dated 6 June 2023. The investigation of the MFSA is still ongoing and as such the outcome of such investigation is yet to be determined.

**21. NOTICES**

Notices will be mailed to Noteholders at their registered addresses and shall be deemed to have been served at the expiration of 24 hours after the letter containing the notice is posted, and in proving such service it shall be sufficient to prove that a prepaid letter containing such notice was properly addressed to such Noteholder at his registered address and posted.

**22. DOCUMENTS ON DISPLAY**

For the duration of this Base Prospectus, the following documents (or certified copies thereof) shall be available for inspection at the registered address of the Issuer:

- (a) the Memorandum and Articles of Association of the Issuer;
- (b) the audited consolidated financial statements of the Issuer for the period commencing on 24 January 2022 to 31 December 2022;
- (c) the unaudited consolidated financial statements of the Issuer for the 6-month period ended 30 June 2023; and
- (d) the Nominee and Placement Agent Agreement.

Documents (a) - (c) are also available for inspection in electronic form on the Issuer's website at [www.juel.mt](http://www.juel.mt)

## ANNEX A1: TERMS AND CONDITIONS OF THE GLOBAL NOTES

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE €5,000,000 GLOBAL NOTES BY THE ISSUER IN TERMS OF THE NOMINEE AND PLACEMENT AGENT AGREEMENT AND THE BASE PROSPECTUS.

THE ISSUE OF THE GLOBAL NOTES IS BEING MADE SUBJECT TO THE PROVISIONS OF THE NOMINEE AND PLACEMENT AGENT AGREEMENT DATED 8 APRIL 2024 AND OF THESE TERMS AND CONDITIONS. A PARTICIPATION NOTEHOLDER AS WELL AS ANY PERSON HAVING AN INTEREST UNDER THE GLOBAL NOTES IS DEEMED TO HAVE INVESTED ONLY AFTER HAVING RECEIVED, READ AND UNDERSTOOD THE CONTENTS OF THIS DOCUMENT AND THEREFORE ONLY AFTER HAVING FULL KNOWLEDGE OF THE INFORMATION CONTAINED IN THIS DOCUMENT AND IS ACCORDINGLY DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND THE NOMINEE AND PLACEMENT AGENT AGREEMENT.

ALL THE TERMS USED HEREIN SHALL, UNLESS THE CONTEXT OTHERWISE REQUIRES OR UNLESS OTHERWISE DEFINED, HAVE THE SAME MEANING ATTRIBUTED TO THEM IN THE BASE PROSPECTUS AND THE NOMINEE AND PLACEMENT AGENT AGREEMENT.

### 1. GENERAL

The issuance of the Global Notes has been duly authorised by a resolution of the Board of Directors of 22 January 2024, by virtue of the powers contained in the Memorandum and Articles of Association.

The Global Notes shall be issued to the Nominee and Placement Agent, as Nominee and Placement Agent for and for the benefit of the Registered Investors, which shall constitute the Fiduciary Asset.

The Global Notes shall constitute the Issuer as the true and lawful debtor of the Offer Amount in favour of the Nominee and Placement Agent on behalf of the Registered Investors.

Unless previously purchased and cancelled, the Global Notes shall be redeemable at the nominal value including accrued but unpaid interest on the Redemption Date.

### 2. FORM, DENOMINATION AND TITLE

The Global Notes shall be issued in fully certificated and registered form, without coupons. The Global Notes shall be issued to the Nominee and Placement Agent for the Offer Amount and the Nominee and Placement Agent shall be entered in the Register of Global Noteholders as the holder of the Global Notes. The Nominee and Placement Agent shall hold the Global Notes as Nominee and Placement Agent for the benefit of the Registered Investors.

### 3. INTEREST

The Global Notes shall bear interest at the Rate of Interest on each Interest Payment Date, as specified in the applicable Final Terms.

The Global Notes shall cease to bear interest from and including the Redemption Date unless, upon due presentation, payment of the principal in respect of the Global Notes is improperly withheld or refused, or unless the Issuer defaults in respect of payment, in any of which event interest shall continue to accrue at the rate specified above plus one per cent (1%) above the European Central Bank's refinancing rate, but in any event not in excess of the maximum rate of interest allowed by Maltese law. In terms of article 2156 of the Civil Code (Chapter 16 of the laws of Malta), the right of Global Noteholders to bring claims for payment of interest and repayment of the principal on the Notes is barred by the lapse of five years.

When interest is required to be calculated for any period of less than a full year, it shall be calculated on the basis of a three hundred and sixty (360) day year consisting of twelve (12) months of thirty (30) days each, and in the case of an incomplete month, the number of days elapsed.

### 4. STATUS OF THE GLOBAL NOTES

The Global Notes constitute the general, direct, unconditional and unsecured obligations of the Issuer. The Global Notes 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, without priority or preference to all present and future unsecured obligations of the Issuer. This means that any secured or privileged debts of the Issuer shall rank at all times ahead of their obligations under the Note Issuance Programme.

Furthermore, third party security interests may be registered which will rank in priority to the Global Notes against the assets of the Issuer for so long as such security interests remain in effect.

### 5. PAYMENTS

Payment of the principal amount (with interest accrued and unpaid to the Redemption Date) as well as payment of interest on the Global Notes shall be made in Euro to the person in whose name such Global Notes are registered as at the close of business fifteen (15) days prior to the date set for redemption or fifteen (15) days prior to the relevant Interest Payment Date (as the case may be) against surrender of the Global Note at the registered office of the Issuer or at such other place in Malta as may be notified by the Issuer. Such payment shall be affected by direct credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the Global Noteholder. The Issuer shall not be responsible

for any loss or delay in transmission. Such payment shall be affected within seven (7) days of the date set for redemption or the Interest Payment Date (as the case may be).

All payments with respect to the Global Notes are subject in all cases to any pledge (duly constituted) of the Global Notes and to any applicable fiscal or other laws and regulations. In particular, but without limitation, all payments by the Issuer in respect of the Global Notes shall be made gross of any amount to be deducted or withheld for or on account of any present or future taxes, duties, assessments or other government charges of whatsoever nature imposed or levied by or on behalf of the Government of Malta or authority thereof or therein having power to tax.

No commissions or expenses shall be charged to the Global Noteholder in respect of such payments

## **6. REDEMPTION**

Unless previously purchased and cancelled, the Global Notes shall be redeemed at the nominal value (together with interest accrued and which has remained unpaid to the date set for redemption) on the Redemption Date, PROVIDED THAT the Issuer reserves the right to redeem all or part of the Global Note on an Early Redemption Date, on giving not less than 30 days' notice to the Nominee and Placement Agent.

The redemption of the Global Notes shall take place by payment of all principal and interest accrued until the Redemption Date, or an Early Redemption Date, as applicable. The notice of redemption shall be effective only on actual receipt by the Nominee and Placement Agent, shall be irrevocable, and shall oblige the Issuer to make, and the Nominee and Placement Agent to accept, such redemption on the date specified in the notice.

All or part of the Global Notes being redeemed shall be cancelled forthwith and may not be re-issued or re-sold.

## **7. COVENANTS BY THE ISSUER**

The Issuer hereby covenants in favour of the Nominee and Placement Agent for the benefit of Registered Investors, that at all times during which any of the Global Notes shall remain outstanding:

- (a) it shall, until the Global Notes have been redeemed, pay to the Nominee and Placement Agent, for the benefit of the Participation Noteholders, interest under the Global Note on each Interest Payment Date and the principal amount of the Global Notes at the Rate of Interest on the Redemption Date;
- (b) it shall keep proper books of account, and shall deliver to the Nominee and Placement Agent at least five days before the annual general meeting of the Issuer each year a copy of the balance sheet and profit and loss account of the Issuer certified by the auditors of the Issuer and copies of the auditors' and directors' reports thereon, together with copies of any other documents required by law to be attached thereto; and
- (c) it shall carry on and conduct their business in a proper and efficient manner.

## **8. REPRESENTATION AND WARRANTIES OF THE ISSUER**

The Issuer represents and warrants to the Nominee and Placement Agent and each Participation Noteholder, and each of the Nominee and Placement Agent and Participation Noteholder rely on such representations and warranties, that:

- (a) it is duly registered and validly existing under the laws of Malta and has the power to carry on its business as it is now being conducted and to hold its properties and other assets under valid legal title;
- (b) it has the power to execute, deliver, and perform its obligations under this document and the Nominee and Placement Agent Agreement, and that all necessary corporate, shareholder and other action has been duly taken to authorise the execution, delivery and performance of the same, and further that no limitation on the powers of the Issuer to borrow or guarantee shall be exceeded as a result of the Nominee and Placement Agent Agreement;
- (c) this document and the Nominee and Placement Agent Agreement constitute valid and legally binding obligations of the Issuer;
- (d) the execution and performance of its obligations under and in compliance with the provisions of this document and the Nominee and Placement Agent Agreement by the Issuer shall not: (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit to which the Issuer is subject; (ii) conflict with or result in any breach of any terms of or constitute a default under any bond or other instrument to which the Issuer is a party, or is subject, or by which it or any of its property is bound; (iii) contravene any provision of the Issuer's memorandum or articles of association;
- (e) no litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of the officers of the Issuer, threatened against the Issuer which could have a material adverse effect on the business, assets or financial condition of the Issuer; and
- (f) the Base Prospectus contains all material information with respect to the Issuer and that all information contained therein is in every material respect true and accurate and not misleading and that there are no other facts in relation to the Issuer, its business and financial position, the omission of which would in the context of issue of the Global Notes make any statement in the Base Prospectus misleading or inaccurate in any material respect.

The Issuer further represents and warrants to the Nominee and Placement Agent and each Participation Noteholder that rely on such representations and warranties, that: (a) every consent, authorisation, approval or registration with, or declaration to governmental or public bodies or authorities or courts, required by the Issuer in connection with the execution, validity, enforceability of the Agreement or the performance of its obligations under the Nominee and Placement Agent Agreement have been obtained or made and are in full force and effect and there has been no default in the observance of any of the conditions or restrictions, if any, imposed on, or in connection with, any of the same; (b) no default mentioned in this document or the Nominee and Placement Agent Agreement has occurred and is continuing.

## 9. FUNCTIONS AND POWERS OF THE NOMINEE AND PLACEMENT AGENT

The Nominee and Placement Agent may, but shall not be bound to, unless requested to do so in writing by not less than seventy-five percent (75%) in value of the Registered Investors, enforce or take any step to enforce the covenants in clause 7 hereof, and (subject to any such request as aforesaid) may waive on such terms and conditions as it shall deem expedient any of the covenants and provisions hereinabove contained and on the part of the Issuer to be performed and observed.

The Nominee and Placement Agent shall only be bound to monitor financial information relating to the Issuer, on behalf of the Registered Investors, as shall be forwarded to the Nominee and Placement Agent by the Issuer on an annual basis.

Without prejudice to the powers and reliefs conferred on the Nominee and Placement Agent by applicable law and by the Nominee and Placement Agent Agreement, the Nominee and Placement Agent shall have the following powers:

- (a) to employ and pay at the reasonable cost of the Issuer in discharge of its duties any agent to do anything or transact any business to be done or transacted under the Nominee and Placement Agent Agreement or the Base Prospectus, without being under any liability for any default of such agent; PROVIDED THAT prior to employing any agent as aforementioned, notice in writing of the estimated costs to be incurred is to be given to the Issuer;
- (b) to rely on the advice of any lawyer, broker, surveyor, valuer or accountant or other professional person without incurring any liability for so relying notwithstanding that such professional person may have been employed by the Issuer or may otherwise not be disinterested and without incurring liability for any error in the transmission of any such advice or by reason of the same not being authentic; and
- (c) to delegate any of its discretions under the Base Prospectus and the Nominee and Placement Agent Agreement to any officer or servant of the Nominee and Placement Agent believed by it to be competent and responsible and to delegate any of its powers and duties under the Base Prospectus and the Nominee and Placement Agent Agreement to such persons (including any such officer or servant as aforesaid) as it shall think fit, and to confer power to sub-delegate, without incurring any liability for the default of any person to whom such discretions powers or duties are delegated or sub-delegated;

And generally the Nominee and Placement Agent shall not be liable for any error of judgment committed in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts and its officers and agents shall be entitled to be indemnified by the Issuer so far as may be lawful in respect of all liabilities incurred in the execution of the Nominee and Placement Agent relationship arising in terms of the Nominee and Placement Agent Agreement.

## 10. EVENTS OF DEFAULTS

The Nominee and Placement Agent may at its discretion, and shall upon the request in writing of not less than seventy-five percent (75%) in value of the Registered Investors, by notice in writing to the Issuer declare that the Global Notes are, and shall accordingly immediately become, due and payable at their nominal value together with interest accrued on the occurrence of any of the following events (each an “**Event of Default**”):

- a) the Issuer fails to pay interest under the Global Notes on an Interest Payment Date and such failure continues for a period of sixty (60) days after written notice thereof shall have been given by the Global Noteholder;
- b) the Issuer fails to pay the principal amount of the Global Notes when due and such failure shall continue for sixty (60) days after written notice thereof shall have been given by the Nominee and Placement Agent to the Issuer;
- c) the Issuer fails to duly perform or shall otherwise be in breach of any other material obligation contained in the Base Prospectus and such failure is incapable of remedy or is not remedied within sixty (60) days after notice of such default shall have been given to the Issuer;
- d) an order is made or an effective resolution is passed for winding up of the Issuer;
- e) in terms of article 214(5) of the Companies Act, a court order or other judicial process is levied or enforced upon or sued out against a substantial part of the property of the Issuer and is not paid out, withdrawn, or discharged within one month;
- f) the Issuer stops or suspends payments (whether of principal or interest) with respect to the Global Notes or ceases or threatens to cease to carry on its business and such position is sustained for sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;
- g) the Issuer is unable to pay its debts within the meaning of article 214(5) of the Companies Act, or any statutory modification or re-enactment thereof;

- h) the Issuer substantially changes the object or nature of its business as currently carried on;
- i) any material indebtedness of the Issuer is not paid when due or becomes due and payable or any creditor of the Issuer becomes entitled to declare any such material indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Issuer in respect of indebtedness is not honoured when due and called upon; PROVIDED THAT for the purposes of this provision, material indebtedness shall mean an amount exceeding €2,000,000;
- j) it becomes unlawful at any time for the Issuer to perform all or any of its obligations to pay principal and interest under the Global Notes; or
- k) the Issuer is adjudicated or found bankrupt or insolvent, or an order is made by any competent court, or a resolution is passed by the Issuer or any other action is taken for the dissolution, liquidation, or winding-up of the Issuer.

Any notice, including any notice declaring Global Notes due shall be made by means of a written declaration delivered by hand or registered mail to the registered office of the Issuer. Upon any such notice being made as aforesaid the said principal monies and interest accrued under the Global Notes shall be deemed to have become immediately payable at the time of the Event of Default, which shall have happened as aforesaid.

#### **11. REGISTER OF GLOBAL NOTEHOLDERS**

The Issuer shall maintain a register, at its registered office or at such other place in Malta as the Board of the Issuer may determine, in which it shall enter the name and address of the Nominee and Placement Agent as the holder of the Global Notes, together with particulars of the Global Notes. A copy of such register shall at all reasonable times during business hours be open to inspection by the Nominee and Placement Agent at the registered office of the Issuer.

In the event that any Global Notes represented by a certificate shall be worn out, defaced, destroyed or lost, it may be replaced on such evidence being produced and such indemnity (if any) being given as the Issuer may at its discretion require and in accordance with the Global Notes register, and in the case of wearing out, or defacement, or change of address of the Global Noteholder, on delivery of the old certificate, and in the case of destruction or loss, on the execution of such indemnity as is considered necessary, and in any case upon the payment of €50 (fifty Euro). In case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Issuer all expenses incidental to the investigation by the Issuer of the evidence of such destruction or loss and to such indemnity.

#### **12. FURTHER ISSUES**

The Issuer may, from time to time, without the consent of the Global Noteholder, create and issue further bonds, notes, debentures or any other debt securities having such terms as the Issuer (as applicable) may determine at the time of their issue.

#### **13. GOVERNING LAW AND JURISDICTION**

The Global Notes have been created, and the Offer relating thereto is being made, in terms of the Act. From its inception the Global Note, and all contractual arrangements arising therefrom, shall be governed by and shall be construed in accordance with Maltese law.

Any legal action, suit, action or proceeding against the Issuer arising out of or in connection with a Global Note shall be brought exclusively before the Maltese Courts and the Global Noteholder shall be deemed to acknowledge that it is submitting to the exclusive jurisdiction of the Maltese Courts as aforesaid.

#### **14. NOTICES**

Notices will be mailed to the Global Noteholder at its registered address and shall be deemed to have been served at the expiration of twenty-four (24) hours after the letter containing the notice is posted, and in proving such service it shall be sufficient to prove that a prepaid letter containing such notice was properly addressed to such Global Noteholder at its registered address and posted.

## ANNEX A2: TERMS AND CONDITIONS OF THE PARTICIPATION NOTES

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE €5,000,000 PARTICIPATION NOTES BY THE NOMINEE AND PLACEMENT AGENT.

THE ISSUE OF THE PARTICIPATION NOTES IS BEING MADE SUBJECT TO THE PROVISIONS OF THE NOMINEE AND PLACEMENT AGENT AGREEMENT DATED 8 APRIL 2024 AND OF THESE TERMS AND CONDITIONS. A PARTICIPATION NOTEHOLDER AS WELL AS ANY PERSON HAVING AN INTEREST UNDER THE GLOBAL NOTES IS DEEMED TO HAVE INVESTED ONLY AFTER HAVING RECEIVED, READ AND UNDERSTOOD THE CONTENTS OF THIS DOCUMENT AND THEREFORE ONLY AFTER HAVING FULL KNOWLEDGE OF THE INFORMATION CONTAINED IN THIS DOCUMENT AND IS ACCORDINGLY DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND THE NOMINEE AND PLACEMENT AGENT AGREEMENT.

ALL THE TERMS USED HEREIN SHALL, UNLESS THE CONTEXT OTHERWISE REQUIRES OR UNLESS OTHERWISE DEFINED, HAVE THE SAME MEANING ATTRIBUTED TO THEM IN THE PROSPECTUS AND THE NOMINEE AND PLACEMENT AGENT AGREEMENT.

### 1. GENERAL

The Global Notes shall constitute the Issuer as the true and lawful debtor of the Offer Amount in favour of the Nominee and Placement Agent on behalf of the Registered Investors. The Participation Notes constitute the beneficial interest of the Participation Noteholders in the Global Note including the right to payment of principal and interest under the Global Notes.

The Participation Notes shall bear interest at the rate specified in the applicable Final Terms and in accordance with the terms and conditions set out therein.

The Participation Notes shall be redeemable at their nominal value including accrued but unpaid interest on the Redemption Date.

The Participation Notes are freely transferable, provided that any individual holder of Participation Notes shall maintain at all times a minimum holding as may be specified in the applicable Final Terms.

### 2. FORM, DENOMINATION AND TITLE

The Participation Notes shall be issued in fully certificated and registered form, without coupons.

Participation Notes shall be issued under the signature of a duly authorised signatory of the Nominee and Placement Agent.

The Nominee and Placement Agent shall maintain a Register of Investors which shall identify the Registered Investors from time to time. An entry in the Register of Investors shall be conclusive evidence of the beneficial interest of the person or persons named therein in the Global Note. The Register of Investors shall contain the following information:

- Name of the Registered Investor;
- Address of the Registered Investor;
- Identity Card number (in the case of an individual);
- Company Registration Number (in the case of a company);
- The value expressed in euro (€) of the beneficial interest of the Registered Investor in the Global Note; and
- Date of entry into the Register of Investors.

Every Registered Investor shall be entitled to be entered in the Register of Investors as a participant in the Global Notes and shall be entitled to receive from the Nominee and Placement Agent a Participation Note acknowledging the Registered Investors' beneficial interest in the Global Notes and evidencing the appropriate entry in the Register of Investors.

Any such Participation Note issued by the Nominee and Placement Agent in favour of a single or joint Registered Investor shall be for an amount not below the amount specified in the applicable Final Terms.

Joint Registered Investors shall be entitled to only one entry in the Register of Investors and accordingly to only one Participation Note. Such Participation Note shall be issued and delivered to that joint Registered Investor whose name first appears in the Register of Investors and the Nominee and Placement Agent shall not be bound to register more than three (3) persons as the joint Registered Investors.

### 3. INTEREST

The Participation Notes shall bear interest as at rate specified in the applicable Final Terms.

### 4. PAYMENTS

Payment of the principal amount (with interest accrued and unpaid to the Redemption Date) as well as payment of interest on the Participation Notes shall be made in Euro to the person in whose name such Participation Note is registered as at the close of business fifteen (15) days prior to the date set for redemption or fifteen (15) days prior to the relevant Interest Payment Date (as the case may be) against surrender of the Participation Note at the registered office of the Nominee and Placement Agent or at such other place in Malta as may be notified by the Nominee. Such payment shall be affected by direct credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the Participation Noteholder.



The Nominee and Placement Agent shall not be responsible for any loss or delay in transmission. The Nominee and Placement Agent shall affect payments of principal or interest within three (3) Business Days from the date of actual receipt of payment thereof from the Issuer.

All payments with respect to the Participation Notes are subject in all cases to any pledge (duly constituted) of the Participation Notes and to any applicable fiscal or other laws and regulations. In particular, but without limitation, all payments by the Nominee and Placement Agent in respect of the Participation Notes shall be made net of any amount which the Nominee and Placement Agent is compelled to deduct or withhold for or on account of any present or future taxes, duties, assessments or other government charges of whatsoever nature imposed or levied by or on behalf of the Government of Malta or authority thereof or therein having power to tax.

No commissions or expenses shall be charged to the Participation Noteholders in respect of such payments.

The Nominee and Placement Agent shall only be under an obligation to effect payments of principal or interest to the Participation Noteholders if it has effectively received such payments from the Issuer. No liability shall attach to the Nominee and Placement Agent if it fails to affect such payments to Participation Noteholders when such failure is due to the non-payment thereof by the Issuer.

Payment of the principal and, or interest by the Issuer to the Nominee and Placement Agent under the Global Note shall relieve the Issuer from any further liability, to the extent of the payment made, towards the Participation Noteholders and the Participation Noteholders shall have no right or claim against the Issuer should they not receive the relative payment from the Nominee and Placement Agent.

## **5. REDEMPTION**

Unless previously redeemed and cancelled, the Participation Notes shall be redeemed at their nominal value (together with interest accrued to the date set for redemption) on the Redemption Date. Partial redemptions are allowed on an Early Redemption Date.

Each Registered Investor may, even before the Redemption Date, apply to the Nominee and Placement Agent to have its Participation Notes or any part thereof cancelled, provided that in the case of a request for cancellation, the cancellation request shall be for any amount and in multiples of €1,000. The Nominee and Placement Agent may, but shall be under no obligation to, accede to such request, to be made in writing, by a Registered Investor. In the event that the Nominee and Placement Agent accedes to the Registered Investor's request it shall cancel the entry of such Registered Investor in the Register of Investors and the Participation Notes of the Registered Investor concerned in whole or in part, as the case may be, for the nominal value of the Participation Notes or that part thereof which is being cancelled. In such event (i) the Nominee and Placement Agent shall pay to the Registered Investor concerned the nominal value of that Registered Investor's Participation Notes and accrued and unpaid interest thereon; and (ii) the Nominee and Placement Agent shall be deemed to have a beneficial interest in the Global Note for the nominal value corresponding to the cancellation.

The Nominee and Placement Agent may also receive requests from persons willing to have a beneficial interest in the Global Note. The Nominee and Placement Agent may, from its own beneficial interest in the Global Note, if any, accede to such request, but shall be under no obligation to do so. In the event that the Nominee and Placement Agent accedes to such request it shall register the beneficial interest of such person in the Global Note in the Register of Investors and issue a Participation Note in terms of the provisions of these terms and conditions, against payment by the applicant of the value of his/her Participation Note.

In the event that the Issuer redeems the Global Note in whole or in part, the Nominee and Placement Agent shall redeem an equivalent amount of Participation Notes, such amount to be split between the Participation Noteholders according to their participation in proportion to the aggregate holding of Participation Notes.

Upon an early redemption, the Participation Notes shall be cancelled in whole or in part. The Participation Noteholder shall hand over the Participation Note, and in case of a redemption in part, receive a new Participation Note stating the new amount of the Participation Note.

The Nominee and Placement Agent may, at its discretion, charge a fee to Registered Investors for each cancellation and subsequent entry made in the Register of Investors, which fee shall not exceed €60 per cancellation or subsequent entry.

## **6. COVENANTS BY THE ISSUER**

The Issuer hereby covenants in favour of the Nominee and Placement Agent for the benefit of Registered Investors, that at all times during which any of the Global Note shall remain outstanding:

- (a) it shall, until the Global Notes have been redeemed, pay to the Nominee and Placement Agent, for the benefit of the Participation Noteholders, interest under the Global Note at the rate specified in the applicable Final Terms on each Interest Payment Date and the principal amount of the Global Note on the Redemption Date;

- (b) it shall keep proper books of account, and shall deliver to the Nominee and Placement Agent at least five (5) days before the annual general meeting of the Issuer each year a copy of the balance sheet and profit and loss account of the Issuer certified by the auditors of the Issuer and copies of the auditors' and directors' reports thereon, together with copies of any other documents required by law to be attached thereto; and
- (c) it shall carry on and conduct their business in a proper and efficient manner.

## 7. REPRESENTATION AND WARRANTIES

- (1) The Issuer represents and warrants to the Nominee and Placement Agent and each Participation Noteholder, and each of the Nominee and Placement Agent and Participation Noteholder rely on such representations and warranties, that:
  - (a) It is duly registered and validly existing under the laws of Malta and has the power to carry on its business as it is now being conducted and to hold its properties and other assets under valid legal title;
  - (b) It has the power to execute, deliver, and perform its obligations under this document;
  - (c) The Global Notes constitute valid and legally binding obligations of the Issuer;
  - (d) The execution and performance of its obligations under and in compliance with the provisions of the Global Notes by the Issuer shall not: (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit to which the Issuer is subject; (ii) conflict with or result in any breach of any terms of or constitute a default under any bond or other instrument to which the Issuer is a party, or is subject, or by which it or any of its property is bound; (iii) contravene any provision of the Issuer's memorandum or articles of association;
  - (e) No litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of the officers of the Issuer, threatened against the Issuer which could have a material adverse effect on the business, assets or financial condition of the Issuer;
  - (f) The Base Prospectus contains all material information with respect to the Issuer and that all information contained therein is in every material respect true and accurate and not misleading and that there are no other facts in relation to the Issuer, its business and financial position, the omission of which would in the context of issue of the Global Note make any statement in the Base Prospectus misleading or inaccurate in any material respect.
- (2) The Issuer further represents and warrants to the Nominee and Placement Agent and each Participation Noteholder that rely on such representations and warranties, that:
  - (a) every consent, authorisation, approval or registration with, or declaration to governmental or public bodies or authorities or courts, required by the Issuer in connection with the execution, validity, enforceability of the Nominee and Placement Agent Agreement or the performance of its obligations under the Nominee and Placement Agent Agreement has been obtained or made and are in full force and effect and there has been no default in the observance of any of the conditions or restrictions, if any, imposed in, or in connection with, any of the same; and
  - (b) no default mentioned in this document or the Nominee and Placement Agent Agreement has occurred and is continuing.

## 8. FUNCTIONS AND POWERS OF THE NOMINEE AND PLACEMENT AGENT

The Nominee and Placement Agent may, but shall not be bound to, unless requested to do so in writing by not less than seventy-five percent (75%) in value of the Registered Investors, enforce or take any step to enforce the covenants in clause 6 hereof, and (subject to any such request as aforesaid) may waive on such terms and conditions as it shall deem expedient any of the covenants and provisions hereinabove contained and on the part of the Issuer to be performed and observed.

The Nominee and Placement Agent shall only be bound to monitor financial information relating to the Issuer, on behalf of the Registered Investors, as shall be forwarded to the Nominee and Placement Agent by the Issuer on an annual basis.

The Nominee and Placement Agent shall have the following powers:

- (a) to rely on the advice of any lawyer, broker, surveyor, valuer or accountant or other professional person without incurring any liability for so relying notwithstanding that such professional person may have been employed by the Issuer or may otherwise not be disinterested and without incurring liability for any error in the transmission of any such advice or by reason of the same not being authentic;
- (b) to delegate any of its discretions under the Base Prospectus and the Nominee and Placement Agent Agreement to any officer or servant of the Nominee and Placement Agent believed by it to be competent and responsible and to delegate any of its powers and duties under the Prospectus and the Nominee and Placement Agent Agreement to such persons (including any such officer or servant as aforesaid) as it shall think fit, and to confer power to sub-delegate, without incurring any liability for the default of any person to whom such discretions powers or duties are delegated or sub-delegated;

## 9. EVENTS OF DEFAULTS (UNDER THE GLOBAL NOTES)

The Nominee and Placement Agent may at its discretion, and shall upon the request in writing of not less than seventy-five percent (75%) in value of the Registered Investors, by notice in writing to the Issuer declare that the Global Notes are, and shall accordingly immediately become, due and payable at their nominal value together with interest accrued on the occurrence of any of the following events (each an “**Event of Default**”):

- a) the Issuer fails to pay interest under the Global Note on an Interest Payment Date and such failure continues for a period of sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;
- b) the Issuer fails to pay the principal amount of the Notes when due and such failure shall continue for sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;
- c) the Issuer fails to duly perform or shall otherwise be in breach of any other material obligation contained in the Base Prospectus and such failure is incapable of remedy or is not remedied within sixty (60) days after notice of such default shall have been given to the Issuer;
- d) an order is made or an effective resolution is passed for winding up of the Issuer;
- e) in terms of article 214(5) of the Companies Act, a court order or other judicial process is levied or enforced upon or sued out against a substantial part of the property of the Issuer and is not paid out, withdrawn, or discharged within one month;
- f) the Issuer stops or suspends payments (whether of principal or interest) with respect to the Global Notes or ceases or threatens to cease to carry on its business and such position is sustained for sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;
- g) the Issuer is unable to pay its debts within the meaning of article 214(5) of the Companies Act, or any statutory modification or re-enactment thereof;
- h) the Issuer substantially changes the object or nature of their business as currently carried on;
- i) any material indebtedness of the Issuer is not paid when due or becomes due and payable or any creditor of the Issuer becomes entitled to declare any such material indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Issuer in respect of indebtedness is not honoured when due and called upon; PROVIDED THAT for the purposes of this provision, material indebtedness shall mean an amount exceeding €2,000,000;
- j) it becomes unlawful at any time for the Issuer to perform all or any of its obligations to pay principal and interest under the Global Notes; or
- k) the Issuer is adjudicated or found bankrupt or insolvent, or an order is made by any competent court, or a resolution is passed by the Issuer or any other action is taken for the dissolution, liquidation, or winding-up of the Issuer.

Any notice, including any notice declaring Global Notes due shall be made by means of a written declaration delivered by hand or registered mail to the registered office of the Issuer. Upon any such notice being made as aforesaid the said principal monies and interest accrued under the Global Notes shall be deemed to have become immediately payable at the time of the Event of Default, which shall have happened as aforesaid.

## 10. REGISTRATION AND REPLACEMENT OF THE PARTICIPATION NOTES

A register of the Participation Notes shall be maintained by the Nominee and Placement Agent at its registered office or at such other place in Malta as the Nominee and Placement Agent may determine, wherein there will be entered the names and addresses of the Participation Noteholders and particulars of the Participation Notes held by them respectively and a copy of such register will at all reasonable times during business hours be open to inspection by Participation Noteholders at the registered office of the Nominee and Placement Agent.

Any person becoming entitled to a Participation Note in consequence of bankruptcy or winding-up of a Participation Noteholder may, upon such evidence being produced as may from time to time properly be required by the Nominee, request in writing the redemption and cancellation of such Participation Note followed by the issuance of a new Participation Note of the same amount and may elect either to be registered himself as Participation Noteholder or to have some person nominated by him registered as Participation Noteholder.

All redemptions are subject to any pledge (duly constituted) of the Participation Notes and to any applicable laws and regulations.

In the event that any Participation Note represented by certificate shall be worn out, defaced, destroyed or lost, it may be replaced on such evidence being produced and such indemnity (if any) being given as the Nominee and Placement Agent may at its discretion require and in accordance with the Participation Note register, and in the case of wearing out, or defacement, or change of address of the Participation Noteholder, on delivery of the old certificate, and in the case of destruction or loss,

on the execution of such indemnity as is considered necessary, and in any case upon the payment of fifty euro (€50). In case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Nominee and Placement Agent all expenses incidental to the investigation by the Nominee and Placement Agent of the evidence of such destruction or loss and to such indemnity.

The Nominee and Placement Agent shall be required to provide the Issuer with an updated copy of the register of Participation Noteholders, including extracts therefrom, as may be required by the Issuer from time to time, and the Participation Noteholder shall by entering into the Subscription Agreement relative to the Participation Notes taken up by him be deemed to have given his express, unequivocal and irrevocable consent to the communication of such information to the Issuer.

## **11. TRANSFERABILITY OF THE PARTICIPATION NOTES**

The Participation Notes are freely transferable and once registered by the Nominee and Placement Agent, may be transferable in whole for the minimum face value as specified in the applicable Final Terms.

All transfers are subject in all cases to any pledge (duly constituted) of the Participation Notes and to any applicable laws and regulations.

The cost and expenses of effecting any registration of transfer, 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 person to whom the transfer has been made.

Any person to whom the transfer has been made shall, upon such evidence being produced as may from time to time properly be required by the Nominee and Placement Agent, request in writing the transfer of such Participation Note from a registered Participation Noteholder and may elect either to be registered himself as Participation Noteholder or to have some person nominated by him registered as Participation Noteholder.

The Nominee and Placement Agent will not register the transfer of Participation Notes for a period of 15 days preceding the due date for any payment of interest on the Participation Notes.

## **12. MEETINGS OF PARTICIPATION NOTEHOLDERS**

The provisions of the Base Prospectus and, or of the relevant Final Terms in respect of one or more Tranches, and, or of the Nominee and Placement Agent Agreement may be amended with the approval of Registered Investors at a meeting called by the Nominee and Placement Agent, in accordance with the terms hereunder, for the purpose of consultation with Participation Noteholders or for the purpose of any of the following: (i) considering and approving any matter affecting their interest, including the amendment, modification, waiver, abrogation or substitution of any of the terms and conditions and the rights of the Participation Noteholders; (ii) considering and approving the exchange or substitution of the Participation Notes by, or the conversion of the Participation Notes into, shares, debentures or other obligations or securities of the Issuer; and (iii) obtaining the consent of Participation Noteholders on other matters which in terms of the Base Prospectus require the approval of a meeting of Participation Noteholders.

In the event that the Issuer wishes to amend any of the provisions set out in the Base Prospectus, relevant Final Terms, or of the Nominee and Placement Agent Agreement, it shall call upon the Nominee and Placement Agent, in writing, seeking its consent to such amendment or amendments. The Nominee and Placement Agent, prior to granting or refusing such consent, shall call a meeting of Participation Noteholders registered in the Register of Investors as at that date, by giving such Participation Noteholders not less than 14 days' notice in writing, setting out in the notice the time, place and date set for the meeting and the matters to be discussed thereat, including sufficient information on any amendment of the Base Prospectus, relevant Final Terms, or the Nominee and Placement Agent Agreement that is proposed to be voted upon at the meeting and seeking the approval of the Participation Noteholders registered as aforesaid. Following a meeting of Participation Noteholders held in accordance with the provisions contained hereunder, the Nominee and Placement Agent shall, acting in accordance with the resolution(s) taken at the meeting, communicate to the Issuer whether its consent to a request of the Issuer is granted or withheld. Subject to having obtained the necessary approval by the said Participation Noteholders in accordance with the terms set out hereunder at a meeting called for that purpose as aforesaid, any such proposed amendment or amendments to the provisions set out in the Base Prospectus, relevant Final Terms, or Nominee and Placement Agent Agreement shall subsequently be given effect to by the Issuer in consultation with the Nominee and Placement Agent.

For all intents and purposes, it is hereby set out that any meeting of Participation Noteholders shall be held in accordance with the provisions of the Nominee and Placement Agent Agreement and the procedure set out below:

- i. A meeting of Participation Noteholders shall be called by giving Participation Noteholders not less than fourteen (14) days' notice in writing, setting out in the notice the time, place and date set for the meeting and the matters to be discussed thereat.
- ii. A meeting of Participation Noteholders shall only validly and properly proceed to business if there is a quorum present at the commencement of the meeting. For this purpose at least two (2) Participation Noteholders present, in person or by proxy, representing not less than fifty per cent (50%) in nominal value of the Participation Notes then outstanding, shall constitute a quorum. If a quorum is not present within thirty (30) minutes from the time scheduled for the commencement of the meeting as indicated on the notice convening same, the meeting shall stand adjourned to a place, date and time as shall be communicated by the Directors to the Participation Noteholders present at that meeting. An adjourned

meeting shall be held not earlier than five (5) days, and not later than fifteen (15) days, following the original meeting. At an adjourned meeting the number of Participation Noteholders present, in person or by proxy, shall constitute a quorum; and only the matters specified in the notice calling the original meeting shall be placed on the agenda of, and shall be discussed at, the adjourned meeting.

- iii. Once a quorum is declared present by the Chairman of the meeting (who shall be the person who in accordance with the Memorandum and Articles of Association would chair a general meeting of members of the Issuer), the meeting may then proceed to business and address the matters set out in the notice convening the meeting. In the event of decisions being required at the meeting, the Directors or their representative shall present to the Participation Noteholders the reasons why it is deemed necessary or desirable and appropriate that a particular decision is taken, including but not limited to why the terms and conditions of Issue of the Participation Notes ought to be amended as proposed by the Issuer. The meeting shall allow reasonable and adequate time to Participation Noteholders to present their views to the Issuer and the other Participation Noteholders present at the meeting. The meeting shall then put the matter as proposed by the Issuer to a vote of the Participation Noteholders present at the time at which the vote is being taken, and any Participation Noteholders taken into account for the purpose of constituting a quorum who are no longer present for the taking of the vote shall not be taken into account for the purpose of such vote.
- iv. The voting process shall be managed by the Company Secretary under the supervision and scrutiny of the auditors of the Issuer.
- v. The proposal placed before a meeting of Participation Noteholders shall only be considered approved if at least seventy-five percent (75%) in nominal value of the Participation Noteholders present at the meeting at the time at which the vote is being taken, in person or by proxy, shall have voted in favour of the proposal.

Save for the above, the rules generally applicable to the Issuer during general meetings of shareholders of the Issuer shall apply *mutatis mutandis* to meetings of Participation Noteholders.

### **13. PARTICIPATION NOTES HELD JOINTLY**

In respect of a Participation Note held jointly by several persons (including but not limited to husband and wife), the joint Participation Noteholders shall nominate one of their number as their representative and his/her name will be entered in the register with such designation. Such person shall, for all intents and purposes, be deemed to be the registered holder of the Participation Note so held. In the absence of such nomination and until such nomination is made, the person first named on the register in respect of such Participation Note shall, for all intents and purposes, be deemed to be the registered holder of the Participation Note so held. The Nominee and Placement Agent shall not be bound to register more than three persons as the joint Registered Investors.

### **14. PARTICIPATION NOTES HELD SUBJECT TO USUFRUCT**

In respect of a Participation Note held subject to usufruct, the name of the bare owner and the usufructuary shall be entered in the register. The usufructuary shall for all intents and purposes be deemed, vis-a-vis the Nominee and Placement Agent, to be the holder of the Participation Note so held and shall have the right to receive interest on the Participation Note, but shall not, during the continuance of the Participation Note, have the right to dispose of the Participation Note so held without the consent of the bare owner.

### **15. GOVERNING LAW AND JURISDICTION**

The Participation Notes and all contractual arrangements arising therefrom are governed by and shall be construed in accordance with Maltese law.

Any legal action, suit, action or proceeding against the Issuer arising out of or in connection with a Participation Note shall be brought exclusively before the Maltese Courts and the Participation Noteholders shall be deemed to acknowledge that they are submitting to the exclusive jurisdiction of the Maltese Courts as aforesaid.

### **16. NOTICES**

Notices will be mailed to Participation Noteholders at their registered addresses and shall be deemed to have been served at the expiration of twenty-four (24) hours after the letter containing the notice is posted, and in proving such service it shall be sufficient to prove that a prepaid letter containing such notice was properly addressed to such Participation Noteholder at his/her registered address and posted.