



**BASE
PROSPECTUS**

Base Prospectus

29 August 2025

This Base Prospectus is issued in accordance with the provisions of Chapter 4 of the Capital Markets Rules issued by the Malta Financial Services Authority and in accordance with the Prospectus Regulation in relation to a:

SECURED BONDS ISSUANCE PROGRAMME

of up to €25,000,000 issued by:



AGB FINANCE P.L.C.

a public limited liability company duly incorporated under the laws of Malta
with company registration number C 112318
with the joint and several Guarantee* of

AB INVESTMENTS LIMITED

a private limited company registered in Malta with company registration number C 70554

**Prospective investors are to refer to the Guarantee contained in Annex I of this Base Prospectus and Section 18.4 of this Base Prospectus for a description of the Guarantee*

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 AUTHORISED THE ADMISSIBILITY OF THE BONDS ISSUED FROM TIME TO TIME PURSUANT TO THE SECURED BONDS ISSUANCE PROGRAMME AS LISTED FINANCIAL INSTRUMENTS. THE MALTA FINANCIAL SERVICES AUTHORITY ONLY APPROVES THIS BASE PROSPECTUS AS MEETING THE STANDARDS OF COMPLETENESS, COMPREHENSIBILITY AND CONSISTENCY IMPOSED BY THE PROSPECTUS REGULATION. SUCH APPROVAL SHOULD NOT HOWEVER BE CONSIDERED AS AN ENDORSEMENT OF THE ISSUER OR OF THE QUALITY OF THE BONDS THAT ARE THE SUBJECT OF THIS BASE PROSPECTUS. IN PROVIDING THIS AUTHORISATION, THE MALTA FINANCIAL SERVICES AUTHORITY DOES NOT GIVE ANY CERTIFICATION REGARDING THE POTENTIAL RISKS IN INVESTING IN ANY INSTRUMENT 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 SUCH INSTRUMENTS.

THE MALTA FINANCIAL SERVICES AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE CONTENTS OF THE BASE PROSPECTUS OR THE APPLICABLE FINAL TERMS, MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER, FOR ANY LOSS HOWSOEVER ARISING FROM, OR IN RELIANCE UPON, THE WHOLE OR ANY PART OF THE CONTENTS OF THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS, INCLUDING ANY LOSSES INCURRED BY INVESTING IN THE SECURITIES ISSUED BY THE ISSUER.

A PROSPECTIVE INVESTOR SHOULD ALWAYS SEEK FINANCIAL ADVICE BEFORE DECIDING TO INVEST IN ANY LISTED FINANCIAL INSTRUMENT. A PROSPECTIVE INVESTOR SHOULD BE AWARE OF THE POTENTIAL RISKS IN INVESTING IN THE BONDS OF THE ISSUER AND SHOULD MAKE THE DECISION TO INVEST ONLY AFTER CAREFUL CONSIDERATION AND CONSULTATION WITH HIS OR HER OWN FINANCIAL ADVISOR.

SPONSOR, MANAGER
& REGISTRAR

Calamatta Cuschieri

FINANCIAL
ADVISOR



REPORTING
ACCOUNTANTS

forv/s
mazars

SECURITY
TRUSTEE



LEGAL
COUNSEL

salibastafrece
LEGAL

Approved by the Directors:

Alan Bonnici

in his capacity as director of the Issuer and for and on behalf of
Sam Abela, Michael Sciriha and Arthur Gauci

Important Information

THIS BASE PROSPECTUS CONTAINS INFORMATION ON THE ISSUER AND THE BUSINESS OF THE GROUP OF WHICH IT FORMS PART AND THE SECURED BONDS ISSUANCE PROGRAMME, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CAPITAL MARKETS RULES, THE COMPANIES ACT (CAP. 386 OF THE LAWS OF MALTA) AND THE PROSPECTUS REGULATION.

NO BROKER, DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORISED BY THE ISSUER, OR ITS DIRECTORS, TO PUBLISH OR ISSUE ANY ADVERTISEMENT OR TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE ISSUER AND/OR THE SECURED BONDS ISSUANCE PROGRAMME OTHER THAN THOSE CONTAINED IN THIS BASE PROSPECTUS AND THE APPLICABLE FINAL TERMS AND IN THE DOCUMENTS REFERRED TO THEREIN, AND IF PUBLISHED, ISSUED, GIVEN OR MADE, SUCH ADVERTISEMENT, INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE ISSUER, ITS DIRECTORS OR ADVISORS.

ALL THE ADVISORS TO THE ISSUER NAMED UNDER THE HEADING 'ADVISORS' IN SECTION 5.3 OF THIS BASE PROSPECTUS HAVE ACTED AND ARE ACTING EXCLUSIVELY FOR THE ISSUER IN RELATION TO THE BASE PROSPECTUS AND 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 AND ANY FINAL TERMS.

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

THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS DO NOT CONSTITUTE, AND MAY NOT BE USED FOR PURPOSES OF, AN OFFER OR INVITATION TO SUBSCRIBE FOR SECURITIES BY ANY PERSON IN ANY JURISDICTION: (I) IN WHICH SUCH OFFER OR INVITATION IS NOT AUTHORISED; OR (II) IN WHICH THE PERSON MAKING SUCH OFFER OR INVITATION IS NOT QUALIFIED TO DO SO; OR (III) TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR INVITATION.

THE DISTRIBUTION OF THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS IN CERTAIN JURISDICTIONS MAY BE RESTRICTED AND ACCORDINGLY, PERSONS INTO WHOSE POSSESSION THESE ARE RECEIVED ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, SUCH RESTRICTIONS.

IT IS THE RESPONSIBILITY OF ANY PERSONS IN POSSESSION OF THIS BASE PROSPECTUS AND THE APPLICABLE FINAL TERMS AND ANY PERSONS 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 APPLICABLE EXCHANGE CONTROL REQUIREMENTS AND TAXES IN THE COUNTRIES OF THEIR NATIONALITY, RESIDENCE OR DOMICILE.

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 APPLICABLE FINAL TERMS 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 APPLICABLE FINAL TERMS OR 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 THE 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 SECURITIES.

A COPY OF THE BASE PROSPECTUS HAS BEEN SUBMITTED TO THE MALTA FINANCIAL SERVICES AUTHORITY IN SATISFACTION OF THE CAPITAL MARKETS RULES, THE MALTA STOCK EXCHANGE IN SATISFACTION OF THE MALTA STOCK EXCHANGE BYE-LAWS AND HAS BEEN DULY FILED WITH THE REGISTRAR OF COMPANIES, IN ACCORDANCE WITH THE ACT. A COPY OF THE RELEVANT FINAL TERMS WILL ALSO AT THE RELEVANT TIME OF ISSUE OF THE RELEVANT TRANCHE OR SERIES OF BONDS BE FILED WITH THE MALTA FINANCIAL SERVICES AUTHORITY IN SATISFACTION OF THE CAPITAL MARKETS RULES.

STATEMENTS MADE IN THIS BASE PROSPECTUS AND THE APPLICABLE FINAL TERMS ARE, EXCEPT WHERE OTHERWISE STATED, BASED ON THE LAW AND PRACTICE CURRENTLY IN FORCE IN MALTA AS AT THE DATE THEREOF AND ARE SUBJECT TO CHANGES THEREIN.

THE BASE PROSPECTUS AND THE FINAL TERMS AND THE OFFERING, SALE OR DELIVERY OF ANY SECURITIES ISSUED BY THE ISSUER MAY NOT BE TAKEN AS AN IMPLICATION: (I) THAT THE INFORMATION CONTAINED IN SUCH DOCUMENTS IS ACCURATE AND COMPLETE SUBSEQUENT TO THEIR RESPECTIVE 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 AND/OR THE APPLICABLE FINAL TERMS 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 TWELVE MONTHS FROM THE DATE HEREOF. FOLLOWING THE LAPSE OF THIS VALIDITY PERIOD, THE ISSUER IS NOT OBLIGED TO UPDATE OR SUPPLEMENT THE BASE PROSPECTUS IN THE EVENT OF SIGNIFICANT NEW FACTORS, MATERIAL MISTAKES OR MATERIAL INACCURACIES. THE MALTA FINANCIAL SERVICES AUTHORITY 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 OR SERIES OF BONDS, BUT SUCH FINAL TERMS OUGHT TO BE FILED WITH THE MALTA FINANCIAL SERVICES AUTHORITY.

UNLESS OTHERWISE STATED, 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. 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 ANY SECURITIES ISSUED BY THE ISSUER.

THE DIRECTORS OF THE COMPANY 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 COMPANY 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 AND THE APPLICABLE FINAL TERMS AS A WHOLE AND SHOULD CONSULT THEIR OWN FINANCIAL AND OTHER PROFESSIONAL ADVISORS.

THE BASE PROSPECTUS AND FINAL TERMS ARE TO BE READ IN THEIR ENTIRETY AND CONSTRUED IN CONJUNCTION WITH EACH OTHER AND ANY SUPPLEMENT THERETO AND ANY DOCUMENTS THAT ARE INCORPORATED BY REFERENCE THEREIN.

Table of Contents

1.	DEFINITIONS	6
2.	GENERAL DESCRIPTION OF THE SECURED BONDS ISSUANCE PROGRAMME	12
3.	RISK FACTORS	13
	<i>Forward-looking Statements</i>	14
	3.1 Risks relating to the Issuer	14
	<i>Risks relating to the Issuer's Business and its reliance on the Group</i>	14
	3.2 Risks relating to the Guarantor and the Group	14
	<i>Economic and financial risks</i>	15
	<i>Business and operational risks</i>	15
	<i>Legal and regulatory risks</i>	17
	3.3 Risks relating to the Bonds	18
	3.4 Risks relating to the Collateral and the Guarantee	20
4.	RESPONSIBILITY, AUTHORISATION STATEMENT AND CONSENT FOR USE	21
	4.1 Persons responsible	21
	4.2 Authorisation statement	21
	4.3 Consent for use of the Base Prospectus and Final Terms	21
5.	IDENTITY OF THE DIRECTORS, ADVISORS AND AUDITORS	23
	5.1 Directors of the Issuer and the Guarantor	23
	5.2 Company Secretary of the Issuer and the Guarantor	23
	5.3 Advisors	24
	5.4 Auditors of the Issuer and the Guarantor	24
	5.5 Security Trustee	24
6.	INFORMATION ABOUT THE ISSUE AND THE GROUP	25
	6.1 History and Development of the Issuer	25
	6.2 History and Development of the Guarantor	25
	6.3 Organisational Structure of the Group	25
7.	BUSINESS OVERVIEW OF THE GROUP AND INVESTMENTS	27
	7.1 Principal Activities and Markets	27
	7.2 Business overview of the Group	27
8.	FINANCING AND SOLVENCY	31
	8.1 Solvency and credit ratings	31
	8.2 Financing and funding structure of the Issuer and the Group	31
9.	TREND INFORMATION	34
10.	FINANCIAL INFORMATION	36
11.	ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES	42
	11.1 Board of Directors of the Issuer	42
	11.2 Board of directors of the Guarantor	42
	11.3 Curriculum vitae of directors of the Issuer and the Guarantor	42
	11.4 Management structure and management team	44
	11.5 Conflicts of interest	44
12.	BOARD PRACTICES	45
	12.1 Audit Committee	45
	12.2 Compliance with corporate governance requirements	46

13.	MAJOR SHAREHOLDERS	47
13.1	The Issuer	47
13.2	The Guarantor	47
14.	LITIGATION	47
15.	ADDITIONAL INFORMATION	48
15.1	Share Capital of the Issuer	48
15.2	Memorandum and Articles of Association of the Issuer	48
15.3	Share Capital of the Guarantor	48
15.4	Memorandum and Articles of Association of the Guarantor	48
16.	MATERIAL CONTRACTS	49
17.	PROPERTY VALUATION REPORT	49
18.	TERMS AND CONDITIONS OF THE SECURED BONDS ISSUANCE PROGRAMME	50
18.1	General	50
18.2	Registration, form and title	50
18.3	Denomination and minimum subscription amount	51
18.4	Status and ranking of the Bonds and Collateral	51
18.5	Rights attaching to the Bonds	51
18.6	Bond Issue Price and Redemption Value, redemption and purchase	52
18.7	Interest	52
18.8	Yield	52
18.9	Payments	52
18.10	Limits of the validity of claims	53
18.11	Events of Default	53
18.12	Transferability of the Bonds	54
18.13	Further issues	54
18.14	Resolutions and meetings of Bondholders	55
18.15	Bonds held jointly	56
18.16	Bonds held subject to usufruct	56
18.17	Authorisations and approvals	56
18.18	Representations and warranties	56
18.19	Notices	57
18.20	Governing law and jurisdiction	57
19.	TERMS AND CONDITIONS OF APPLICATION FOR BONDS	58
20.	TAXATION	62
20.1	Malta tax on interest	63
20.2	Maltese tax on capital gains on transfer of the Bonds	63
20.3	Duty on documents and transfers	63
20.4	Exchange of information	63
21.	THIRD PARTY INFORMATION STATEMENTS BY EXPERTS AND DECLARATIONS OF ANY INTEREST	65
22.	AUTHORISATIONS AND APPROVALS, LISTING AND ADMISSION TO TRADING	65
23.	DOCUMENTS AVAILABLE FOR INSPECTION	65
24.	FORM OF FINAL TERMS	67
	ANNEX I • GUARANTEE	72

1. Definitions

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

Act	The Companies Act, 1995, Cap. 386, Laws of Malta;
AGB Holdings Limited	AGB Holdings Limited, a limited liability company registered under the laws of Malta, with company registration number C 76725, having its registered office at Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta;
Applicant/s	A person or persons, in the case of joint applicants, who subscribe(s) for the Bonds;
Application	The application to subscribe for Bonds made by an Applicant/s through any of the Authorised Financial Intermediaries in accordance with the terms of the applicable Final Terms;
Authorised Financial Intermediaries	The financial intermediary/ies whose details appear in Annex II to the relevant Final Terms;
Bank Security Interests	The security interests, including <i>inter alia</i> special hypothecs and special privileges currently encumbering certain properties of the Guarantor or parts thereof to secure the Relevant Bank Loans due by the Guarantor to APS Bank p.l.c. (C 2192), as referred to under the heading 'Bank Financing of the Group' under section 8.2 of this Base Prospectus;
Base Prospectus or Prospectus	This document in its entirety;
Bondholders	The holders of Bonds, each a "Bondholder" ;
Bond Issue	The issue of Bonds being made pursuant to the Secured Bonds Issuance Programme and in accordance with the terms and conditions of this Base Prospectus and applicable Final Terms;
Bond Issue Price	The price of a Bond in a Tranche to be paid on subscription, which price is set out in the Final Terms applicable to such Tranche;
Bond Obligations	the punctual performance by the Issuer of all its obligations in relation to a Tranche, including the repayment of principal and payment of interest thereon;
Bonds	The secured bonds to be issued by the Issuer pursuant to the Secured Bonds Issuance Programme;

Business Day	Any day between Monday and Friday, both days included, on which commercial banks in Malta settle payments and are open for normal banking business;
Cantera Development	The block of apartments situated at 'Cantera Mansions', Misrah il-Barrieri Street, Msida, currently co-owned by the Guarantor, as further described under the sub-heading 'F. Misrah il-Barrieri Msida Development – Msida' under section 7.2 of this Base Prospectus;
Capital Markets Rules	The capital markets rules issued by the Malta Financial Services Authority in terms of the Financial Markets Act (Cap. 345 of the Laws of Malta), as may be amended from time to time;
Collateral or Security	Any Hypothecs and any other security which may be held in trust for the Bondholder/s of a particular Tranche or Series under the terms of a Security Trust Deed including, <i>inter alia</i> , the Bond proceeds held by and prior to release by the Security Trustee, as specified in the relevant Final Terms;
Corks Hotel	The hotel situated at 56, Triq San Gorg, San Giljan, currently owned by the Guarantor, as further described under the sub-heading 'B. Corks Hotel – St. Julians' under section 7.2 of this Base Prospectus;
CSD	The Central Securities Depository of and operated by the Malta Stock Exchange set up and authorised in terms of the Financial Markets Act, 1990 (Cap. 345 of the Laws of Malta), or any other central securities depository appointed by the Issuer from time to time;
Directors or Board	The directors of the Issuer whose names are set out under the heading 'Directors of the Issuer' in section 5.1 of this Base Prospectus;
Euro or €	The official currency of the member States of the European Union that form part of the Euro-zone, including Malta;
Events of Default	Any of the events specified in section 18.11 of this Base Prospectus;
Final Terms	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 Bonds in respect of which they are drawn up;
G Hotel	The hotel situated at 52, Triq San Gorg, San Giljan, currently owned by the Guarantor, as further described under the sub-heading 'A. G Hotel – St. Julians' under section 7.2 of this Base Prospectus;
Group	The Guarantor and its direct or indirect Subsidiaries, currently this being the Issuer, and the term "Group Company" shall mean any one of the companies forming part of the Group;

Guarantee	The joint and several guarantee dated 29 August 2025 granted by the Guarantor as security for the punctual performance of the Issuer's payment obligations under the various Tranches issued from time to time under the Secured Bonds Issuance Programme, subject to the terms and conditions contained in the Security Trust Deed and as the same is held on trust for the benefit of the Bondholders by the Security Trustee. A copy of the Guarantee, which contains a description of the nature and scope and the terms of the Guarantee, is appended to this Base Prospectus as Annex I thereto;
Guarantor or AB Investments Limited	AB Investments Limited, a limited liability company registered under the laws of Malta with company registration number C 70554 and having its registered office at Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta;
Gzira Hotel	The hotel situated at 14, 15, 16, 17 and 17A, Triq l-Imsida, Gzira, currently owned by the Guarantor, as further described under the sub-heading 'C. Gzira Hotel – Gzira' under section 7.2 of this Base Prospectus;
Gzira Commercial Outlets	The commercial outlets situated at 'Jungle Joy', Msida Road, Gzira and 'Chef Choice', Triq ix-Xatt, Gzira, currently owned by the Guarantor, as further described under the sub-heading 'D. Gzira Commercial Outlets – Gzira' under section 7.2 of this Base Prospectus;
Hypothec	Any hypothec given over a Secured Asset to be constituted by one or more Security Providers in favour of the Security Trustee as security for the observance by the Issuer of Bond Obligations in respect of a particular Tranche or Series, as specified in the relevant Final Terms;
Interest Payment Date	The date specified in the relevant Final Terms for when interest on a Tranche shall be due;
Issue Date	The expected date of issue of Bonds of any Tranche, as set out in the relevant Final Terms;
Issuer or Company	AGB Finance p.l.c., a limited liability company registered under the laws of Malta with company registration number C 112318 and having its registered office Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta;
Intermediaries' Offer	An offer for subscription of Bonds of any Tranche which may be made by the Issuer to the Authorised Financial Intermediaries through subscription agreements as may be set out in the relevant Final Terms;
Malta Financial Services Authority	The Malta Financial Services Authority, established in terms of Article 3 of the Malta Financial Services Authority Act (Cap. 330 of the Laws of Malta), and which has been appointed by the Financial Markets Act (Cap. 345 of the Laws of Malta) as the competent authority to approve prospectuses of any offer of securities to the public in Malta;

Malta Stock Exchange	Malta Stock Exchange p.l.c., as originally constituted in terms of the Financial Markets Act (Cap. 345 of the Laws of Malta) with company registration number C 42525 and having its registered office at Garrison Chapel, Castille Place, Valletta VLT 1063, Malta;
Malta Stock Exchange Bye-Laws	The Malta Stock Exchange Bye-Laws issued by the authority of the board of directors of Malta Stock Exchange, as may be amended from time to time;
Memorandum and Articles of Association	The memorandum and articles of association of the Issuer in force at the time of publication of this Base Prospectus;
Offer Period	The period during which each Tranche of Bonds will be on offer for subscription, details of which will be specified in the applicable Final Terms;
Official List	The list prepared and published by the Malta Stock Exchange as its official list in accordance with the Malta Stock Exchange Bye-Laws;
Placement Agreements	The conditional placement agreements which may be entered into between the Issuer and any Authorised Financial Intermediaries, as may be set out in the relevant Final Terms;
Property Valuation Report	The valuation report dated 10 July 2025 and prepared by Architect Elena Borg Costanzi referring to property owned by the Group which is available for inspection as set out in Section 23 of this Base Prospectus;
Prospectus Regulation	Regulation (EU) 2017/1129 of 14 June 2017 of the European Parliament and of the Council on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as may be amended and/or supplemented from time to time;
Redemption Date	The date upon which the Bonds under a Tranche will be redeemed in full by the Issuer, which date shall be set out in the relevant Final Terms;
Redemption Value	The redemption amount to be paid to a Bondholder in respect of the redemption of a Bond on the applicable Redemption Date, apart from any interests accrued up to such date, which shall be the nominal value of such Bond;
Registrar of Companies	The person appointed as Registrar of Companies by the Minister responsible for the registration of commercial partnerships in terms of Article 400 of the Act;
Relevant Bank Loans	The existing bank loans due by the Guarantor to APS Bank p.l.c., as referred to in rows 1 to 3 of Table B under the heading 'Bank financing of the Group' under section 8.2 of this Base Prospectus, which at the date of this Base Prospectus are secured <i>inter alia</i> by Bank Security Interests;

Secured Asset	Any immovable property subject to a Hypothec forming part of the Security in respect of a particular Tranche or Series, where applicable, as specified in the relevant Final Terms;
Secured Bonds Issuance Programme	The issue of Bonds being made from time to time pursuant to this Base Prospectus;
Security Providers	Any person specified in the relevant Final Terms, providing all or part of the Security in respect of a particular Tranche or Series;
Security Trust Deed	The security trust deed to be entered into between the Issuer, the Guarantor, the Security Trustee, and a Security Provider where applicable;
Security Trustee	Finco Trust Services Limited, a private limited liability company duly registered and validly existing under the laws of Malta, with company registration number C 13078 and having its registered office at The Bastions Office No.2, Emvin Cremona Street, Floriana FRN1281, Malta, duly authorised under the Trusts and Trustees Act (Cap. 331 of the Laws of Malta);
Series	One or more Tranches of Bonds, which are expressed to be consolidated and forming a single series and identical in all respects except for the issue amount, issue date, interest commencement date, and possibly Interest Payment Date, Bond Issue Price, Redemption Date and/or Security;
Sliema Development	The mixed use (commercial and residential) development proposed to be carried out at the site situated at 80 and 80A, Sqaq il-Fawwara, Sliema, subject to planning permit being obtained, as further described under the sub-heading 'E. Sliema Development – Sliema' under section 7.2 of this Base Prospectus;
Sponsor or Manager or Registrar	Calamatta Cuschieri Investment Services Limited, a private limited liability company registered under the laws of Malta having its registered office at Ewropa Business Centre, Triq Dun Karm, Birkirkara BKR 9034, Malta and bearing company registration number C 13729. Calamatta Cuschieri Investment Services Limited is authorised to conduct investment services by the Malta Financial Services Authority in terms of the Investment Services Act (Cap. 370 of the laws of Malta) and is a member of the Malta Stock Exchange;
Subsidiary	When such term used in respect of an undertaking, namely a parent undertaking, it means an undertaking which is such parent undertaking's direct or indirect "subsidiary undertaking", as such latter term is defined in Article 2(2)(c) of the Act, and for such purpose the term "parent undertaking" shall have the meaning assigned to it in Article 2(2)(a) of the Act, and "Subsidiaries" shall be construed accordingly;

Terms and Conditions	The terms and conditions of issue of the Bonds, set out in sections 18 and 19 of this Base Prospectus;
Tranche	A tranche of Bonds issued pursuant to the Secured Bonds Issuance Programme pursuant to this Base Prospectus (as may be supplemented or amended from time to time) and the relevant Final Terms.

All references in the Base Prospectus to “Malta” are to the “*Republic of Malta*”.

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 also 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) any references to a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations or trusts;
- e) any phrase introduced by the term “*including*”, “*include*”, “*in particular*” or any similar expression is illustrative only and does not limit the sense of the words preceding the term; and
- f) any references to a law, legislative act and/or other legislation shall mean that particular law, legislative act and/or legislation as in force at the time of issue of this Base Registration Document.

2. General Description of the Secured Bonds Issuance Programme

Under the Secured Bonds Issuance Programme, the Issuer may, from time to time, issue Bonds in one or more tranches. The maximum aggregate principal amount of the Bonds from time to time outstanding under the Secured Bonds Issuance Programme shall not exceed €25,000,000.

The reason for the offer and use of proceeds will be provided in the relevant Final Terms but are generally expected to go towards re-financing, capital expenditure and used to meet general corporate funding requirements of the Group.

The Bonds may be issued on a continuing basis and may be distributed by way of offers to the public, including through intermediaries' offers or via placements with Authorised Financial Intermediaries, for their own account, or on account of their underlying investors. The method of distribution of each Tranche will be stated in the applicable Final Terms.

Subject to the restrictions and conditions set out in this Base Prospectus, the categories of prospective investors to which the Bonds are intended to be offered are retail and/or non-retail investors in Malta. A proportion of any Tranche may be reserved for subscription by specified classes of investors, including but not limited to holders of existing securities issued by the Issuer as at the date hereof (as applicable). There are no restrictions on the free transferability of the Bonds.

Bonds will be issued in Tranches, each Tranche consisting of Bonds which are identical in all respects except for the issue amount, the issue date, interest commencement dates, and possibly Interest Payment Date, Bond Issue Price, Redemption Date and/or Security. One or more Tranches, which are expressed to be consolidated and forming a single Series and identical in all respects, except for issue amount, issue date, interest commencement dates, and possibly, Interest Payment Date, Bond Issue Price, Redemption Date and/or Security may form a single Series of Bonds. Bonds may be issued as part of an existing Series or as a new Series. The specific terms governing each Tranche will be set forth in the applicable Final Terms.

Bonds will be issued bearing a fixed rate of interest throughout the entire term of the Bonds, as specified in the applicable Final Terms, and will be payable on that basis. Bonds will be issued at a Bond Issue Price which may be at par or at a discount to, or a premium over, par.

Bonds will be issued in such denominations as may be determined by the Issuer and as indicated 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 the website of the Issuer (www.agb.com.mt) and, in respect of Final Terms issued after the date when the Issuer becomes a listed company, also by means of electronic publication on the website of the Malta Stock Exchange (www.borzamalta.com.mt) and such Final Terms shall also be made available on the website of the Issuer. Any notice so given will be deemed to have been validly given on the date of such publication.

Tranches may be issued and offered under the Secured Bonds Issuance Programme for a period of up to 12 months from the date of approval of the Base Prospectus. Application will be made in respect of the admission to trading of individual Tranches on the Official List of the Malta Stock Exchange.

3. Risk Factors

PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER WITH THEIR OWN FINANCIAL AND OTHER PROFESSIONAL ADVISORS THE FOLLOWING RISK FACTORS AND OTHER INVESTMENT CONSIDERATIONS, AS WELL AS ALL THE OTHER INFORMATION CONTAINED IN THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS, BEFORE MAKING ANY INVESTMENT DECISION WITH RESPECT TO THE ISSUER OR ITS SECURITIES.

SOME OF THESE RISKS ARE SUBJECT TO CONTINGENCIES WHICH MAY OR MAY NOT OCCUR AND THE ISSUER IS NOT IN A POSITION TO EXPRESS ANY VIEWS ON THE LIKELIHOOD OF ANY SUCH CONTINGENCIES OCCURRING.

THE RISK FACTORS BELOW ARE DIVIDED INTO: (I) RISKS RELATING TO THE ISSUER; (II) RISKS RELATING TO THE GUARANTOR AND THE GROUP; (III) RISKS RELATING TO THE BONDS AND (IV) RISKS RELATING TO THE COLLATERAL. IN TURN, SOME OF THESE CATEGORIES HAVE BEEN DIVIDED INTO FURTHER SUB-CATEGORIES.

THE RISK FACTOR FIRST APPEARING UNDER EACH CATEGORY OR SUB-CATEGORY (AS APPLICABLE) CONSTITUTES THAT RISK FACTOR WHICH THE DIRECTORS HAVE ASSESSED TO BE THE MOST MATERIAL RISK FACTOR UNDER SUCH CATEGORY OR SUB-CATEGORY (AS APPLICABLE) 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, PERFORMANCE AND PROSPECTS OF THE ISSUER, THE GUARANTOR OR THE GROUP, IF THE RISK FACTOR WERE TO MATERIALISE. WHERE A RISK FACTOR MAY BE CATEGORISED IN MORE THAN ONE CATEGORY, SUCH RISK FACTOR ONLY APPEARS ONCE IN THE MOST RELEVANT CATEGORY OR SUB-CATEGORY FOR SUCH RISK FACTOR.

IF ANY OF THE RISKS DESCRIBED BELOW WERE TO MATERIALISE, THEY COULD HAVE A SERIOUS EFFECT ON THE ISSUER'S AND/OR GUARANTOR'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 SECURITIES TO BE ISSUED BY IT FROM TIME TO TIME, INCLUDING ITS OBLIGATIONS UNDER THE BONDS, AND OF THE GUARANTOR TO HONOUR ITS OBLIGATIONS UNDER THE GUARANTEE OR, AS APPLICABLE, ON THE VALUE, YIELD, REPAYMENT AND OTHER CHARACTERISTICS OF THE BONDS. THE RISKS AND UNCERTAINTIES DISCUSSED BELOW ARE THOSE IDENTIFIED AND BELIEVED TO BE MATERIAL AS AT THE DATE HEREOF BY THE DIRECTORS OF THE ISSUER, BUT THESE RISKS AND UNCERTAINTIES MAY NOT BE THE ONLY ONES THAT THE ISSUER AND THE GUARANTOR MAY FACE OR AFFECTING THE BONDS. ADDITIONAL RISKS AND UNCERTAINTIES, INCLUDING THOSE WHICH THE ISSUER'S DIRECTORS ARE NOT CURRENTLY AWARE OF OR THAT THE DIRECTORS CURRENTLY DEEM IMMATERIAL, INDIVIDUALLY OR CUMULATIVELY, MAY WELL RESULT IN A MATERIAL ADVERSE IMPACT ON THE FINANCIAL RESULTS, FINANCIAL CONDITION, OPERATIONAL PERFORMANCE, BUSINESS AND/OR TRADING PROSPECTS OF THE ISSUER AND/OR THE GUARANTOR OR, AS APPLICABLE, ON THE BONDS AND/OR THE BONDHOLDERS' RIGHTS THEREUNDER.

NEITHER THE BASE PROSPECTUS, NOR THE APPLICABLE FINAL TERMS, NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH SECURITIES ISSUED BY THE ISSUER: (I) IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION OR (II) IS OR SHOULD BE CONSIDERED AS A RECOMMENDATION BY THE ISSUER, THE DIRECTORS, ANY OF THE ADVISORS LISTED IN SECTION 3 BELOW, THE SPONSOR OR ANY OF THE AUTHORISED FINANCIAL INTERMEDIARIES THAT ANY RECIPIENT OF THE BASE PROSPECTUS, THE FINAL TERMS OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION THEREWITH, SHOULD PURCHASE ANY SECURITIES ISSUED BY THE ISSUER, INCLUDING THE BONDS. PROSPECTIVE INVESTORS SHOULD MAKE THEIR OWN INDEPENDENT EVALUATION OF ALL RISK FACTORS, AND SHOULD CONSIDER ALL OTHER SECTIONS IN THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS AND IN OTHER DOCUMENTS COMPRISED IN THE BASE PROSPECTUS. AND OBSERVE, ANY SUCH RESTRICTIONS ON THE DISTRIBUTION OF THIS BASE PROSPECTUS, THE APPLICABLE FINAL TERMS, AND THE OFFERING AND SALE OF SECURITIES.

FORWARD-LOOKING STATEMENTS

The Base Prospectus and the applicable Final Terms and the documents incorporated therein by reference or annexed thereto or other information supplied in connection with securities issued by the Issuer contain statements that are, or may be deemed to be, forward-looking statements. Forward-looking statements can be identified by the use of forward-looking terminology, including the terms “believe”, “estimate”, “forecast”, “project”, “plan”, “anticipate”, “expects”, “envisage”, “intend”, “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 or the Guarantor’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 Guarantor’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 or the Guarantor 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 the Base Prospectus.

All forward-looking statements contained in the Base Prospectus are made only as at the date hereof. Subject to applicable legal and regulatory obligations, the Issuer and its 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.

3.1 Risks relating to the Issuer

RISKS RELATING TO THE ISSUER’S BUSINESS AND ITS RELIANCE ON THE GROUP

The Issuer was incorporated on 12 June 2025 and, accordingly, has no trading record or history of operations. Furthermore, as stated in section 7.1 of this Base Prospectus, the Issuer does not undertake any trading activities itself and its sole purpose is that of acting as the finance arm of the Group, principally by raising finance and advancing same to members of the Group. The Issuer itself therefore does not have any substantial assets and is essentially a special purpose vehicle set up to act as a financing company solely for the needs of the Group and, as such, its assets are intended to consist primarily of loans issued to Group companies, currently its parent company, the Guarantor.

The Issuer is economically dependent principally on the operational results, financial condition and performance of its borrower Group companies, namely the Guarantor, which results, condition and performance may be affected by various risks, even those outside the control of the Guarantor and the Issuer.

The risks intrinsic in the business and operations of the Guarantor thus have an effect on the ability of the Issuer and the Guarantor to meet their respective obligations in connection with the payment of interest on the Bonds and repayment of the Redemption Value when due including, in the case of the Guarantor, any payments that it may be required to make under the Guarantee. Furthermore, such risks may affect the ability of the Guarantor to make payments under any loans provided by the Issuer out of the proceeds of issue of any Bonds under the Secured Bonds Issuance Programme, which loan payments will be used by the Issuer to make payments due under the Bonds. Accordingly, the risks of the Issuer are indirectly those of the Group, in particular the Guarantor.

3.2 Risks relating to the Guarantor and the Group

As noted in section 3.1, the Guarantor depends on the viability, profitability and success of its projects, business and operations, for its continued liquidity, financial soundness and growth and its ability to make payments to the Issuer under loans provided to it by the Issuer out of proceeds of issue of Bonds under any Tranche/s and also to banks and other third parties which may from time to time provide with finance. The business and operations of the Guarantor and therefore the financial performance of the Group as a whole will be subject to certain risks.

ECONOMIC AND FINANCIAL RISKS

Risks arising from war and/or conflict

Wars and conflicts which may from time to time occur in various parts of the world, including the Russia – Ukraine armed conflict and the Middle Eastern armed conflict as at the date of this Base Prospectus, may present new risks or exacerbate certain risks to which the operations of the Group are subject, including shortage of and/or increase in prices and delay in importation and delivery of building material and supplies needed for the development of properties, apart from the negative effects these conflicts may have on the economy as a whole and on particular economic drivers, including possibly tourism, hospitality and rental of properties.

Risks relating to inflation

As at the date of this Base Prospectus, inflation is relatively high. Inflation is the rising level of prices for goods and services. Inflation may negatively affect the future financial performance of the Group, including through the consequent increase in the prices of goods and services and the cost of new opportunities, higher borrowing costs, and the overall decrease in purchasing power.

Risks relating to financing of the Group

The Group's indebtedness could adversely affect its financial position. As at the date of this Base Prospectus the Guarantor has bank debt. Whilst most of this bank financing and whilst most of these bank facilities are intended to be repaid through the proceeds of issue of the Bonds under the first Tranche of the Secured Bonds Issuance Programme, the Group's overall financial gearing levels will further increase pursuant to the Bond Issue. This may also increase as a result of further indebtedness which may from time to time in future be obtained by the Group to fund the Group's existing and new projects from time to time, or for the maintenance or to refinance existing indebtedness or otherwise for the Group's business purposes. The increase in the level of financial gearing gives rise to all risks typically associated with higher leverage, including lower asset cover and lower debt service cover levels.

As a result of such indebtedness as aforesaid a substantial portion of the Group's generated cash flows may need to be used to service the same. Should the Guarantor or the Issuer significantly increase their debt obligations, this may have an adverse effect on the profitability of the Group.

There can be no assurance that the Group will have access to such further debt financing as may be required from time to time at reasonable interest rates and at reasonable terms. Furthermore, any borrowings under bank credit facilities will likely be at variable interest rates, which could cause the Group to be vulnerable to increases in interest rates.

BUSINESS AND OPERATIONAL RISKS

Risks relating to the property rental business of the Group

The main business of the Group, principally through the Guarantor as owner of the immovable properties within the Group, is the letting of various immovable properties to third parties for commercial operation or for residential purposes, as applicable, including hotels, commercial units and residential units.

The health of the rental market may be affected by a number of factors, including national economy, political developments, factors affecting the tourism sector, demographic factors, government regulations, changes in planning or tax laws, interest rate fluctuations, inflation and other economic, political and social factors.

The commercial success of the Group depends significantly on its ability to retain high occupancy rates at all times, reducing operating costs whilst increasing rent levels. This will depend on several factors, in addition to those mentioned above. These factors include in particular the demand for commercial properties, the local rental market, refurbishment and modernisation measures that will be undertaken over time, and tenant turnover. Thus a loss of rent, rent reductions and increased vacancies would lead to a decline in total current forecasted rental income.

An increase in the supply of, or decrease in the demand for, commercial accommodation and/or other commercial properties and/or residential properties could impact negatively upon capital values and income streams of the Group's properties, and its ability to source new lessees upon termination or non-renewal of the then current leases.

Moreover, the business, revenue and projected profits of the Group would be negatively impacted if lessees fail to honour their respective lease obligations, which failure may be due to several reasons which are beyond the Group's control, including the insolvency and lack of liquidity of the lessees.

There is also the risk that lessees may terminate or elect not to renew their respective lease, either due to the expiration of the lease term or due to an early termination of the lease. In cases of early termination by lessees prior to the expiration of the lease term, there is a risk of loss of rental income if the lessee is not replaced in a timely manner, or is replaced at less attractive terms.

Furthermore, the Group may be subject to increases in operating and other expenses with respect to the said properties owned by the Group, including costs and expenses to ensure that the properties are maintained in the condition as required by the lease agreements and by law, and generally to ensure that the properties are maintained in good condition, by executing maintenance and repairs which may become necessary from time to time, and thus to avoid loss of value and maintain demand for the properties. These costs and expenses may not necessarily be recoverable from the tenants.

Risks relating to the hospitality industry

The Group, through the Guarantor, owns three hotels, the G Hotel which is finished and operational and already let to and operated as a hotel by a third party and the other two, namely the Corks Hotel and the Gzira Hotel which are on the date hereof in the course of being constructed and/or finished and will upon completion be leased to third parties to operate the same as hotels. The rental revenues of the Group from the letting of these hotels therefore largely depends and will depend on the success of the hotel operations of the said third party lessees. These operations and the hospitality industry in general are exposed to a number of external factors and risks, including, without limitation:

- changes in travel patterns and customer trends;
- the seasonality and cyclical nature of the tourism industry;
- the impact of outbreaks of contagious diseases, wars and possibly of other unexpected calamities on patterns and/or volume of travel;
- the introduction of new laws or more restrictive laws and requirements related to the hospitality industry;
- increases in operating costs and increased taxes;
- the strong and increasing local and global competition in the tourism sector;
- the increased availability and popularity of alternative hospitality solutions and alternative accommodation which represent a competitive threat to hotels.

Any of these factors or a combination thereof may adversely impact room rates and occupancy levels at the hotels operated or to be operated by the relevant tenants, or otherwise cause a reduction in the tenants' revenues from hospitality services and indirectly the revenue of the Group in view of the negative impact which these factors may leave on the ability of these tenants to pay rent to the Guarantor. All of this could have a material adverse effect on the Group's financial performance.

Risks relating to real estate acquisition and development

The Guarantor is involved and may from time to time continue to get involved in development of new properties for its property portfolio, mainly with a view to let the same. A number of factors may affect the real estate development industry, which could adversely affect the financial performance of the Group and the value of the immovable properties under development within the portfolio of the Group and/or the amount or timing of rental receivables therefrom. Such factors, which are normally outside the Group's control, include:

- inability to secure the necessary planning permits in a timely manner or at all, and costs of addressing or inability to successfully rebut oppositions to applications for such permits;
- changes in local market conditions, such as an oversupply in or reduction in demand for similar properties or change of local trends and preferences;
- increased competition in the market sector in which the Group operates which may lead to an oversupply of commercial or residential properties in such markets, resulting in a lowering of value and rental rates and a corresponding reduction in revenue for the Group;
- shortages of and/or price increases in raw materials, services or other construction inputs, such as, among others, cement, steel, energy and other utilities, leading to cost overruns;
- insufficiency or unavailability of resources to complete the projects, as a result of sudden and unexpected events, such as outbreaks of contagious diseases, wars or civil conflicts;

- delays in completion resulting in rental of properties not being made at the prices and/or at the timings envisaged resulting in a liquidity strain or even losses and also potential penalties or litigation;
- possible structural problems or unfavourable site conditions;
- potential environmental related issues, restrictions and litigation;
- acts of God and other force majeure events, such as earthquakes, floods and other natural disasters, that may damage any of the properties or delay development thereof; and
- the health and safety risks inherent to property development, including the risk of serious injury or even fatality, and the claims and litigations that may arise therefrom.

Any of the factors described above could have a material adverse effect on the Group's business and financial condition.

The Group depends on third parties in connection with its business, giving rise to counter-party risks

The Group is subject to various counter-party risks.

The Group relies upon third party or related service providers such as architects, project managers, building contractors, subcontractors, suppliers, estate agent and others, as well as on certain key officers and members of staff, for the construction and completion and subsequent letting and operation of its property developments. 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.

The Group also relies on planning permits and other action being taken by the relevant competent authorities in connection with its proposed developments and any delays or inaction by such authorities in this respect will affect the timely completion of such developments.

If the above-mentioned risks were to materialise, the resulting development cost overruns or delays in completion or loss of revenue could have an adverse impact on the Group's business, and its financial results and prospects, and may also expose the Group to complaints, claims or litigation by prospective property tenants, owners of neighbouring tenements and other third parties for contractual default or for damages.

Real estate investments are illiquid

The potential lack of liquidity and alternative uses of real estate investments could significantly limit the Group's ability to vary its portfolio or dispose of or liquidate part of its portfolio in a timely manner and at satisfactory prices to respond to adverse changes in the performance of its properties or in economic, real estate, market and other conditions, thereby potentially harming its financial condition.

The real estate market is affected by many factors, such as general economic conditions, availability of financing, interest rates and other factors, including supply and demand, that are beyond the Guarantor's and the Group's control.

The Group's key senior personnel and management have been and remain material to its growth

The Group believes that its growth is largely attributable to the efforts and abilities of the executive director, Alan Bonnici, and members of its executive management team and other key personnel. If one or more of the members of this team were unable or unwilling to continue in their present 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 and operations.

LEGAL AND REGULATORY RISKS

Risks relative to changes in laws and new industry standards and practices

The Group and its current and future operations are subject to laws and regulatory requirements applicable to property development, real estate letting and other business sectors within which they operate, including laws and regulations relating to planning, construction and development, health and safety, environment, bribery and corruption, data privacy and information protection, financial matters, accounting and tax. Furthermore, the regulatory environment in which the Group operates is constantly evolving, with the introduction of new rules, regulations and policies, or the amendment of existing ones, including new initiatives at European or other regional and/or local level which may result in the imposition of new requirements for the Group in terms of sustainability factors, building standards, housing standards, health and

safety and other matters. The Group is at risk in relation to changes in laws and regulations to which it is subject and the timing and effects thereof, including changes in the interpretation thereof, and in administrative practices, which cannot be predicted and which can negatively affect the business and operations of the Group, apart from the additional costs of compliance which these may entail. The Guarantor may be unable to anticipate the implications of legal and regulatory changes in a given sector, which necessitate a re-evaluation of processes from both a fiscal and operational perspective. This may result in a loss of revenue for the respective sector and the profitability of the Group.

Risks relating to health and safety

As owners of some properties which are still under construction, the Guarantor must comply and ensure compliance with, and can be exposed to claims relating to, health and safety at work, and may also be exposed to claims for injury or even death at the workplace, all of which could have a detrimental effect on their operations and profits. With respect to completed and operational properties retained by the Group, the Guarantor as owner and/or lessor thereof will or may be required to ensure compliance with applicable health and safety standards and practices in the relevant sectors in which these properties are operated or leased, including hotels, commercial outlets and residences, and failure to comply with such standards or practices could expose such Guarantor and the Group to third party claims, including sanctions by the relevant competent authorities, which could in turn have a material adverse effect on its business, profitability and reputation.

Litigation risk

The real estate development industry and the property letting industry in which the Group is involved, may be subject to legal claims, with or without merit. Defence and settlement costs can be substantial. Due to the inherent uncertainty of the litigation and dispute resolution process, there can be no assurance that the resolution of any particular legal proceeding or dispute will not have a material adverse effect on the Group's results of operations, financial condition or reputation.

Risks relating to failure to incorporate expected sustainability standards in business model

Expectations for undertakings to incorporate environmental, social and governance ("ESG") sustainability factors into their business strategies are growing across the globe and throughout various business sectors, including those relating to property development, commercial and residential rentals in which the Group is involved. The implementation of such factors in the Group's business model is likely to become under increased scrutiny by investors, regulators, customers and the public at large. The Group's businesses may face an increased demand to increase consciousness and address ESG considerations relating to *inter alia* energy and resource efficiency and use, energy performance, use of renewables, waste management, health and safety at work or at the work place and other social and employment considerations and corporate governance. Failure by the Group to achieve such ESG sustainability expectations may have a negative impact on its reputation in the various business sectors in which it is involved, and consequently an adverse impact on the Group's business activities, revenues, financial condition, and operations.

3.3 Risks relating to the Bonds

Suitability of the Bonds

An investment in the Bonds may not be suitable for all recipients of the Base Prospectus and applicable Final Terms and prospective investors are urged to consult an investment advisor as to the suitability or otherwise of an investment in the Bonds before making an investment decision.

In particular, such advice should be sought with a view to ascertaining that each prospective investor:

- a) has sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits, and risks of investing in the Bonds and the information contained or incorporated by reference in the Base Prospectus, the applicable Final Terms or any applicable supplement;
- b) is able to assess whether the Bonds meet its investment objectives;
- c) has sufficient financial resources and liquidity to bear all the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the prospective investor's currency;
- d) understands thoroughly the terms of the Bonds; and
- e) is able to evaluate, either alone or with the help of a financial advisor, possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

An informed investment decision can only be made by investors after they have read and fully understood the risk factors associated with an investment in the Bonds, and the inherent risks associated with the Group's business. In the event that an investor does not seek professional 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.

Interest rate risk and the potential impact of inflation

Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds. Fixed income debt securities are influenced predominantly by interest rate developments in the capital markets, which in turn are influenced by macro-economic factors. The price of bonds tends to move in a way that is inversely proportional to changes in interest rates. Accordingly, when prevailing market interest rates are rising, the prices that market participants will generally be willing to pay for the Bonds can be expected to decline. Conversely, if market interest rates are declining, secondary market prices for the Bonds will tend to rise, save for other factors which may affect price. Moreover, the price changes also depend on the term or residual time to maturity of the Bonds. In general, bonds with shorter terms have less price risks than bonds with longer terms.

Furthermore, prices of Bonds and returns thereon will also be affected by inflation. Inflation currently remains to some extent at elevated levels when compared to the past decades. Inflation can have two negative impacts on those who invest in bonds. Inflation typically leads to a rise in short-term interest rates, and intermediate and longer-term rates also tend to go up as a consequence. This rise in interest rates will lead to a fall in the prices of bonds. Furthermore, inflation can wipe away the yields generated by a bond, in view of the loss of purchasing power brought about by inflation.

Trading and liquidity risks

There can be no assurance that an active secondary market for the Bonds will develop or, if it develops, that it will continue. Nor can there be any assurance that an investor will be able to sell his or her Bonds on the secondary market at or above the Bond Issue Price or at all. A trading market having the desired characteristics of depth, liquidity and orderliness depends on a number of factors including supply and demand factors in respect of the Bonds at any given time. These factors are in turn dependent upon the individual decisions of investors as well as market conditions over which the Issuer has no control. Many other factors outside the control of the Issuer may affect the trading market and value of the Bonds, including the time remaining to the maturity of the Bonds and the level, direction and volatility of market interest rates generally. No prediction can be made about the effect which any future public offerings of the Issuer's securities or any takeover or merger activity involving the Issuer or a company within the Group will have on the market price of the Bonds prevailing from time to time.

Furthermore, the outbreak of the COVID-19 pandemic in 2020, has resulted in a highly volatile economy. Other pandemics or infectious diseases which may arise in future may have similar consequences on the market. This volatility may also increase as a result of wars or conflicts between countries, including the current Russia – Ukraine and the Middle East armed conflicts. No assurance can be given that continued or increased volatility and disruption in the capital markets will not impair the saleability of the Bonds.

Status and ranking of the bonds and additional indebtedness and security

The Bonds, as and when issued and allotted pursuant to the Secured Bonds Issuance Programme, shall constitute the general, direct, unconditional obligations of the Issuer. The Bonds of each Tranche shall be secured by the respective Security Provider/s (as specified in the applicable Final Terms) and shall at all times rank *pari passu* without any priority or preference among themselves. However, whilst the Bond Obligations will be secured by Security, they may rank after causes of preference which may be constituted by operation of law or by the Issuer or a Security Provider to secure any indebtedness undertaken by it. The Issuer and/or any Security Provider may, without the consent of Bondholders, incur borrowings or other indebtedness or further borrowings or other indebtedness, and may, for the purpose of securing existing or additional borrowings or other indebtedness, create or permit to subsist additional security interests or other encumbrances upon the whole or any part of its present or future undertakings, assets or properties, existing or future. There can be no guarantee that such security interest or other encumbrances, or priority or preference given by the Issuer and/or a Security Provider to preferred creditors, or privileges or security interests accorded by law in specific situations will not arise during the course of the business of the Issuer and/or the Security Provider/s which may rank with priority or preference, in whole or in part, to the Bonds and the Security.

Currency risk

Any investor whose currency of reference is not the Euro shall bear the risk of any fluctuations in exchange rates between the currency of denomination of the Bonds (€) and the Bondholder's currency of reference.

Continuing compliance obligations

Once the Bonds are listed, the Issuer is required to comply with certain ongoing requirements relating, *inter alia*, to the free transferability, clearance and settlement of the Bonds and transparency in order to remain a listed company in good standing. Moreover, the Malta Financial Services Authority has the authority to suspend trading or listing of the Bonds if, *inter alia*, it comes to believe that such a suspension is required for the protection of investors or the integrity or reputation of the market. The Malta Financial Services Authority may discontinue the listing of the Bonds on the Malta Stock Exchange. Any such trading suspension or listing revocations / discontinuations could have a material adverse effect on the liquidity and value of the Bonds.

Changes in laws and regulations

The Terms and Conditions of the Bond Issue are based on the requirements of the Act and other laws, the Prospectus Regulation and the Capital Markets Rules 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.

Amendments to Terms and Conditions

The Issuer may call a meeting of Bondholders in accordance with the provisions of this Base Prospectus in the event that it wishes to amend any of the Terms and Conditions of this Bond Issue. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

Ratings

The Issuer has not sought, nor does it intend to seek, the credit rating of an independent agency and there has been and there will be no assessment by any independent rating agency of the Bonds. Investments which lack formal independent credit ratings, make it harder for investors to assess their risk and financial performance, and often tend to be riskier and to present a greater risk of loss to investors.

3.4 Risks relating to the Collateral and the Guarantee

Risks relating to the Guarantee

The Bonds, as and when issued and allotted, shall constitute the general, direct, and unconditional obligations of the Issuer and shall *inter alia* be guaranteed in respect of both the interest and the Redemption Value due under the said Bonds by the Guarantor.

The Bonds are being guaranteed by the Guarantor on a joint and several basis, and accordingly the Security Trustee, for the benefit of itself and the Bondholders, shall be entitled to request the Guarantor to pay both the interest due and the Redemption Value of the said Bonds if the Issuer fails to meet any amount, when due in terms of the Base Prospectus and the applicable Final Terms. The joint and several Guarantee also entitles the Security Trustee to take action against the Guarantor without having to first take action against the Issuer.

The Guarantee shall constitute a direct, and unconditional obligation of the Guarantor, but it does not give a right of preference over other obligations of the Guarantor and the Guarantor's obligations under the Guarantee shall rank *pari passu* with all its other unsecured and unsubordinated obligations. The strength of the undertakings on the part of the Guarantor under the Guarantee and therefore, the level of recoverability by the Security Trustee from the Guarantor of any amounts due under any of the Bonds, is dependent upon and directly linked to the financial position and solvency of the Guarantor, which will be affected by the level of indebtedness and liabilities incurred by such Guarantor, as well as by the operational and financial performance of the Guarantor and its business.

Risks relating to other Securities (other than the Guarantee) and to the value thereof

The Security Trust Deed in relation to any Security may grant the Security Trustee, in the interest of Bondholders, a right of preference and priority for repayment over the Security, however, there can be no guarantee that the value of the Security over the term of the Bonds will be sufficient to cover the full amount of interest and Redemption Value under the Bonds. This may be the result of various factors, including general economic factors that could have an adverse impact on the value of the relevant Secured Asset or other Security. If such circumstances were to arise or subsist at the time that the Collateral is to be enforced by the Security Trustee, it could have a material adverse effect on the recoverability of all the amounts that may be outstanding under the Bonds

Furthermore, there is no guarantee that the value of the Secured Asset or other security (as applicable) determined in an independent valuation is necessarily correct or would actually be achieved on the market. The valuation of property is inherently subjective, due to, among other things, the individual nature of each property and the assumptions upon which the valuation is carried out. Accordingly, there can be no assurance that the valuation of property, including that contained in the Property Valuation Report attached to this Base Prospectus, reflects actual values that would be achieved on a sale, even where any such sale were to occur shortly after the valuation date. Actual values may be materially different from any future values that may be expressed or implied by forward-looking statements set out in the valuation or anticipated on the basis of historical trends, as reality may not match the assumptions made. There can be no assurance that such valuation of property will reflect actual market values at the time of enforcement of the Security.

4. Responsibility, Authorisation Statement and Consent for Use

4.1 Persons responsible

The Directors of the Issuer are the persons responsible for the information contained in the 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.

4.2 Authorisation statement

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.

4.3 Consent for use of the Base Prospectus and Final Terms

Tranches of Bonds may be subscribed for through any of the Authorised Financial Intermediaries in terms of this Base Prospectus and relevant Final Terms and for the purposes of any subsequent resale, placement or other offering of Bonds by such Authorised Financial Intermediaries in circumstances where there is no exemption from the requirement to publish a prospectus under the Prospectus Regulation, the Issuer consents to the use of the Base Prospectus and relevant Final Terms, and accepts responsibility for the information contained therein, with respect to any such subsequent resale, placement or other offering of Bonds, provided this is limited only:

- i. in respect of Bonds subscribed for through Authorised Financial Intermediaries specified in Annex II to the relevant Final Terms;
- ii. to any resale or placement or other offering of Bonds subscribed as aforesaid taking place in Malta;
- iii. to any resale or placement or other offering of Bonds as aforesaid made during the Offer Period specified in the relevant Final Terms; and
- iv. to any resale or placement or other offering of Bonds subscribed as aforesaid taking place within the period of 12 months from the date of the Base Prospectus.

None of the Issuer or the Sponsor or any of their respective advisors take any responsibility for any of the actions of any Authorised Financial Intermediary, including their compliance with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to a resale or placement or other offering of Bonds.

Other than as set out above, neither the Issuer nor the Sponsor nor any of their respective advisors has authorised, nor do they authorise or consent to the use of the Base Prospectus and Final Terms in connection with, the making of any public offer of the Bonds by any person in any circumstances. Any such unauthorised offers are not made on behalf of the Issuer or the Sponsor and neither the Issuer nor the Sponsor nor any of their respective advisors has any responsibility or liability for the actions of any person making such offers.

No person has been authorised to give any information or to make any representation not contained in or inconsistent with the Base Prospectus and relevant Final Terms. If given or made, it must not be relied upon as having been authorised by the Issuer or Sponsor any of their advisors. The Issuer does not accept responsibility for any information not contained in the Base Prospectus and relevant Final Terms.

Investors should enquire whether an intermediary is considered to be an Authorised Financial Intermediary in terms of the Base Prospectus and relevant Final Terms. If the investor is in doubt as to whether it can rely on the Base Prospectus and relevant Final Terms and/or who is responsible for its contents, it should obtain legal advice.

In the event of a resale, placement or other offering of Bonds by an Authorised Financial Intermediary, the Authorised Financial Intermediary shall be responsible to provide information to investors on the terms and conditions of the resale, placement or other offering at the time such is made.

Any resale, placement or other offering of Bonds to an investor by an Authorised Financial Intermediary shall be made in accordance with any terms and other arrangements in place between such Authorised Financial Intermediary and such investor including as to price, allocations and settlement arrangements. Where such information is not contained in the Base Prospectus or relevant Final Terms, it will be the responsibility of the applicable Authorised Financial Intermediary at the time of such resale, placement or other offering to provide the investor with that information and neither the Issuer nor the Sponsor nor any of their respective advisors has any responsibility or liability for such information.

Any Authorised Financial Intermediary using this Base Prospectus and the applicable Final Terms in connection with a resale, placement or other offering of Bonds subsequent to the Bond Issue shall, limitedly for the duration of the applicable Offer Period set out in the relevant Final Terms, publish on its website a notice to the effect that it is using this Base Prospectus and applicable Final Terms for such resale, placement or other offering 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.

Any new information with respect to Authorised Financial Intermediaries unknown at the time of approval of this Base Prospectus and applicable Final Terms will be made available through a company announcement which will also be made available on the Issuer's website: www.agb.com.mt

5. Identity of the Directors, Advisors and Auditors

5.1 Directors of the Issuer and the Guarantor

Directors of the Issuer

As at the date of this Base Prospectus, the Board of Directors of the Issuer is constituted by the following persons:

Name	Office Designation
Mr Alan Bonnici	Executive Director and Group CEO
Dr Sam Abela	Non-executive Director and Chairman
Dr Michael Sciriha	Independent non-executive Director
Mr Arthur Gauci	Independent non-executive Director

Mr Alan Bonnici is an executive Director of the Company, and Chief Executive Officer of the Group. He is also the shareholder and ultimate beneficial owner of the Group. The other three Directors, Dr Michael Sciriha, Dr Sam Abela and Mr Arthur Gauci serve on the Board of the Issuer in a non-executive capacity. They are considered to be non-executive Directors and two of them, namely Dr Michael Sciriha and Mr Arthur Gauci are also considered to be independent Directors since they are free of any significant business, family or other relationship with the Issuer, its controlling shareholders or the management of either, that could create a conflict of interest such as to impair their judgement. In assessing the said directors' independence due notice has been taken of Rule 5.119 of the Capital Markets Rules.

The business address of the Directors is at the registered office of the Issuer.

Reference is made to section 11 titled 'Administrative, Management and Supervisory Bodies' for a short curriculum vitae of the Directors, description of principal activities, if any, performed by them outside the Issuer, their potential conflicts of interest and other information relevant to such Directors.

Directors of the Guarantor

As at the date of this Base Prospectus, the board of directors of the Guarantor is constituted by the following persons:

Name	Office Designation
Mr Alan Bonnici	Executive Director and Group CEO
Mr Colin Bowman	Non-executive Director and Chairman
Dr Sam Abela	Non-executive Director

The business address of the directors of the Guarantor is at the registered office of the Guarantor. Reference is made to section 11 titled 'Administrative, Management and Supervisory Bodies' for a short curriculum vitae of the directors of the guarantor.

5.2 Company Secretary of the Issuer and the Guarantor

The company secretary of the Issuer is Dr Joseph Saliba whose business address is at 9/4, Britannia House, Old Bakery Street, Valletta VLT1450, Malta.

The company secretary of the Guarantor is Alan Bonnici whose business address is at is at the registered office of the Guarantor.

5.3 Advisors

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

Sponsor, Manager & Registrar

Name: Calamatta Cuschieri Investment Services Limited
Address: Ewropa Business Centre, Triq Dun Karm, Birkirkara BKR 9034, Malta
Company Registration number: C 13729

Financial Advisors

Name: Finco Treasury Management Limited
Address: The Bastions Office No. 2, Emvin Cremona Street, Floriana FRN1281, Malta

Reporting Accountants

Name: Forvis Mazars Consulting Limited
Address: The Watercourse, Level 2, Mdina Road, Zone 2, Central Business District, Birkirkara CBD2010, Malta

Legal Counsel

Name: Saliba Stafrace Legal
Address: 9/4, Britannia House, Old Bakery Street, Valletta VLT 1450, Malta

5.4 Auditors of the Issuer and the Guarantor

As at the date of the Prospectus, the statutory auditors of the Issuer are:

Name: Forvis Mazars (Malta)
Address: The Watercourse, Level 2, Mdina Road, Zone 2, Central Business District, Birkirkara CBD2010, Malta

Forvis Mazars (Malta) is a firm of certified public accountants holding a warrant to practice the profession of accountant in terms of the Accountancy Profession Act (Cap. 281 of the Laws of Malta). The Accountancy Board registration number of Forvis Mazars (Malta) is AB/26/84/39.

As at the date of this Base Prospectus, the statutory auditors of the Guarantor are also Forvis Mazars (Malta).

No audited financial statements of the Issuer have been prepared since its incorporation to the date of this Date Prospectus.

The annual financial statements of the Guarantor for the financial years ended 31 December 2022, 31 December 2023 and 31 December 2024 have been audited by Finaserv Limited of Kyle, Apartment 4, Triq il-Mediterran, St. Julians STJ1870, Malta (Accountancy Board registration number AB/2/21/06). Finaserv Limited resigned after the audit of the financial statement for the year ended 31 December 2024 and the Guarantor decided to appoint Forvis Mazars (Malta) to have the same auditors for the Guarantor and the Issuer and the Group.

5.5 Security Trustee

Name: Finco Trust Services Limited
Registered Office: The Bastions Office No.2, Emvin Cremona Street, Floriana FRN1281, Malta
Company Registration number: C 13078

6. Information about the Issuer and the Group

6.1 History and Development of the Issuer

Full legal and commercial name of the Issuer:	AGB Finance p.l.c.
Registered address:	Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta
Place of registration and domicile:	Malta
Registration number:	C 112318
Legal Entity Identifier ('LEI')	98450010ECA56B45D80
Date of registration:	12 June 2025
Legal Form:	A public limited liability company duly registered in terms of the Act
Telephone number:	+356 21339298
Email:	office@agb.com.mt
Website:	www.agb.com.mt

**The information on the Issuer's website does not form part of the Base Prospectus unless that information is incorporated by reference into the Base Prospectus.*

6.2 History and Development of the Guarantor

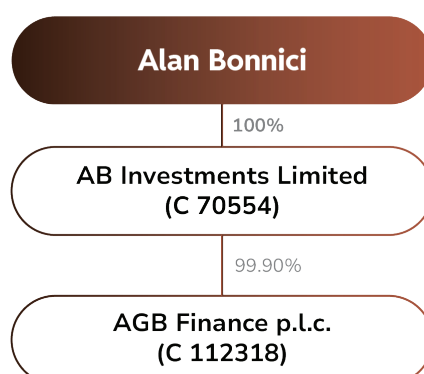
Full legal and commercial name of the Guarantor:	AB Investments Limited
Registered address:	Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta
Place of registration and domicile:	Malta
Registration number:	C 70554
Legal Entity Identifier ('LEI')	984500EE770FF5E9D417
Date of registration:	13 May 2015
Legal Form:	A private limited liability company duly registered in terms of the Act
Telephone number:	+356 21339298
Email:	office@agb.com.mt
Website:	www.agb.com.mt

**The information on the Guarantor's website does not form part of the Base Prospectus unless that information is incorporated by reference into the Base Prospectus*

6.3 Organisational Structure of the Group

The Issuer was recently incorporated and is, except for one (1) share, a fully-owned subsidiary of the Guarantor, which latter entity is the parent company of the Group.

The organisational structure of the Group, as at the date of this Base Prospectus, is illustrated in this diagram:



The Group currently consists of the following entities:

- i. The Guarantor, being the parent company, which has been incorporated in 2015, which is a property owning company and also a holding company and owns and controls the Issuer, and such Guarantor is in turn a single-member company and is fully owned by the Group's ultimate beneficial owner, Alan Bonnici, who controls the same;
- ii. The Issuer, which does not have any substantial assets and is essentially a special purpose vehicle set up to act as a financing company for the Group, a vehicle through which the Group will continue to finance its existing and future projects and will enable the Group to seize new opportunities arising in the market.

The Group, in its existing form, has been constituted recently following the incorporation of the Issuer as a Subsidiary of the Guarantor.

Whilst the Guarantor has since incorporation been mainly a property owning company, its current portfolio of properties has been established following a recent restructuring involving property transfers between the Guarantor and AGB Holdings Limited, another company fully owned by Alan Bonnici. The restructuring aimed to align the ownership structure with long-term investment goals while securing funding for future developments. In particular, AGB Holdings Limited previously owned and transferred certain core assets to the Guarantor, namely the G Hotel, the Gzira Commercial Outlets and the site of the Corks Hotel including constructions developed thereon up to date of transfer. The development site of the Gzira Hotel was already owned by the Guarantor, whilst the Guarantor already has the benefit of being party (as proposed buyer) to the preliminary agreement dated 5 August 2024 in respect of the Sliema Development. On the other hand, the Guarantor recently transferred to AGB Holdings Limited various other properties previously owned by it, including the duplex penthouse within the block of flats at Block 61, Victor Denaro Street, Msida, the groundfloor maisonette, garage and apartments at 101, Victor Denaro Street, Msida and the duplex apartment at groundfloor and first floor levels and a penthouse at 114, Triq Windsor, Sliema.

The properties transferred by AGB Holdings Limited to the Guarantor as aforesaid have been so transferred by deed of sale in the records of Notary Demi Caruana dated 19 August 2025. Such properties have been transferred for an aggregate price of €12,780,000. The properties transferred by the Guarantor to AGB Holdings Limited as aforesaid have been so transferred by deed of sale in the records of Notary Demi Caruana dated 19 August 2025, for an aggregate price of €3,820,000. The said prices of sale respectively due by the Guarantor and AGB Holdings Limited remained outstanding on the above-mentioned deeds of sale.

The bank facilities relating to the above-mentioned transferred properties which were originally taken out by the respective transferor, and which were all advanced by APS Bank p.l.c. (C2192), have been assigned to and assumed by the respective transferee, by virtue of a deed in the records of Notary Demi Caruana dated 19 August 2025 as the same has been amended by a deed of correction in the records of the same Notary dated 22 August 2025..

Subsequently, the Guarantor and AGB Holdings Limited entered into an agreement whereby they agreed to set off the prices of sale respectively due by them to each other, and to make the necessary adjustments for bank debts assigned to and assumed by each of them from the other as a result of the transfer of properties as aforesaid, and other adjustments in view of deposits paid on promise of sale agreements on certain properties which were received by the transferring party and retained by it notwithstanding that the relevant promise of sale agreements were assigned to the transferee party. As a result of such set-off and adjustments, there resulted to be due by the Guarantor to AGB Holdings Limited a sum of €8,182,326.

The Guarantor, AGB Holdings Limited and Alan Bonnici (the shareholder and ultimate beneficial owner of the Guarantor and of AGB Holdings Limited) subsequently entered into an agreement dated 22 August 2025, where AGB Holdings Limited assigned the amount of €8,182,326 receivable from the Guarantor as aforesaid to Alan Bonnici for an assignment consideration equal to the said receivable. As a result, the Guarantor was in debt for the amount of €8,182,326 to Alan Bonnici and Alan Bonnici was in debt for the amount of €8,182,326 to AGB Holdings Limited. Such debt of €8,182,326 due by the Guarantor to Alan Bonnici was subsequently capitalised and settled through the issue of 8,182,326 ordinary shares of €1 each, fully paid up, by the Guarantor to Alan Bonnici.

Dependence of Issuer and Guarantor on the Group

As previously stated, the Issuer is, essentially, a special purpose vehicle set up to act as a financing company for the needs of the Group and, as such, it is dependent on the business prospects and operating results of the Group, particularly the Guarantor. More specifically, the Issuer is principally dependent, including for the purpose of servicing interest payments on the Bonds and the repayment of the Redemption Value on redemption, on the receipt of interest payments and loan repayment from the Guarantor to which the proceeds of the Bond Issue under each Tranche will be advanced by way of loan.

7. Business Overview of the Group and Investments

7.1 Principal Activities and Markets

The Issuer does not undertake any trading activities itself. Its sole purpose is to act as the finance arm of the Group, principally by raising finance and advancing same to other member/s of the Group, currently the Guarantor. Accordingly, the Issuer is economically dependent principally on the operational results, financial condition and performance of its said borrower/s within the Group.

The Group, through the Guarantor, is principally involved in the business of property ownership and rentals, namely the acquisition and/or development of immovable property and their rental to third parties in varied markets (accommodation and tourism, commercial and residential markets).

A more detailed explanation of such main line of business of the Group is provided below in section 7.2.

7.2 Business overview of the Group

As noted under section 7.1 above, the main business activities of the Group are expected to be the acquisition and/or development and retention of immovables for long-term investment to generate rental income therefrom in the commercial and residential sectors.

The Guarantor's current main investments and/or development projects consist of the following:

A. G HOTEL – ST. JULIANS

This is a finished 3-star hotel, constructed on a site measuring approximately 110 sq.m., situated at 52, Triq San Gorg, San Giljan.

It consists of 25 rooms, partly overlying third party commercial property in Paceville. It spans over 11 floors, with entrances and reception and an eatery at ground floor and first floor, and having the rest of the 9 floors accommodating 25 rooms, mostly 3 per floor save for the top floor where one finds terracing too.

The development was approved in 2017 by virtue of planning permit PA/6765/16.

The G Hotel was acquired by the Guarantor from AGB Holdings Limited by virtue of the public deed in the records of Notary Demi Caruana of 19 August 2025.

The G Hotel is currently leased to third parties for operation as a hotel, by virtue of a lease agreement dated 1 June 2022 originally entered into by AGB Holdings Limited as lessor and which was later assigned by AGB Holdings Limited to the Guarantor upon acquisition of the G Hotel by the Guarantor from the said AGB Holdings Limited. The current period of lease is of ten years commencing from 1 July 2022, with the first five years being *di fermo*. The rent is currently at €528 per day.

The lessees are responsible for ordinary repairs to the premises whereas the lessor is responsible for extraordinary repairs. As regards equipment and movables within the premises, ordinary and extraordinary maintenance is at the charge of the lessees. The lessees are responsible for any refurbishments/improvements, which they can only carry out with the prior consent of the lessor. Fixed and fitted improvements, as well as movables, equipment and machinery within the premises, are to remain within the premises at the termination of the lease (for whatever reason) without compensation to the lessees, although the lessees have the right to dismember and retain any fixed additions made to the premises. Insurance of the premises (including material damage and public liability) is at the charge of the lessees. The lessees do not enjoy the right to assign, sublet, or in any manner transfer the lease without the lessor's written consent. The lessees enjoy a right of first refusal to re-rent the premises upon termination of the lease should the lessor wish to let it again, exercisable within a period of thirty days from termination of the lease.

B. CORKS HOTEL – ST. JULIANS

This is a 3-star hotel development the construction whereof is due to start in the coming months, over a site measuring approximately 142 sq.m., situated at 56, Triq San Gorg, San Giljan, which will be adjacent to G Hotel.

The hotel, when finished, will consist of 34 rooms, partly overlying third party commercial property. It will span over 11 floors, with entrances and reception and an eatery at ground floor and first floor, and having the rest of the 9 floors accommodating 34 rooms, mostly 4 per floor save for the top floor where one finds also terracing.

The development was approved in 2021 by virtue of planning permit PA/1466/19. More recently a permit has been obtained in 2024 (PA/05611/24) to demolish and reconstruct the Class 4D restaurant at basement and ground floor levels which will underlie the Corks Hotel. This restaurant will be operated separately from the Corks Hotel and is currently given under temporary emphyteusis to third parties. Its demolition and reconstruction was necessary to provide more solid and sound foundation for the Corks Hotel which will be constructed over the same.

The site and constructions thereon of the Corks Hotel was acquired by the Guarantor from AGB Holdings Limited by virtue of the public deed in the records of Notary Demi Caruana of 19 August 2025.

The projected development costs of the Corks Hotel are expected to amount to approximately €3,500,000. These are expected to be financed by the proceeds of issue of Bonds of the first Tranche to be issued under the Secured Bonds Issuance Programme, as set out in the relevant Final Terms being issued concurrently with this Base Prospectus.

It is the intention that upon completion and finishing of the Corks Hotel, this will be leased to third parties for operation as a hotel.

C. GZIRA HOTEL – GZIRA

This is another 3-star hotel development currently under construction, over a site measuring approximately 270 sq.m., situated at 14, 15, 16, 17 and 17A, Msida Road, Gzira, owned by the Guarantor.

In terms of permits currently in hand, the hotel, when finished, will consist of 34 rooms, which will span over 9 floors, with reception and an eatery at ground floor, and having the rest of the 8 floors accommodating the rooms, including a multi purpose hall and lots of terracing as well as a pool at the top floor. The construction of the above-mentioned development is currently completed in shell form and finishing works are due to commence shortly.

The development mentioned above was approved in 2021 by virtue of planning permit PA/01139/19.

The projected finishing costs of the hotel development under the current permits, as explained above are expected to amount to approximately €3,800,000. These are expected to be financed by the proceeds of issue of Bonds of the first Tranche to be issued under the Secured Bonds Issuance Programme, as set out in the relevant Final Terms being issued concurrently with this Base Prospectus.

More recently an application has been made for a planning permit (PA/00388/25) to construct additional 2 floors, such that the hotel would consist of a total of 49 rooms, as well as a class 4D restaurant at ground floor level (including kitchen and stores) as well as roof top pool with a further underlying restaurant. A decision on such application has not yet been made by the Planning Authority.

If such additional further development is approved, the projected development and finishing costs thereof are expected to amount to approximately €1,700,000. These may be financed by the proceeds of issue of Bonds of the second and/or subsequent Tranche/s that may eventually be issued under the Secured Bonds Issuance Programme, as will be set out in the relevant Final Terms to be issued in respect thereof.

It is the intention that upon completion and finishing of the Gzira Hotel, whether in terms of the currently issued planning permits or as may eventually be further permitted pursuant to the planning application made recently, this will be leased to third parties for operation as a hotel.

D. GZIRA COMMERCIAL OUTLETS – GZIRA

These are two adjacent finished commercial outlets, constructed on a site measuring in total approximately 300 sq.m. and abutting on two different roads, one of which is situated at 'Jungle Joy', Msida Road, Gzira, whilst the other at 'Chef Choice', Triq ix-Xatt, Gzira. These are situated at ground floor.

These two outlets are situated on the site and premises which previously accommodated a car showroom, Auto Sales Showroom, in Gzira. Such premises underwent some structural modifications and also introduction of new Class 4D (restaurant) outlet, which were approved in 2016 by virtue of planning permit PA/03603/15.

These two commercial tenements were acquired by the Guarantor from AGB Holdings Limited by virtue of the public deed in the records of Notary Demi Caruana of 19 August 2025.

The premises named 'Jungle Joy' are currently leased to third parties for operation as a restaurant. The current period of lease is of fifteen years commencing from 2 May 2019, with the first five years being *di fermo*. The currently applicable rent is €50,647 per annum.

The premises named 'Chef Choice' are currently leased to third parties for operation as a butcher type shop. The current period of lease is of sixteen years commencing from the date the lessor gave its written go ahead to the lessee to start finishing works, namely from January 2018. The first two years were *di fermo*, and thereafter the lessees are entitled to terminate the lease upon every term of two years, by giving six months' prior notice to the lessor. The rent was agreed at €45,000 per annum, which is increased by 3% every year from the second year of the lease. The currently applicable rent is thus €55,344 per annum. The rent is payable every three months in advance.

The following are conditions common to the lease of both commercial premises:

The lessees were responsible for finishing works to the premises at inception of the lease to render it suitable for its intended use. No structural alterations are allowed without the consent of the lessor. The lessees are responsible for ordinary repairs and maintenance to the premises whereas the lessor is responsible for extraordinary repairs and maintenance. Improvements made by the lessees shall accede to the premises at the termination of the lease and become the property of the lessor without compensation to the lessees. Insurance of the premises (including material damage and public liability) is at the charge of the lessees. The lessees may not sub-let the premises. They cannot assign the lease except with the explicit written consent of the lessor and for a premium of €20,000 payable to the lessor, save where such assignment is made to a company fully owned by the lessees or one of them.

E. SLIEMA DEVELOPMENT – SLIEMA

This is a proposed development over a site measuring approximately 141 sq.m., situated at 80 and 80A, Sqaq il-Fawwara, Sliema.

The site, with dwelling and buildings currently existing thereon, are still owned by third parties, but are subject to a preliminary agreement of sale with the Guarantor dated 5 August 2024 where the Guarantor has promised to purchase the same subject to the condition of obtaining full development permits for the proposed development and subject to the other terms and conditions stipulated therein. The price of the property is stated to be €1,900,000.

An application has been made for a planning permit (PA/8500/24) in respect of the proposed development, which is still being processed.

If approved, the proposed development will consist of demolition of existing dwelling house and restaurant, and the construction of a commercial outlet at ground floor level and overlying 20 apartments spread over 10 floors, and a 2-bedroom penthouse at an overlying receded floor level, with an overlying rooftop pool area.

If such proposed development is approved, the projected acquisition, development and finishing costs thereof are expected to amount to approximately €4,000,000. These may be financed by the proceeds of issue of Bonds of the second and/or subsequent Tranche/s that may eventually be issued under the Secured Bonds Issuance Programme, as will be set out in the relevant Final Terms to be issued in respect thereof.

If the development is approved by the Planning Authority and the site is acquired by the Guarantor, it is the intention that upon completion and finishing of the Sliema Development, the commercial and residential units therein will be retained for investment and leased to third parties to generate rental income.

F. MISRAH IL-BARRIERI MSIDA DEVELOPMENT – MSIDA

This is a residential block constructed over a site measuring approximately 260 sq.m. situated at 'Cantera Mansions', Misrah il-Barrieri Street, Msida.

The block consists of a garage with 5 car spaces at ground floor level and 12 overlying apartments, including 2 penthouses, spread over 6 overlying floors. The development was approved in 2021 by virtue of planning permit PA/04848/21.

The block is currently almost finished and the units are subject to preliminary agreements for sale to third parties.

The site over which the development has been constructed had been purchased by notarial deed of 20 September 2022, and the development is owned, as to one half undivided share each by the Guarantor and by DMC Holdings Limited (C97511), the latter being a third-party company unrelated to the Group.

As of the date hereof, the garage and the apartments within the Block are all subject to preliminary agreements for sale to third parties.

When the Guarantor and DMC Holdings Limited originally acquired the site over which the development was constructed, they had jointly and severally taken a loan from APS Bank p.l.c. of €990,000. As at 20 August 2025 its balance amounted to the sum shown in Table B under the sub-heading 'Bank financing of the Group' under section 8.2 of this Base Prospectus. It is the intention to fully repay such balance in the short term, upon the final sale of the remaining units. Whilst the Guarantor has to repay only one-half of the remaining balance of loan, it is technically exposed to an obligation to repay the full balance in view of the fact that it has undertaken the loan obligations jointly and severally with DMC Holdings Limited.

Valuation of Guarantor's properties

The properties of the Guarantor or in which the Guarantor has an interest described in sub-headings A to E above have been valued by an independent valuer in the Property Valuation Report as shown in the following Table A:

TABLE A

Property	Valuation based on open market value of property in its existing state as at 10 July 2025, as per the Property Valuation Report* - (€)	Estimated capital value at current prices and on the basis of current market conditions, after development has been completed, where applicable, as per the Property Valuation Report* - (€)
i. G Hotel;	€6,800,000	€6,800,000
ii. Corks Hotel;	€3,500,000	€9,400,000
iii. Gzira Hotel (without the additional overlying 2 floors for which application PA/00388/25 has been made for a planning permit);	€6,400,000	€15,400,000
iv. Gzira Hotel (with the additional overlying 2 floors for which application PA/00388/25 has been made for a planning permit);	€6,400,000	€17,100,000
v. Gzira Commercial Outlets, namely:		
a) 'Jungle Joy', Msida Road, Gzira; and	€1,180,000	€1,180,000
b) 'Chef Choice', Triq ix-Xatt, Gzira	€1,300,000	€1,300,000
vi. Sliema Development	€2,400,000	€7,000,000

*These valuations are based on the Architect's Property Valuation Report dated 10 July 2025, which is available for inspection at the registered address of the Issuer and also on the Issuer's website, on the following hyperlink www.agb.com.mt.

Other future developments and investments

The Group may also become involved in and/or make property developments and property investments from time to time in future. The Group is always seeking new opportunities for profitable commercial and/or residential developments and property investments.

8. Financing and Solvency

8.1 Solvency and credit ratings

There are no recent events particular to the Issuer or the Guarantor which are to a material extent relevant to an evaluation of their respective solvency.

No credit ratings have been assigned to the Issuer or the Guarantor at the request or cooperation of the said Issuer or, as the case may be, the Guarantor in the rating process.

8.2 Financing and funding structure of the Issuer and the Group

There are no material changes in the Issuer's borrowing and funding structure since the date of incorporation, also in view of the fact that the Issuer has been recently incorporated and registered.

There are no material changes in the Guarantor's borrowing and funding structure since the last financial year of the Guarantor, apart from the reassignment from AGB Holdings Limited to the Guarantor of bank facilities granted by APS Bank p.l.c. and relating to properties recently acquired by the Guarantor from the said AGB Holdings Limited pursuant to the restructuring exercise referred to in section 6.3 of this Base Prospectus, and the reassignment from the Guarantor to AGB Holdings Limited of bank facilities granted by APS Bank p.l.c. and relating to properties recently transferred by the Guarantor to the said AGB Holdings Limited pursuant to the said restructuring exercise. The loans so reassigned to the Guarantor are included in Table B under the sub-heading 'Bank financing of the Group' below.

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) cash flow from profits generated by the Group's operations; (ii) possibly external bank credit and loan facilities; and (iii) the proceeds from the Bonds which may be issued from time to time under the Secured Bonds Issuance Programme.

Financing of operations and of payment obligations through the Group's operations

The business within the Group, principally the Guarantor, is expected to generate operational profits for the Group, principally in the form of rental income generated by the Guarantor from its current portfolio of investment property, which rental income is due to increase once the property developments being currently constructed and/or finished are duly completed and rented out. The Group may also in future sell any of its property investments if financially feasible or if circumstances so warrant. The Group may also generate other operational revenues from any other business activities undertaken from time to time by the Group and the companies forming part thereof.

Such operational revenues will be used to finance investments, acquisitions and expenses involved in the business operations and growth of the Group. They are also expected to finance payments under bank borrowings obtained by the Group as well as payments of loans made by the Issuer to the Guarantor out of the proceeds of the Bond Issue under various Tranches, thus financing the payments due under the Bonds.

Bank financing of the Group

As at 20 August 2025, the Group, particularly the Guarantor had bank loan facilities available and total bank borrowings, based on sanction letters in place as at such date, as shown in the following Table B:

TABLE B

Borrower Group company	Development/ Purpose of borrowing	Bank	Total Facility Amount	Approx. Balance as at 20/08/2025	Interest per annum as at 20/08/2025	Repayment
1. AB Investments Limited	To finance acquisition and development of the Corks Hotel	APS Bank plc	Loan (St. Julians)*: €2,283,960	€526,408	2.25% per annum over Bank's Base Rate (currently 2.25%), so effectively currently 4.5% per annum	At monthly instalments of €23,960, repayable in full by July 2033 each
2. AB Investments Limited	To finance acquisition of original showroom where the Gzira Commercial Outlets are situated	APS Bank plc	Loan (Gzira)*: €1,100,000	€1,036,796	2.75% per annum over Bank's Base Rate (currently 2.25%), so effectively currently 5% per annum	At monthly instalments of €8,739, repayable in full within 15 years from first drawdown
3. AB Investments Limited	To finance part of the acquisition of and the development of the Gzira Hotel	APS Bank plc	Loan (Gzira – Msida Road)*: €1,768,882	€1,531,991	2.5% per annum over Bank's Base Rate (currently 2.25%), so effectively currently 4.75% per annum	At monthly instalments of €20,454, repayable in full by March 2023 (with an expected bullet payment of at least €500,000 from surplus sale proceeds of the development project in Windsor Terrace Street, Sliema).
4. AB Investments Limited & DMC Holdings Limited	To finance part of the acquisition of and the development of the Cantera Development	APS Bank plc	Loan (Msida)**: €990,000	€414,000	2.5% per annum over Bank's Base Rate (currently 2.25%), so effectively currently 4.75% per annum	To be repaid in full within 3 years from first drawdown from 80% of sales proceeds of the units.

*These loans were originally granted to AGB Holdings Limited but were recently reassigned to the Guarantor pursuant to the restructuring exercise which took place and the transfer of the relevant properties to the Guarantor.

**This loan has been taken out by the Guarantor and DMC Holdings Limited, jointly and severally between them and they are jointly and severally liable therefor.

The bank loans and facilities set out in rows 1 to 4 of Table B above are herein referred to as “Relevant Bank Loans”.

The said Relevant Bank Loans are secured through various security interests in favour of the bank (the “Bank Security Interests”) granted over assets of the Group or otherwise granted by the Group, including in some cases over assets of third parties or entities outside the Group, and even the loan set out in row 4 of Table B above is secured by certain security interests in favour of the bank. Such Bank Security Interests typically include, without limitation, general hypothec/s by the Guarantor over all its present and future assets, a first special hypothec and/or privilege over property owned by the Guarantor (including certain property the acquisition and/or development whereof constitutes the purpose or one of the purposes of the relevant loan or facility, where applicable), a pledge on insurance proceeds under various insurance policies of the Guarantor, pledge on bank account/s and/or personal guarantees by the shareholder/beneficial owner, and a series of covenants and undertakings by the director and shareholder of the Guarantor (Alan Bonnici), including undertakings that no declaration and payment of dividends and no repayments of shareholders’ loans or advances to the Guarantor, are to be made or demanded without the bank’s prior consent.

The above-mentioned Relevant Bank Loans are intended to be refinanced through part of the proceeds of issue of Bonds of the first Tranche to be issued under the Secured Bonds Issuance Programme, as set out in the relevant Final Terms being issued concurrently with this Base Prospectus, whereupon the Bank Security Interests securing the said Relevant Bank Loans shall be cancelled and/or released as provided in the said relevant Final Terms being issued concurrently with this Base Prospectus.

The Group may from time to time seek further financing from banks as well as from other sources for various projects or operations.

Further financing through the Bonds

The Group intends to obtain further financing for certain projects and operations through the issue of the Bonds under one or more Tranches under the Secured Bonds Issuance Programme, in terms of this Base Prospectus and the applicable Final Terms.

9. Trend Information

There has been no material adverse change in the prospects of the Issuer or the Group since the date of its last published audited financial statements. Moreover, as explained in section 6.3: Organisational Structure of the Group, since the end of the last financial period, the Group has undergone a significant restructuring, including the incorporation of the Issuer as a financing vehicle, the transfer of key properties from AGB Holdings Limited to the Guarantor, the transfer of non-core properties from the Guarantor to AGB Holdings Limited, appropriate reassignment of debts, as well as the capitalisation of an amount of €8,182,326 due by the Guarantor to the shareholder.

The Directors believe that the Issuer and the Group will generally face the typical business risks associated with the property and tourism industries in Malta. They do not foresee any significant negative impact on the Issuer's and Guarantor's prospects over the next 12 months, barring any unforeseen events. The Issuer's performance is closely tied to the business outlook of the Guarantor, making the Guarantor's trend information (detailed below) crucial to its financial health and future prospects.

Economic update

As per the European Commission's economic forecast for Malta dated 19 May 2025¹, Malta's economy is expected to maintain strong momentum over the next two years, following a robust 6.0% GDP expansion in 2024. Growth is forecast at 4.1% in 2025 and 4.0% in 2026, driven by solid domestic consumption, positive net exports—particularly in tourism and services—and a modest recovery in investment. Despite global uncertainties, Malta's economic performance remains resilient, supported by a stable macroeconomic framework and limited exposure to external trade shocks.

In 2024, household and government spending were the main contributors to growth. Private consumption rose by 5.7%, helped by real income gains as inflation eased, while government consumption grew by 7.3%. Services exports remained a key growth engine, with tourist expenditure increasing by 23.1% year-on-year. Other services—such as financial, IT, and professional activities—also expanded. Investment, which declined in 2023, rebounded by 2.4% in 2024 and is expected to grow further, though at a pace below its long-term average, with forecasts of 2.5% in 2025 and 2.1% in 2026.

Labour market conditions remain favourable. Employment grew by 5.1% in 2024, mainly due to inward migration to fill labour gaps, but is expected to moderate to 3.1% in 2025 and 2.8% in 2026. The unemployment rate is projected to stay low at 3.1%. Wage growth is anticipated to remain above inflation, with average increases of 4.1% in 2025 and 3.5% in 2026, reflecting a tight labour market.

Inflation is forecast to continue easing, from 2.4% in 2024 to 2.2% in 2025 and 2.1% in 2026. Food and services inflation will remain the main contributors, while energy prices are expected to remain stable due to continued government intervention.

On the fiscal side, the government deficit narrowed to 3.7% of GDP in 2024, largely thanks to stronger tax revenues and one-off gains. Despite higher spending—including on the national airline—further improvements are expected, with the deficit falling to 3.2% in 2025 and 2.8% in 2026. The drop is driven by reduced capital expenditures, declining subsidies as a share of GDP, and steady energy-related support. Although tax reforms will reduce personal income tax revenues, this will be offset by broader revenue growth. Public debt is projected to remain below 48% of GDP, while the current account surplus is expected to persist, supported by strong services exports.

In summary, Malta's outlook remains positive, anchored by healthy domestic demand, a vibrant services sector, and prudent fiscal policy.

¹ European Commission – Economic Forecast for Malta (19 May 2025, <https://economy-finance.ec.europa.eu/economic-surveillance-eu-economies/malta/economic-forecast-malta-en>)

Tourism industry in Malta

The tourism industry in Malta has witnessed strong growth over recent years, with 2024 being a record-breaking year. NSO data² indicates inbound tourists increased by 19.5% between 2023 and 2024 to stand at around 3.6 million. Tourist expenditure also continues to rise, driven by both the increased volume of visitors and higher spending patterns, particularly among certain tourist demographics. NSO data shows that total expenditure by tourists in Malta increased by 23.1% between 2023 and 2024. The increase was broad-based across all expenditure categories. Over the same period, expenditure per capita increased to €924, from €897 a year earlier. Despite these positive trends, challenges persist, especially in managing seasonal fluctuations, rising operational costs, and shifts in tourist preferences. Tourist arrivals continue to be strong in 2025, with an increase of 18.9% for the first quarter of 2025 compared to the first quarter of 2024, despite the first quarter being off-peak winter months. NSO data shows that total expenditure by tourists in Malta increased by 24.6% between Q1 2025 and Q1 2024. Over the same period, expenditure per capita increased to €733, from €700 a year earlier.

As per the Central Bank of Malta's publication titled *Developments in Malta's Tourism and Hotel Sector*³, three-star hotels have been one of the more resilient segments in the Maltese hotel industry. As more tourists prioritize budget accommodation, this segment has seen increased occupancy rates and stable revenue streams. The key drivers of success for three-star hotels have been competitive pricing and the ability to attract younger, more cost-conscious tourists. However, like other segments, three-star hotels face challenges related to rising operational costs, including wage increases which continue to add pressure on profit margins. Yet, three-star hotels have managed to maintain profitability by leveraging high occupancy rates during peak seasons.

This resilience and profitability are particularly positive for the Group, given that all its hotels—namely G Hotel, Corks Hotel, and Gzira Hotel—are or are expected to be three-star establishments. The Group stands to benefit from the stable revenue streams and high occupancy rates characteristic of this segment, positioning it well to navigate operational challenges while maintaining a strong market presence.

Property market in Malta⁴

The property market in Malta has exhibited strong resilience and continued growth over recent years, underpinned by robust domestic demand, sustained foreign investment, and a stable macroeconomic environment. Historically considered a safe and tangible investment, real estate in Malta has benefited from a combination of low interest rates, limited land availability, and government-led incentives aimed at first-time buyers and property regeneration. Demand has remained particularly buoyant in the residential segment, with notable activity in urban centres such as Sliema, St. Julian's, and the capital Valletta, as well as in emerging areas experiencing infrastructural development. Concurrently, the commercial real estate sector—particularly office space and retail—has responded positively to increasing activity in financial services, iGaming, and the digital economy, although remote working trends have slightly reshaped office space requirements.

Despite global inflationary pressures and increased construction costs, property values in Malta have continued to trend upward, supported by a relatively inelastic supply and persistent demand. The rental market has also seen recovery following the pandemic, particularly in high-demand localities and among short-let properties, driven by a rebound in tourism and foreign workforce mobility. Nevertheless, the market faces certain headwinds, including stricter regulatory oversight, environmental concerns, and growing calls for urban planning reform. Looking ahead, the outlook for the Maltese property market remains broadly positive, though more moderate growth is anticipated. Policy initiatives focused on sustainable development, affordable housing, and improved infrastructure are expected to shape market dynamics in the medium term. Continued investor confidence, population growth, and strategic positioning within the EU reinforce Malta's long-term attractiveness as a real estate investment destination.

² National Statistics Office – Tourism (<https://nso.gov.mt/tourism/>)

³ *Developments in Malta's Tourism Industry and Hotel Sector* (25 October 2024), <https://www.centralbankmalta.org/site/Reports-Articles/2024/BD-2024-4-Box-1.pdf?revcount=2765>)

⁴ Various sources notably: (i) *Malta Property Landscape* (May 2025, <https://maltapropertylandscape.mt/>), (ii) KPMG – *Construction and Property Market Report 2024* (December 2024, <https://kpmg.com/mt/en/home/insights/2024/12/construction-industry-and-property-market-report-2024.html>)

10. Financial Information

The Issuer was incorporated on 12 June 2025 and as such, no set of audited financial statements are available as at the date of this Base Prospectus.

As the Issuer is a wholly-owned subsidiary of the Guarantor, the financial information of the Guarantor is hereby being provided below.

The table below provides a cross-reference list to key sections of the audited financial statements of the Guarantor for the financial year ended 31 December 2022 and audited financial statements for 31 December 2023, and 31 December 2024 as audited by Finaserv Limited.

The said financial statements are incorporated by reference in this Base Prospectus and are available for download on the website of the Issuer (www.agb.com.mt) and, in respect of Final Terms issued after the date when the Issuer becomes a listed company, by means of electronic publication on the website of the Malta Stock Exchange (www.borzamalta.com.mt).

Guarantor	2022 (Audited)	2023 (Audited)	2024 (Audited)
Income statement	3	3	3
Balance sheet	4	4	4
Statement of cash flows	N/A	N/A	6*
Notes to the financial statements	5-11	5-12	7-12
Independent auditor's report	12-14	13-15	13-15

* Statement of cash flows for 2023 can be found as comparatives in the 2024 audited financial statements.

The FY2024 financial statements are the Guarantor's first financial statements prepared under International Financial Reporting Standards as adopted by the EU ("IFRS"). The Guarantor's previous financial statements, for the year ended 31 December 2023, were prepared in accordance with the Accountancy Profession (General Accounting Principles for Small and Medium-Sized Entities) Regulations, 2015 and the Schedule accompanying and forming an integral part of those Regulations ("GAPSME"). The date of transition to International Financial Reporting Standards as adopted by the EU is the beginning of the earliest period for which the Guarantor presents full comparative information in accordance with International Financial Reporting Standards as adopted by the EU in the FY2024 financial statements, hence 1 January 2023.

Historical financial information of the Guarantor

The following table presents the income statement of AB Investments Limited, detailing the Guarantor's business performance over the past three years.

Income Statements	2022 (Audited)	2023 (Audited)	2024 (Audited)
	€	€	€
Revenue	-	58,577	56,500
Administrative expenses	(3,200)	(17,274)	(20,088)
Operating Income/(loss)	(3,200)	41,303	36,412
Interest expense	(22,870)	(18,497)	(28,611)
Interest income	-	100	100
(loss) / Profit before taxation	(26,070)	22,906	7,901
Taxation	-	(8,610)	(8,475)
(loss) / Profit for the year	(26,070)	14,296	(574)

No revenue was generated in FY2022 as the revenue-generating properties were not yet operational. Revenues of €58.6k in FY2023 and of €56.5k in FY2024 were generated primarily through rental income from the units located at Victor Denaro Street in Sliema.

Administrative expenses in FY2022 related mainly to auditor's remuneration, insurance, registry fees, professional fees and utilities. The increase in FY2023 is primarily attributable to (i) accountancy fees of €5.4k; (ii) professional fees of €6.5k; and (iii) repairs and maintenance of €1k. In FY2024, administrative expenses increased mainly due to sales promotions.

Interest paid encompass interest on bank loans and bank charges, while interest received represents minimal interest received on savings accounts.

No taxation was recognised in FY2022 due to the Guarantor being loss-making for that year. Taxation of €8.6k in FY2023 and €8.5k in FY2024 represent primarily 15% final withholding tax rate on gross rental income received.

The Guarantor experienced a loss in FY2022, with no revenue generated and significant administrative and finance costs. The Guarantor became profitable in FY2023, achieving a net profit of €14.3k, primarily due to generation of rental income. However, profitability decreased in FY2024, with a net loss of €574, as increased administrative expenses and higher net finance costs impacted the overall performance.

Statement of Financial Position	2022 (Audited)	2023 (Audited)	2024 (Audited)
	€	€	€
Non current assets			
Property, plant and equipment	2,329,751	2,665,513	10,713,988
Total non-current assets	2,329,751	2,665,513	10,713,988
Trade and other receivables	1,105,493	153,273	386,535
Cash at bank	233,095	547,944	408,995
Total current assets	1,338,598	701,217	795,530
Total assets	3,668,339	3,366,730	11,509,518
Capital and reserves			
Share capital	651,200	651,200	651,200
Revaluation reserve	-	-	5,373,843
Retained earnings / (Accumulated losses)	(1,243)	13,053	12,479
Total capital and reserves	649,957	664,253	6,037,522
Non-current liabilities			
Borrowings	3,004,982	2,206,006	3,386,315
Total non-current liabilities	3,004,982	2,206,006	3,386,315
Current liabilities			
Trade and other payables	13,400	487,861	1,177,021
Deferred tax liability	-	-	673,600
Bank overdraft	-	-	226,585
Taxation	-	8,610	8,475
Total current liabilities	13,400	496,471	2,085,681
Total liabilities	3,018,382	2,702,477	5,471,996
Total equity and liabilities	3,668,339	3,366,730	11,509,518

AB Investments' asset base

The Guarantor's asset base as at 31 December 2024 comprised mainly:

- a) Investment property of €10.7m comprising mainly: (i) Windsor Terrace apartments (€1.3m); (ii) Gzira Hotel (€6.4m); (iii) Misrah il Barrieri property, Msida (€751k); (iv) Victor Denaro Street properties (€2.0m); (v) a property situated in Senglea (€172k), which was sold in FY2025. During FY2024, a revaluation uplift of €4.7m was recognised for the Gzira Hotel, which remains under construction, and €1.3m for the properties located on Victor Denaro Street, Msida, based on a property valuation prepared by an independent architect;
- b) Receivables of €386.5k comprising mainly related party loans;
- c) Cash at bank of €409.0k.

The Guarantor's total asset base increased from €3.7m in FY2022 to €11.5m in FY2024 primarily as a result of the revaluation uplifts on Gzira Hotel and Victor Denaro Street properties, partly mitigated by a net repayment on related party loans receivable.

AB Investments' capital and reserves

Capital and reserves as at 31st December 2024 comprise:

- a) Issued share capital of €651.2k;
- b) Revaluation reserves of €5.4m which arose as a direct result of the revaluation uplift of Gzira Hotel (€4.7m) and Victor Denaro Street properties (€1.3m), net of deferred tax liability (€673.6k);
- c) Retained earnings of €12.5k representing accumulated profits retained within the Guarantor.

Capital and reserves increased from €0.6m in FY2022 to €6.0m in FY2024 primarily due to the revaluation uplifts, partly mitigated by a net repayment of the shareholder loan balance to the ultimate shareholder.

AB Investments' liabilities

Total liabilities as at 31st December 2024 comprise mainly:

- a) Borrowings of €3.4m consisting mainly of loans taken from APS Bank to finance development of the aforementioned investment properties. These loans are expected to be partially refinanced from the Bond proceeds;
- b) Trade and other payables of €1.2m consisting primarily of deposits collected on promises of sale for certain investment properties, mainly units located at Windsor Terrace and Senglea, which are scheduled to be sold in FY2025. These liabilities are expected to be fully settled following the completion of these sales.
- c) Deferred tax liability of €673.6k relating to the revaluation uplifts of Gzira Hotel and the properties at Victor Denaro Street, Msida;
- d) Bank overdraft of €226.6k; and
- e) Tax liability of €8.5k.

Total liabilities increased from €3.0m in FY2022 to €5.5m in FY2024 mainly as a result of (i) increase in bank loans to finance development of investment properties; (ii) deposits collected on promise of sale agreements for units scheduled to be sold in FY2025; and (iii) recognition of deferred tax liability.

The following table presents the statement of cash flows of AB Investments, detailing the Guarantor's cash movements over the past three years.

Statement of Cash Flows	FY2022 (Derived)	FY2023 (Audited)	FY2024 (Audited)
	€	€	€
Operating activities			
Profit / (loss) before taxation	(26,070)	22,906	7,901
Trade and other receivables	(87,427)	952,220	(233,262)
Trade and other payables	(1,870)	486,511	689,160
Cash generated/(used in) from operations	(115,367)	1,461,636	463,799
Taxation paid	-	-	(8,610)
Net cash generated from/(used in) operating activities	(115,367)	1,461,636	455,189
Investing activities			
Acquisition of property, plant and equipment	(1,429,882)	(335,762)	(2,001,032)
Net cash used in investing activities	(1,429,882)	(335,762)	(2,001,032)
Financing activities			
Dividends paid	(600,000)	-	-
Movement in loans	1,546,587	(798,976)	1,180,309
Net cash generated from/(used in) financing activities	946,587	(798,976)	1,180,309
Net change in cash and cash equivalents	(598,662)	326,899	(365,534)
Opening cash and cash equivalents	819,707	221,045	547,944
Closing cash and cash equivalents	221,045	547,944	182,410

Operating activities

In FY2022, net cash used in operating activities was negative €115.4k, comprising mainly (i) administrative expenses of €3.2k paid during the year; (ii) €87.4k increase in receivables relating mainly to an increase in a related party loan; (iii) increase in trade and other liabilities of €1.9k relating primarily to deposits received; (iv) and net finance costs of €26.1k.

In FY2023, net cash generated from operating activities was positive €1.5m. This was primarily due to (i) a positive operating income of €41.3k, mainly from rental income net of administrative expenses; (ii) a €952.2k decrease in receivables, largely from the settlement of a related party loan; and (iii) an increase of €486.5k in trade and other payables arising mainly from deposits received for units to be sold.

In FY2024, net cash generated from operating activities was a positive €455.2k. This was primarily due to (i) a positive operating income of €36.4k, mainly from rental income net of administrative expenses; (ii) a €233.3k decrease in receivables, largely from an decrease in related party loans; and (iii) an increase of €689.2k in trade and other payables arising mainly from deposits received for units to be sold.

Therefore, the net cash generated from operating activities for FY2022 to FY2024 was €1.8m arising mainly from the movements in related party loan and the deposits collected on units to be sold (relating mainly to the Windsor Terrace, Misrah il-Barrieri and Senglea properties).

Investing activities

Net cash used in investing activities for FY2022 to FY2024 totalled €3.7m consisting mainly of construction and finishing costs of investments properties.

Financing activities

Net cash generated from financing activities for FY2022 to FY2024 totalled €1.3m resulting from net positive movement in loans of €1.9m to finance construction and finishing of the aforementioned sites net of €600k dividends paid to the ultimate shareholder in FY2022 arising mainly from profits from past projects.

Closing cash and cash equivalents

Following the above cash movements, cash and cash equivalents decreased from €819.7k at the start of FY2022 to €182.4k at the end of FY2024.

11. Administrative, Management and Supervisory Bodies

11.1 Board of Directors of the Issuer

The Issuer is currently managed by a Board consisting of four Directors entrusted with its overall direction and management. As at the date of this Base Prospectus, the Board of the Issuer is composed of the individuals listed in section 5.1 of this Base Prospectus.

The Board of Directors of the Issuer currently consists of one executive Director and three non-executive Directors.

The executive director, Mr Alan Bonnici, is also an executive director on the board of the Guarantor. Together with the Group's executive team, the executive Director of the Issuer is responsible for acquisitions, development and operations and is entrusted with the Group's day-to-day management.

The non-executive Directors' main functions are to monitor the executive Director/s and his/her/their performance, as well as to review proposals tabled by the executive Director/s, and also to provide specialist support to the executive Director/s where applicable. In line with generally accepted principles of sound corporate governance, a number of the non-executive Directors, who should constitute at least a third of the Board, shall be a person/s independent of the Group. Currently, the Issuer has 3 non-executive Directors, namely Dr Michael Sciriha, Dr Sam Abela and Mr Arthur Gauci. Dr. Sciriha and Mr Gauci are deemed independent, as set out in section 5.1 of this Base Prospectus, in that they are free from business, family or other relationships with the Issuer, its controlling shareholder or the management of either that create a conflict of interest such as to jeopardise exercise of their free judgment.

The legal and judicial representation of the Issuer is vested in any 2 directors acting jointly, without prejudice to the authority of the Board of Directors, by resolution, to delegate such representation to any person or persons in a particular case or cases or classes of cases.

The curriculum vitae of the directors of the Issuer are set out in section 11.3 below.

11.2 Board of directors of the Guarantor

As at the date of this Base Prospectus, the board of directors of the Guarantor is composed of three directors, being Mr Alan Bonnici, Mr Colin Bowman and Dr Sam Abela, whose curriculum vitae is set out in section 11.3 below.

11.3 Curriculum vitae of directors of the Issuer and the Guarantor

Alan Bonnici (Executive Director of the Issuer and of the Guarantor and CEO of the Group)

Alan Bonnici is a seasoned Managing Director and Chief Executive Officer of the Group with extensive experience in the insurance, development, retail, and hospitality sectors.

He began his career at the age of 17 as a director in his family's insurance business, Bonnici Insurance Agency Limited, which is an agent for Mapfre Middlesea. Transitioning to the development industry in 2005, Alan has spearheaded numerous high-profile projects across Malta and Gozo, including residential, commercial, and hospitality developments. Alan is recognized as a prominent developer in Malta, known for his significant contributions to the real estate and hospitality sectors. He focuses on the quality and impact of his projects. Alan's diverse portfolio and strategic partnerships have established him as a key figure in Malta's development and hospitality industries.

Sam Abela *(Non-executive Director and Chairman of the Board of Directors of the Issuer and Non-executive Director of the Guarantor)*

Dr Abela, graduated from the University of Malta as Bachelor of Legal and Humanistic Studies in 2004 and was then awarded the Notarial Diploma and eventual Doctorate in Laws in 2005 and 2007 respectively.

A Notary by profession, Dr Abela excels in the granting of advice and guidance accordingly. Dr Abela's management skills have over time built his strong character which can be seen in the various works carried out under his management.

His skills in conveyancy, and general contractual dealings, have helped him excel throughout his professional achievements in the past seventeen years.

Apart from being a Director, Dr Sam Abela is also Chairman of the Board of Directors and a member of the Audit Committee of the Issuer, and a non-executive director of the Guarantor.

Arthur Gauci *(Non-executive Director of the Issuer)*

Arthur Gauci graduated Bachelor of Accountancy from the University of Malta in 1991. Since then he has worked in the banking sector, later moving into the accountancy and auditing profession. In the mid-nineties he joined the Seabank Group as Group Financial Controller wherein he was primarily responsible for the finance and information technology departments. In such capacity he was actively involved and responsible for a number of acquisitions together with the securing of the necessary finance to support the Group's expansion. He played a key role in launching a successful IPO for €5,800,000 on the Alternative Companies List of the Malta Stock Exchange. During the same period, successful negotiations led to the acquisition of franchise rights for Hard Rock Café in Malta. He was also very much involved in the contract catering business of the Group, including the provision of in-flight catering for Air Malta and the in-patient meals for all Government run hospitals. He was also actively involved in spearheading expansion of the Group into a new dimension, namely care for the elderly. His involvement extended also to the property development side of the Group's business which he managed and run both as a shareholder and director. This included the bidding process for the successful award of the former ITS site in St. George's Bay St. Julian's. Arthur also spearheaded a successful public bond issue of the Group in 2017 for €65 million. During his tenure as CEO of the db Group from 2008 to 2020, such group was transformed from a small family run business to a major operator on the local scene. Arthur has now moved on as a business consultant on a freelance basis.

He holds a number of directorships in other public listed as well as private entities.

During the years 1999 – 2004, he also served as a member of the Board of Directors of the Malta Transport Authority.

He holds a Fellowship with the Institute of Accountants.

Apart from being a Director, Arthur Gauci is also a member and the Chairman of the Audit Committee of the Issuer.

Michael Sciriha *(Non-executive Director of the Issuer)*

Michael Sciriha, the founder of Michael Sciriha Advocates, is widely respected as one of Malta's accomplished lawyers. With a history of involvement in high-profile cases and serving as counsel to established businesses, Michael has earned a reputation for legal excellence.

His expertise spans key legal areas, including Commercial Law, Criminal Law, Construction and Real Estate Litigation, and Legal Business Consultancy for established companies. Michael's wealth of knowledge, approachable nature, and client-focused dedication make him a sought-after legal professional.

In addition to his regular appearances at superior courts, Michael is recognized for his authority in commercial agreements, corporate criminal liability, and the medico-legal field. His representation of high-profile entities and individuals, both locally and internationally has earned him membership in the European Association of Criminal Law. Besides his legal qualifications, Michael gained an MA in Economics, and has over time been involved in statutory drafting in the medico-legal sphere as well as in the field of financial criminal law.

With over four decades since founding Michael Sciriha and Associates, he has played a key role in growing the practice into a leading law firm. Beyond his legal contributions, Michael has been involved in education as Pro-Chancellor of the University of Malta, President of the University Council, and a law lecturer. His engagement in sports structures, particularly in football, showcases his diverse interests and commitment to community involvement.

As a director on several company boards, Michael continues to exert influence, leaving a lasting impact as a respected figure in both legal and broader societal spheres.

Apart from being a Director, Dr Michael Sciriha is also a member of the Audit Committee of the Issuer.

Colin Bowman *(Non-executive Director of the Guarantor)*

Colin Bowman started his professional career as an employee of a local company within the accounts department. His main duties consisted of looking after payments to creditors, bank reconciliations and postings of transactions into the accounting software. After four years he moved on to another job with a local company as a general manager. His duties involved the general day-to-day operation of the company which employed around ten employees. He also helped in the financial aspect of the company and he used to prepare management information and cash flows for the directors. At the same time, he started assisting self-employed persons in compiling reports such as Vat returns, income tax returns and the general handling of their accounting records. After some time he took on this consultancy service on a full-time basis. Today his client base exceeds one hundred clients ranging from self-employed individuals to small and medium-sized companies. For the past ten years he has employed four people to assist him in the running of the operation. The main services offered are daily postings of transactions, payroll services, taxation, VAT and all other matters relating to the financial aspects of the clients. They also assist the auditors at year end with any information they would require to prepare the annual audited financial statements of the clients. During the past years he has also been appointed company director of a client who is involved in the import and retail of construction related materials, where he gained experience in the daily decision-making duties of directors and their duty to safeguard the best interests of the shareholders.

11.4 Management structure and management team

The Issuer is a finance company for the Group. Its business is managed by its Board of Directors and it does not separately employ any senior management. The Directors believe that the current organisational structures are adequate for the current activities of the Issuer, and that the Issuer does not require an elaborate management structure. The Directors will maintain these existing structures under continuous review to ensure that they meet the changing demands of the business and to strengthen the checks and balances as may be necessary for better corporate governance.

The key member/s of the Group's management team, apart from the executive director of the Issuer and of the Guarantor, Alan Bonnici, who acts as Chief Executive Office of the Group, is the following:

- Mark Ellul, who is responsible for project management of construction and finishing works in respect of the various projects of the Group.

11.5 Conflicts of interest

As at the date of the Prospectus, the executive Director of the Issuer and beneficial owner of the Group, namely Mr Alan Bonnici, is a director and shareholder of the parent company, namely the Guarantor. The above relationships and circumstances make the said executive Director of the Issuer susceptible to potential conflicts between the potentially diverging interests of the different members of the Group, including with respect to any loan to be advanced by the Issuer to the Guarantor out of the proceeds of the Bond Issue under any Tranche/s.

The said executive Director of the Issuer and of the Guarantor is or may in future be involved, as shareholder, beneficial owner, director, officer or otherwise in business or in entities outside the Group carrying out business which may be similar to or even competing with the business of the Group, including property development or property rentals, including the related company AGB Holdings Limited, or in entities supplying works, goods or services to or otherwise carrying out transactions with any Group company. Such involvements of such Director may create conflicts between the potentially diverging interests of the Guarantor on the one hand and the private interests of the said director and/or the interests of the entities outside the Group in which such Director is or may be involved as aforesaid.

In situations of conflict of interests involving the Issuer, the Directors shall act in accordance with the majority decision of the Directors who would not have a conflict in the situation and in line with the advice of outside legal counsel, where necessary. In this respect, the non-executive Directors of the Issuer voting on the matter shall ensure that transactions where such conflicts may arise are in the best interests of the Issuer and are determined on an arms-length basis. The presence of independent non-executive directors on the Board of the Issuer thus aims to minimise the possibility of any abuse of control by its major shareholder/s and/or beneficial owner/s.

Furthermore, 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 the different involvements of the Directors are handled according to law. The fact that the Audit Committee is constituted by non-executive Directors with a majority thereof being independent provides an effective measure to ensure that transactions vetted by the Audit Committee are determined on an arms-length basis and in the interests of the Issuer. Additionally, the Audit Committee has, pursuant to the relative terms of reference, been granted express powers to be given access to the financial position of the Issuer, the Guarantor and other Group companies (if any) on a quarterly basis. To this effect, the Issuer and other Group companies are to submit to the Audit Committee quarterly accounts.

To the extent known or potentially known to the Issuer as at the date of this Base Prospectus, there are no other potential conflicts of interest, save for those mentioned above, between any duties of the Directors of the Issuer and/or of the Guarantor, as the case may be, and their respective private interests and/or their other duties, which require disclosure in terms of the Prospectus Regulation.

12. Board Practices

12.1 Audit Committee

The terms of reference of the Audit Committee of the Issuer consist of *inter alia* its support to the Board in its responsibilities in dealing with issues of risk, control and governance. The terms of reference of the Audit Committee, as adopted by the Board, establish its composition, role and functions, the parameters of its remit, as well as the basis for the processes that it is required to comply with. The Audit Committee, which meets at least once every quarter, is a committee of the Board and is directly responsible and accountable to the Board. The Board reserved the right to change the Committee's terms of reference from time to time.

Briefly, the Audit Committee is expected to deal with and advise the Board on its monitoring responsibility over the financial reporting processes, financial policies and internal control structures; maintaining communications on such matters between the Board, management and the independent auditors; facilitating the independence of the external audit process and addressing issues arising from the audit process; and preserving the Issuer's assets by understanding the Issuer's risk environment and determining how to deal with those risks.

Additionally, the Audit Committee has the role and function of considering and evaluating the arm's length nature of any proposed transaction to be entered into by the Issuer and a related party, given the role and position of the Issuer within the Group, to ensure that the execution of any such transaction is, indeed, at arm's length and on a sound commercial basis and, ultimately, in the best interests of the Issuer. In this regard, the Audit Committee of the Issuer has the task of ensuring that any potential abuse which may arise in consequence of the foregoing state of affairs is immediately identified and resolved.

The Audit Committee has, pursuant to the relative terms of reference, been granted express powers to be given access to the financial position of the Issuer, the Guarantor and all other entities from time to time comprising the Group on a quarterly basis.

All of the Directors sitting on the Audit Committee are non-executives and the majority thereof are also independent. The Audit Committee is presently composed of Arthur Gauci, Michael Sciriha and Sam Abela. The Audit Committee is chaired by Arthur Gauci. In compliance with the Capital Markets Rules, Arthur Gauci is considered to be competent in accounting and/or auditing matters. The Audit Committee or its Chairman holds meetings with the executive Director/s as necessary to review the Issuer's accounts and operations. The Issuer considers that the members of the Audit Committee have the necessary experience, independence (taken collegially) and standing to hold office as members thereof. The CVs of the said members may be found in section 11.3 above. The Guarantor is not bound by the Capital Markets Rules to set up an Audit Committee.

12.2 Compliance with corporate governance requirements

As a consequence of the Bond Issue/s to be made pursuant to the Secured Bonds Issuance Programme and the forthcoming admission of Bonds to the Official List and in accordance with the terms of the Capital Markets Rules, the Issuer is required to endeavour to adopt and comply with the provisions of the Code of Principles of Good Corporate Governance forming part of the Capital Markets Rules (the “Code”). The Issuer declares its full support of 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 supports the Code and its adoption and believes that its application results in positive effects accruing to the Issuer.

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

A. PRINCIPLE 4 “THE RESPONSIBILITIES OF THE BOARD”

Since the Directors are appointed directly by the shareholders of the Issuer, the Board did not develop a succession policy for the future composition of the Board of Directors, whether the executive or the non-executive component thereof.

B. 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, the Audit Committee in so far as conflicting situations are concerned, the Company’s shareholders, the market and the rules by which the Issuer is regulated as a listed company.

C. PRINCIPLE 8 “COMMITTEES”

The Issuer does not have a Remuneration Committee nor a Nomination Committee, as recommended in Principle 8.

The Board considers that the size and operations of the Issuer do not warrant the setting up of such committees. In particular:

- i) the Issuer does not believe it necessary to establish a remuneration committee, given that the remuneration of the directors is required by the Memorandum and Articles of Association of the Issuer to be determined by the company in general meeting;
- ii) the Issuer does not believe it is necessary to establish a nomination committee as appointments to the Board of Directors are determined by the shareholders of the Company in accordance with the Memorandum and Articles of Association of the Issuer. The Issuer considers that the current members of the Board provide the required level of skill, knowledge and experience expected in terms of the Code.

D. PRINCIPLE 9 “RELATIONS WITH SHAREHOLDERS AND WITH THE MARKET”

There is currently 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. The Issuer’s shares are all held by the Guarantor, except for one non-voting share. The Issuer is thus of the view that there is currently no need to establish such mechanism.

Going forward, the Issuer shall, on an annual basis in its annual report, explain the level of the Issuer’s compliance with the principles of the Code, explaining the reasons for non-compliance, if any, in line with the Capital Markets Rules’ requirements.

13. Major Shareholders

13.1 The Issuer

The Issuer's shares are fully owed by the Guarantor, except for 1 ordinary 'B' share which is held and owned by Alan Bonnici.

The Issuer is therefore controlled by the Guarantor (AB Investments Limited).

Mr Alan Bonnici in turn owns and controls the Guarantor, and indirectly therefore also the Issuer.

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.

The Issuer adopts measures in line with the Code of Principles of Good Corporate Governance forming part of the Capital Markets Rules with a view to ensuring that the relationship with its major shareholders is retained at arm's length, including adherence to rules on related party transactions set out in Chapter 5 of the Capital Markets Rules requiring the vetting and approval of any related party transaction by the Audit Committee, which is constituted by non-executive Directors with a majority thereof being independent. The Audit Committee has the task of ensuring that any potential abuse is managed, controlled and resolved in the best interests of the Issuer. The composition of the Board, including the presence of three non-executive Directors two of whom are independent, and the Directors' inability to vote on matters in which they have a material interest, effectively minimises the possibility of any abuse of control by any major shareholder.

13.2 The Guarantor

The Guarantor's shares are fully owned by Alan Bonnici, who is the ultimate beneficial owner of the Group and controls the same.

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 Guarantor.

14. Litigation

The Guarantor is currently involved in the following court proceedings:

- i) Dr Andre' Borg nomine as mandatory of Time 2 Travel Agency Ltd. vs AB Investments Limited, a case instituted before the Rent Regulation Board having reference number 100/2022. This relates to a claim for damages being made by the plaintiff against the defendant, in an amount of approximately €180,000 representing (a) a deposit and rent paid by it and retained by the defendant in respect of the previous lease of a boutique hotel previously owned by the defendant in Sliema, which lease was allegedly illegally terminated by the defendant and the premises were allegedly illegally repossessed by the defendant and (b) other damages consisting primarily of the cost of furniture and other movables allegedly procured into the premises by the plaintiff where were allegedly illegally disposed of the defendant. AB Investments Limited, as the landlord, is contesting responsibility towards any damages on the basis that the plaintiff was itself in default of payment of rent, that the parties had agreed to terminate the lease and that the movables brought into the premises by the plaintiff were duly returned to it according to its own instructions. The proceedings are still ongoing. The plaintiff had originally issued a garnishee order against the defendant for the amount of damages claimed, which garnishee order was later revoked since the defendant submitted in lieu a bank guarantee to secure the amount claimed.

It is believed that none of the court case mentioned above may have, or has had, in the recent past, effects which are significant on the financial position or profitability of the Guarantor and/or the Group taken as a whole.

In all cases, other than the court case mentioned above, there have been no governmental, legal or arbitration proceedings, including any such proceedings which are pending or threatened of which the Issuer is aware, during the period covering twelve months prior to the date of this Base Prospectus which may have, or have had in the recent past significant effects on the financial position or profitability of the Issuer and/or the Group, taken as a whole.

15. Additional Information

15.1 Share Capital of the Issuer

The authorised and issued share capital of the Issuer is €250,000 divided into 249,999 ordinary 'A' shares of a nominal value of €1.00 each and 1 ordinary 'B' share of a nominal value of €1.00, fully paid up and subscribed by the Guarantor except for the 1 ordinary B share which is subscribed by Alan Bonnici.

Whilst ordinary A shares entitle their holders to voting rights at general meetings, with 1 vote for every share held, ordinary B shares do not have voting rights. The shares of the Issuer are not listed on the Malta Stock Exchange and no application for such listing has been made to date.

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.

15.2 Memorandum and Articles of Association of the Issuer

The Memorandum and Articles of Association of the Issuer are registered with the Registrar of Companies at the Malta Business Registry.

The principal objects of the Issuer are set out in clause 4 of the Issuer's Memorandum and Articles of Association. These include, but are not limited to, the carrying on the business of a finance and investment company in connection with the ownership, development, operation and financing of the business activities of group companies or associated companies, corporations, undertakings or entities, and for such purpose to lend or advance money or otherwise give credit to any such group or associated company, corporation, undertaking or entity, with or without security, and to invest and deal with the moneys of the Issuer and any group or associated company in or upon such investments and in such manner as the Directors may, from time to time, deem expedient, and also to borrow or raise finance on such terms as the Directors may deem expedient. The issue of bonds and other debt securities falls within the objects of the Issuer.

A copy of the Memorandum and Articles of Association of the Issuer may be inspected during the lifetime of this Base Prospectus at the registered office of the Issuer and as set out in section 23 of this Base Prospectus and at the Malta Business Registry during the lifetime of the Issuer.

15.3 Share Capital of the Guarantor

The Guarantor has an authorised share capital of €12,000,000 divided into 12,000,000 ordinary shares having a nominal value of €1 each and an issued share capital of €10,183,526 divided into 10,183,526 ordinary shares having a nominal value of €1 each, fully paid up and subscribed by Alan Bonnici.

The ordinary shares in the capital of the Issuer have equal rights and rank *pari passu* in all respects and they have the rights and restrictions and characteristics set out in the Memorandum and Articles of Association of the Guarantor. The shares of the Guarantor are not listed on the Malta Stock Exchange and no application for such listing has been made to date.

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

15.4 Memorandum and Articles of Association of the Guarantor

The Memorandum and Articles of Association of the Guarantor are registered with the Registrar of Companies at the Malta Business Registry.

The principal objects of the Guarantor are set out in clause 3 of the Guarantor's Memorandum and Articles of Association.

The primary object of the Guarantor, which is a single-member company, is to hold property investments. The Guarantor also has additional objectives, including:

- i) to borrow or raise or secure the payment of any funds as may, in the discretion of the board of directors of the Guarantor, be required for the proper execution of the business of the Guarantor and to enter into any commitment in connection therewith;
- ii) to guarantee in favour of third parties, and to accept third party guarantees in favour of the Guarantor, in relation to any overdraft, loan or other arrangement, whereby the Guarantor or third parties are obliged to repay any sums of money in relation to such overdraft, loan or arrangements, as the case may be.

A copy of the Memorandum and Articles of Association of the Guarantor may be inspected during the lifetime of this Base Prospectus at the registered office of the Issuer and as set out in section 23 of this Base Prospectus and at the Malta Business Registry during the lifetime of the Guarantor.

16. Material Contracts

Each of the Issuer and the Guarantor has not entered into any material contracts which are not in the ordinary course of their respective business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's or the Guarantor's ability to meet its respective obligations to security holders in respect of the Bonds being issued pursuant to the Secured Bonds Issuance Programme.

17. Property Valuation Report

The Issuer commissioned Architect Elena Borg Costanzi to issue a property valuation report in relation to the following properties owned by the Guarantor, namely the G Hotel, the Corks Hotel, the Gzira Hotel, the Gzira Commercial Outlets and the Sliema Development.

The following are the details of the said valuer:

Name:	Ms Elena Borg Costanzi
Business Address:	67, Borg Olivier Street, Sliema SLM1806, Malta
Qualifications:	BE&A(HONS)
Warrant number:	393

Capital Markets Rule 7.4.3 provides that property valuations to be included in a prospectus must not be dated or be effective from more than 60 days prior to the date of publication of the prospectus. The Property Valuation Report is dated 10 July 2025.

A copy of the report compiled by Architect Elena Borg Costanzi is available for inspection as set out in section 23 below.

18. Terms and Conditions of the Secured Bonds Issuance Programme

Each Bond shall be issued on the terms and conditions set out in this Base Prospectus and the Final Terms applicable to the Tranche under which such Bond is issued, and by subscribing to or otherwise acquiring the Bonds, the Bondholders are deemed to have knowledge of all the Terms and Conditions described herein and in the relevant Final Terms, and to accept and be bound by same.

The Terms and Conditions shall be completed in relation to any Tranche or Series of Bonds by the terms of the Final Terms in relation to such Tranche or Series. The Final Terms shall be substantially in the form set out in section 24 of this Base Prospectus.

18.1 General

Each Bond will form part of a duly authorised issue of secured Bonds issued by the Issuer under a particular Tranche pursuant to the Secured Bonds Issuance Programme in terms of this Base Prospectus and the relevant Final Terms.

The reasons and intended use of the proceeds of issue of Bonds under each Tranche will be set out in the relevant Final Terms.

The Bond Issue is guaranteed by the Guarantor under the Guarantee and will be further secured as set out in the relevant Final Terms. The Bonds will be created under Maltese law.

- a) The currency of the Bonds will be Euro (€).
- b) The Bonds will be listed on the Official List of the Malta Stock Exchange.
- c) Unless previously purchased and cancelled, the Bonds shall be redeemable at the Redemption Value (nominal value) on the relevant Redemption Date.
- d) The issue of the Bonds is made in accordance with the requirements of the Capital Markets Rules, the Act, and the Prospectus Regulation.
- e) The Bond Issue is not underwritten.
- f) In the event that an Applicant has not been allocated any Bonds or has been allocated a number of Bonds which is less than the number applied for, the Applicant shall receive a full refund or, as the case may be, the balance of the price of the Bonds applied for but not allocated, without interest, at the Applicant's sole risk.
- g) All Applications shall be subject to the terms and conditions of application for Bonds as set out in section 19 hereunder, the terms of which shall form an integral part hereof.

18.2 Registration, form and title

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

The CSD will issue, upon a request by a Bondholder, a statement of holdings to such Bondholder evidencing his/her/its entitlement to Bonds held in the register kept by the CSD.

When subscribing for Bonds, Bondholders who opt to subscribe for an online e-portfolio account with the CSD will be registered for the online e-portfolio facility and shall receive by mail at their registered address a handle code to activate the new e-portfolio login. The Bondholder's statement of holdings evidencing entitlement to Bonds held in the

register kept by the CSD and registration advices evidencing movements in such register will be available through the said e-portfolio facility on <https://eportfolio.borzamalta.com.mt/>. Further detail on the e-portfolio is found on <https://eportfolio.borzamalta.com.mt/help>.

Any person in whose name a Bond is registered may, to the fullest extent permitted by applicable law, be deemed and treated at all times, by all persons, including the Issuer, and for all purposes, including the making of any payments, as the absolute owner of such Bond. Title to the Bonds may be transferred as provided below under the heading “Transferability of the Bonds” in section 18.12 of this Base Prospectus.

18.3 Denomination and minimum subscription amount

The Bonds shall be denominated in the specified denomination set out in the relevant Final Terms.

The minimum subscription amount of Bonds that can be subscribed for by an Applicant shall be as stated in the applicable Final Terms.

18.4 Status and ranking of the Bonds and Collateral

The status and ranking applicable to a particular Tranche of Bonds shall be set out in the Final Terms.

The Bonds under each Tranche shall be secured through the Guarantee as well as through other Collateral, which may include a Hypothec/s one or more Secured Assets to be constituted by one or more Security Providers in favour of the Security Trustee, as set out in the relevant Final Terms.

In terms of the Guarantee, the Bonds of the various Tranches issued from time to time under the Secured Bonds Issuance Programme shall be guaranteed in respect of both the interest due and the Redemption Value by the Guarantor on a joint and several basis. Accordingly, the Security Trustee, for the benefit of itself and the Bondholders, shall be entitled to request the Guarantor to pay both the interest due and the Redemption Value under said Bonds if the Issuer fails to meet any amount, when due in terms of the Base Prospectus and relevant Final Terms. The joint and several Guarantee also entitles the Security Trustee to take action against the Guarantor without having to first take action against the Issuer.

The Guarantee shall constitute a direct, and unconditional obligation of the Guarantor, and the Guarantor's obligations under the Guarantee shall rank *pari passu* with all its other unsecured and unsubordinated obligations.

A copy of the Guarantee is included in Annex I to this Base Prospectus.

18.5 Rights attaching to the Bonds

A Bondholder shall have such rights as are, pursuant to the terms and conditions of this Base Prospectus and the relevant Final Terms, attached to the Bonds, including:

- a) the repayment of capital;
- b) the payment of interest;
- c) the benefit of the Collateral through the Security Trustee;
- d) the right to attend, participate in and vote at meetings of Bondholders in accordance with the Terms and Conditions of the Bonds; and
- e) the enjoyment of all such other rights attached to the Bonds emanating from the Base Prospectus and the relevant Final Terms.

18.6 Bond Issue Price and Redemption Value, redemption and purchase

Bonds shall be subscribed to at the applicable Bond Issue Price, as set out in the relevant Final Terms.

Unless previously purchased and cancelled the Bonds will be redeemed at the Redemption Value, namely at their nominal value, together with interest accrued to the respective date fixed for redemption, on the applicable Redemption Date as set out in the relevant Final Terms.

Subject to the provisions of this section, the Issuer may at any time purchase Bonds in the open market or otherwise at any price. Any purchase by tender shall be made available to all Bondholders or, as applicable, to all Bondholders of the relevant Tranche of Series, alike.

All Bonds repurchased by the Issuer shall be cancelled forthwith and may not be re-issued or re-sold.

18.7 Interest

Each Tranche shall bear interest at the annual rate set out in the relevant Final Terms. Interest shall be payable in arrears in Euro on each Interest Payment Date, as set out in the relevant Final Terms, and on Redemption Date, as set out in the relevant Final Terms.

Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day.

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 360-day year consisting of 12 months of 30 days each, and in the case of an incomplete month, the number of days elapsed.

18.8 Yield

The gross yield and method of calculation with respect to each Tranche shall be included in the Final Terms applicable to the relevant Tranche.

18.9 Payments

Payment of the Redemption Value of Bonds will be made in Euro (€) by the Issuer to the person in whose name such Bonds are registered, with interest accrued up to the Redemption Date, by means of direct credit transfer into such bank account as the Bondholder designates from time to time, provided such bank account is denominated in Euro. Such payment shall be effected within seven (7) days of the Redemption Date. The Issuer shall not be responsible for any loss or delay in transmission. Upon payment of the Redemption Value the Bonds shall be redeemed and the appropriate entry made in the electronic register of the Bonds at the CSD.

In the case of Bonds held subject to usufruct, payment of the Redemption Value will be made to the bare owner or as otherwise indicated in the joint instructions of all bare owners and usufructuaries. Before effecting payment the Issuer and/or the CSD shall be entitled to request any legal documents deemed necessary concerning the entitlement of the bare owner/s and the usufructuary/ies to payment of the Bonds.

Payment of interest on a Bond will be made to the person in whose name such Bond is registered at the close of business fifteen (15) days prior to the Interest Payment Date, by means of a direct credit transfer into such bank account as the Bondholder may designate, from time to time, which is denominated in Euro. Such payment shall be effected within seven (7) days of the Interest Payment Date. The Issuer shall not be responsible for any loss or delay in transmission.

All payments with respect to the Bonds are subject in all cases to any pledge, duly constituted, of the Bonds and to any applicable fiscal or other laws and regulations. In particular, but without limitation, all payments of Redemption Value and interest by or on behalf of the Issuer in respect of the Bonds shall be made net of any amount which the Issuer is or may become compelled by law to deduct or withhold for or on account of any present or future taxes, duties, assessments or other government charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Republic of Malta or any authority thereof or therein or of any other applicable jurisdiction having power to tax.

No commissions or expenses shall be charged by the Issuer to Bondholders in respect of such payments.

Upon payment of the Redemption Value and interest due on the Bonds, net of withholding or other taxes, duties, assessments or charges due or which may be due as aforesaid, the Issuer shall be discharged of any and all obligations pursuant to the Base Prospectus.

18.10 Limits of the validity of claims

In terms of article 2156 of the Civil Code (Cap. 16 of the Laws of Malta), the right of Bondholders to bring claims for payment of interest and repayment of the Redemption Value on the Bonds is barred by the lapse of five years.

18.11 Events of Default

A relevant Security Trust Deed shall provide that the Security Trustee may in its absolute discretion, and shall upon the request in writing of not less than 75% in value of the registered Bondholders, by notice in writing to the Issuer, the Guarantor and the relevant Security Providers, declare the Bonds to have become immediately due and repayable at their applicable Redemption Value together with accrued interest, upon the happening of any of the following events ("Events of Default"):

- a) the Issuer fails to pay any interest under the Bonds when due and such failure continues for a period of sixty (60) days after written notice thereof by the Security Trustee to the Issuer;
- b) the Issuer fails to pay the Redemption Value of a Bond when due and such failure continues for a period of sixty (60) days after written notice thereof by the Security Trustee to the Issuer;
- c) the Issuer fails duly to perform or shall otherwise be in breach of any other material obligation contained in the Terms and Conditions of the Bonds and such failure shall continue for sixty (60) days after written notice thereof shall have been given to the Issuer by the Security Trustee;
- d) there shall have been entered against the Issuer or the Guarantor a final judgment by a court of competent jurisdiction from which no appeal may be made or is taken for the payment of money in excess of €5,000,000 or its equivalent and ninety (90) days shall have passed since the date of entry of such judgment without its having been satisfied or stayed;
- e) the Issuer or the Guarantor is unable, or admits in writing its inability, to pay its debts as they fall due or otherwise becomes insolvent, within the meaning of Article 214(5) of the Act;
- f) an order is made or an effective resolution passed for the dissolution, termination of existence, liquidation or winding-up of the Issuer or the Guarantor, except for the purpose of a reconstruction, amalgamation or division;
- g) a judicial or provisional administrator is appointed upon the whole or any part of the property of the Issuer or the Guarantor;
- h) the Issuer ceases or threatens to cease to carry on its business or a substantial part thereof;
- i) the Issuer, the Guarantor or any of the relevant Security Providers commits a breach of any covenants or provisions contained in the Security Trust Deed to which it is party and on its part to be observed and performed and the said breach still subsists for sixty (60) days after having been notified by the Security Trustee, other than any covenant for the payment of interests or Redemption Value owing in respect of the Bonds;
- j) it becomes unlawful at any time for the Issuer, the Guarantor or any of the relevant Security Providers to perform all or any of its obligations hereunder, where applicable, or under the relevant Security Trust Deed to which it is party;
- k) the Collateral or any part thereof becomes unenforceable against the Issuer, the Guarantor or the relevant Security Provider, as applicable;
- l) the Issuer, the Guarantor or the relevant Security Provider, as applicable, repudiates, or does or causes or permits to be done any act or thing evidencing an intention to repudiate the Bonds and/or the relevant Security Trust Deed to which it is party;
- m) all, or in the sole opinion of the Security Trustee, a material part, of the undertakings, assets, rights, or revenues of or shares or other ownership interests in the Issuer or the Guarantor are seized, nationalised, expropriated or compulsorily acquired by or under the authority of any government,

provided that in the case of paragraphs (c), (d) and (g) to (m) the Security Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Bondholders.

Upon any such declaration being made as aforesaid the said applicable Redemption Value and interest accrued under the Bonds shall be deemed to have become immediately payable at the time of the Event of Default which shall have happened as aforesaid.

Provided that in the event of any breach by the Issuer, the Guarantor or any relevant Security Provider of any of the covenants, obligations or provisions contained herein or in the relevant Security Trust Deed, as applicable, due to any fortuitous event of a calamitous nature beyond the control of the Issuer, the Guarantor or the relevant Security Provider, as the case may be, then the Security Trustee may, but shall be under no obligation so to do, give the Issuer, the Guarantor or the relevant Security Provider, as the case may be, such period of time to remedy the breach as in its sole opinion may be justified in the circumstances and if in its sole opinion the breach is remediable within the short term and without any adverse impact on the Bondholders. Provided further that in the circumstances contemplated by this proviso, the Security Trustee shall at all times, to the extent deemed to be in the best interests of Bondholders, act on and in accordance with any directions it may receive in a meeting of Bondholders satisfying the conditions set out in the relevant Security Trust Deed. The Security Trustee shall not be bound to take any steps to ascertain whether any Event of Default or other condition, event or circumstance has occurred or may occur, and, until it shall have actual knowledge or express notice to the contrary, the Security Trustee shall be entitled to assume that no such Event of Default or condition, event or other circumstance has happened and that the Issuer, the Guarantor and the relevant Security Providers are each observing and performing all the obligations, conditions and provisions on their respective parts contained in the Bonds and the relevant Security Trust Deed, as applicable.

18.12 Transferability of the Bonds

The Bonds are freely transferable and, once admitted to the Official List of the Malta Stock Exchange, shall be transferable only in whole (namely in multiples of the denomination of the relevant Bonds), in accordance with the rules and regulations of the Malta Stock Exchange applicable from time to time. The minimum subscription amount set out in the relevant Final Terms shall only apply during the Offer Period. No minimum holding requirement shall be applicable once the Bonds are admitted to listing on the Official List of the Malta Stock Exchange and commence trading thereafter, subject to trading in multiples of the denomination of the relevant Bonds.

Any person becoming entitled to a Bond in consequence of the death or bankruptcy or winding up of a Bondholder may, upon such evidence being produced as may from time to time properly be required by the Issuer or the CSD, elect either to be registered himself as holder of the Bond or to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the CSD a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by transferring the Bond, or procuring the transfer of the Bond, in favour of that person.

All transfers and transmissions are subject in all cases to any pledge, duly constituted, of the Bonds and to any applicable laws and regulations.

The cost and expenses of effecting any registration of transfer or transmission will be borne by the transferor or the transferee or by such person as the rules and regulations of the Malta Stock Exchange may from time to time determine.

The Issuer will not register the transfer or transmission of Bonds for a period of 15 days preceding the due date for any payment of interest on the Bonds or the due date for redemption.

18.13 Further issues

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

18.14 Resolutions and meetings of Bondholders

The Bondholders' meeting represents the supreme authority of the Bondholders in all matters relating to the Bonds and has the power to make all decisions altering the terms and conditions of the Bonds.

The Issuer may from time to time call meetings of Bondholders for the purpose of consultation with Bondholders or for the purpose of obtaining the consent of Bondholders on matters which in terms of the Base Prospectus and/or the applicable Final Terms require the approval of a Bondholders' meeting and/or to effect any change to the applicable Terms and Conditions of the Bonds and/or the applicable Final Terms. In the event that the Issuer is desirous of amending the Final Terms of or the Terms and Conditions in respect of one particular Tranche only, it is only the Bondholders of that particular Tranche (the "Affected Bondholders") who shall be entitled to attend and vote at a meeting summoned for this purpose. The meeting may be called by the Issuer at its own initiative, but shall also be called by the Issuer upon a request made at any time by one or more Bondholders or Affected Bondholders (as applicable) holding at least fifty per cent (50%) of the outstanding value of the Bonds or of the Bonds of the relevant Tranche (as applicable).

A Security Trust Deed will also provide for the power of the Security Trustee, at the cost of the Issuer and at its own initiative to call meetings of Bondholders prior to exercising any power or discretion under such Deed or to write to Bondholders requesting their directions. Furthermore, a Security Trust Deed shall provide for an obligation of the Security Trustee to call a meeting of Bondholders upon a request made at any time by one or more Bondholders or Bondholders of a particular Tranche (as applicable) holding at least fifty per cent (50%) of the outstanding value of the Bonds or of the Bonds of the relevant Tranche (as applicable). A Security Trust Deed will also provide that the Security Trustee shall not be bound to act on behalf of the Bondholders under such Deed unless it receives duly authorised directions as stipulated in the said Deed, and in such case only to the extent deemed to be in the best interests of Bondholders.

A meeting of Bondholders or Affected Bondholders (as applicable) shall be called by the Directors by giving the Bondholders or Affected Bondholders (as applicable) listed on the register of Bondholders as at a date being not more than thirty (30) days preceding the date scheduled for the meeting, not less than fourteen (14) days' notice in writing. Such notice shall set out the time, place and date set for the meeting and the matters to be discussed or decided thereat, including, if applicable, sufficient information on any amendment to the Base Prospectus and/or the applicable Final Terms that is proposed to be voted upon at the meeting and seeking the approval of the Bondholders. Following a meeting of Bondholders or Affected Bondholders (as applicable) held in accordance with the provisions contained hereunder, the Issuer shall, acting in accordance with the resolution(s) taken at the meeting, communicate to the Bondholders whether the necessary consent to the proposal made by the Issuer has been granted or withheld. Subject to having obtained the necessary approval by the Bondholders in accordance with the provisions of this section 18.14 at a meeting called for that purpose as aforesaid, any such decision shall subsequently be given effect to by the Issuer.

A meeting of Bondholders or Affected Bondholders (as applicable) 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 Bondholders or Affected Bondholders (as applicable) present, in person or by proxy, representing not less than: (i) 50% in nominal value of the Bonds then outstanding in the case of a meeting of all Bondholders; or (ii) 50% in nominal value of the Bonds then outstanding under a particular Tranche held by the Affected Bondholders, in the case of a meeting of Affected Bondholders only, 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 Bondholders or Affected Bondholders (as applicable) present at that meeting. The Issuer shall within two (2) days from the date of the original meeting publish by way of a company announcement the date, time and place where the adjourned meeting is to be held. An adjourned meeting shall be held not earlier than seven (7) days, and not later than fifteen (15) days, following the original meeting. At an adjourned meeting the number of Bondholders or Affected Bondholders (as applicable) 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.

Any person who in accordance with the Memorandum and Articles of Association of the Issuer is to chair the annual general meetings of shareholders shall also chair meetings of Bondholders or Affected Bondholders (as applicable).

Once a quorum is declared present by the chairman of the meeting, the meeting may then proceed to business and address the matters set out in the notice convening the meeting. In the event of decisions which are required to be taken at the meeting, the Directors or their representative shall present to the Bondholders or Affected Bondholders (as applicable) the reasons why it is deemed necessary or desirable and appropriate that a particular decision is taken. The meeting shall allow reasonable and adequate time to Bondholders or Affected Bondholders (as applicable) to present their views to the Issuer and the other Bondholders present at the meeting. The meeting shall then put the matter as proposed by the

Issuer to a vote of the Bondholders or Affected Bondholders (as applicable) present at the time at which the vote is being taken, and any Bondholders or Affected Bondholders (as applicable) 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.

The voting process shall be managed by the company secretary of the Issuer under the supervision and scrutiny of the auditors of the Issuer.

Unless otherwise expressly stated and required in respect of a specific issue/s herein and/or in the relevant Final Terms and/or in the relevant Security Trust Deed, the proposal placed before a meeting of Bondholders or Affected Bondholders (as applicable) shall only be considered approved if at least 60% in nominal value of the Bondholders or Affected Bondholders (as applicable) present at the meeting at the time when the vote is being taken, in person or by proxy, shall have voted in favour of the proposal. Where the requisite majority of Bondholders or Affected Bondholders (as applicable) has approved the resolution/s put forward for approval at the meeting, the decision of the meeting of Bondholders or Affected Bondholders (as applicable) shall be binding on all the Bondholders or Affected Bondholders (as applicable), regardless of whether the Bondholder/s or Affected Bondholder/s bound by such decision abstained from voting, or voted against such resolution/s.

The Issuer may provide for virtual or remote meetings of Bondholders or Affected Bondholders (as applicable), including meetings by telephone or by other audio or audio and visual telecommunication means, provided that any such meetings allow the Bondholders to ask questions and to exercise their right to vote at such meetings.

Save for the above, the rules generally applicable to proceedings at general meetings of shareholders of the Issuer shall mutatis mutandis (in the same manner but with such modifications as are necessary) apply to meetings of Bondholders.

18.15 Bonds held jointly

In respect of a Bond held jointly by several persons, including husband and wife, the joint holders shall nominate one of their number as their representative and his/her name will be entered in the register with such designation. The first person, as designated in the respective Malta Stock Exchange account number quoted by the Applicant, or first named in the register of Bondholders shall for all intents and purposes be deemed to be such nominated person by all the joint holders of the relevant Bond/s. Such person shall, for all intents and purposes, be deemed to be the registered holder of the Bond/s so held.

18.16 Bonds held subject to usufruct

In respect of a Bond held subject to usufruct, the name of the bare owner and the usufructuary shall be entered in the register. Without prejudice to what is provided in section 18.9 of this Base Prospectus regarding payment of the Redemption Value, the usufructuary shall, for all intents and purposes, be deemed vis-a-vis the Issuer to be the holder of the Bond so held and shall have the right to receive interest on the Bond and to vote at meetings of the Bondholders but shall not, during the continuance of the Bond, have the right to dispose of the Bond so held without the consent of the bare owner.

18.17 Authorisations and approvals

The Board of Directors of the Issuer authorised the Bond Issue in terms of the Secured Bonds Issuance Programme pursuant to a Board of Directors' resolution passed on 29 August 2025. The Guarantee being given by the Guarantor in respect of the Bonds has been authorised by a resolution of the board of directors of the Guarantor dated 29 August 2025.

18.18 Representations and warranties

The Issuer represents and warrants to the Bondholders, who shall be entitled to rely on such representations and warranties, that:

- a) it is duly incorporated 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 property and other assets under legal title; and

- b) it has the power to execute, deliver and perform its obligations under the Base Prospectus and that all necessary corporate, shareholder and other actions have been duly taken to authorise the execution, delivery and performance of the same, and further that no limitation on its power to borrow or guarantee shall be exceeded as a result of the Bond Issue pursuant to the Secured Bonds Issuance Programme.

18.19 Notices

Notices will be mailed to Bondholders 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 providing such service it shall be sufficient to prove that a prepaid letter containing such notice was properly addressed to such Bondholder at his registered address and posted.

18.20 Governing law and jurisdiction

The Secured Bonds Issuance Programme and the Bonds issued from time to time thereunder, all the rights and obligations of the Issuer and the Bondholder, and any non-contractual matters arising out of or in connection therewith, shall be governed by and construed in accordance with Maltese law.

Any dispute, legal action, suit or proceedings against the Issuer, the Guarantor and/or any Security Provider arising out of or in connection with the Secured Bonds Issuance Programme, the Bonds and/or the Base Prospectus and applicable Final Terms and/or any non-contractual matters arising out of or in connection therewith shall be brought exclusively before the Maltese courts. The Issuer and each Bondholder irrevocably submits to the exclusive jurisdiction of the Courts of Malta to hear and determine any dispute, action, suit or proceedings as aforesaid.

19. Terms and Conditions of Application For Bonds

The following terms and conditions shall be read in conjunction with the applicable Final Terms relevant to the Tranche of Bonds being applied for and to all the other terms and conditions relative to and regulating the contractual relationship created between the Issuer and the Applicant.

- a) The issue and final allotment of the Bonds is conditional upon: (i) the relevant Tranche of Bonds being admitted to the Official List of the Malta Stock Exchange; and (2) such other condition/s as may be specified in the relevant Final Terms. In the event that any of the aforesaid conditions is not satisfied by the latest date specified in the relevant Final Terms (as applicable), the Issuer undertakes to procure that any application monies received by the Registrar will be returned without interest by direct credit into the Applicant's or Authorised Financial Intermediary's bank account, as applicable, as indicated by the Applicant or Authorised Financial Intermediary in the respective Application, or subscription agreement, as applicable, for the eventual refund to the Applicant.
- b) The Bonds may be applied for through Authorised Financial Intermediaries as further set out in the relevant Final Terms and by such categories of investors as may be specified in the relevant Final Terms.
- c) By submitting an Application, the Applicant is thereby confirming to the Issuer, the Registrar and the Authorised Financial Intermediary through whom the Application is made, that the Applicant's remittance will be honoured on first presentation and agrees that, if such remittance is not so honoured on its first presentation, the Issuer, the Registrar and the Authorised Financial Intermediary reserve the right to invalidate the relative Application. Furthermore the Applicant will not be entitled to receive a registration advice or to be registered in the register of Bondholders, unless the Applicant makes payment in cleared funds and such consideration is accepted by the respective Authorised Financial Intermediary, which acceptance shall be made in the Authorised Financial Intermediary's absolute discretion and may be on the basis that the Applicant indemnifies the Authorised Financial Intermediary against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of the Applicant's remittance to be honoured on first presentation.
- d) The contract created by the Issuer's acceptance of an Application filed by a prospective Bondholder through an Authorised Financial Intermediary shall be subject to all the terms and conditions set out in this Base Prospectus, the applicable Final Terms and the Memorandum and Articles of Association of the Issuer. By signing and submitting the Application, the Applicant, and in the case of joint applications, each individual joint Applicant, will be entering into a legally binding contract with the Issuer, which shall become binding on the Issuer if and when such Application is accepted by the Issuer, until which time the Application shall be irrevocable by the Applicant, except where otherwise expressly provided by law:
 - i. whereby the Applicant acknowledges, declares and agrees, and will automatically be deemed to be acknowledging, declaring and agreeing, that he/she/it has made the Application solely on the basis of, and that he/she/it shall at all times be bound by and comply with, and shall be subscribing, acquiring and/or holding the relevant Bonds on the basis of, such terms and conditions set out in this Base Prospectus, the applicable Final Terms and the Memorandum and Articles of Association of the Issuer;
 - ii. whereby he/she/it makes and gives, and will automatically be deemed to be making and giving, to the Issuer the declarations, confirmations, representations, warranties and undertakings contained in paragraph (s) below in this section 19 and all other applicable declarations, confirmations, representations, warranties and undertakings contained in the Base Prospectus, in the relevant Final Terms and/or in the Application;
 - iii. which contract, and any non-contractual matter arising out of or in connection with it, shall be governed and construed in all respects in accordance with the laws of Malta, and any disputes arising out of or in connection with such contract or any non-contractual matter arising out of or in connection therewith shall be subject to the exclusive jurisdiction of the courts of Malta, as provided in section 18.20 ("Governing law and jurisdiction") of this Base Prospectus.
- e) If an Application is submitted on behalf of another person, whether legal or natural, the person submitting such Application shall be deemed to have duly bound such other person, whether legal or natural, on whose behalf the Application has been submitted. The person submitting such Application shall be deemed also to have given the declarations, confirmations, representations, warranties and undertakings contained in these terms and conditions, in the Base Prospectus, in the applicable Final Terms and/or in the Application on their behalf. Such representative

may be requested to submit the relative power of attorney, or resolution or a copy thereof duly certified by a lawyer or notary public if so required by the Issuer or the Registrar, but it shall not be the duty or responsibility of the Registrar or Issuer to ascertain that such representative is duly authorised to submit an Application. In the case of corporate Applicants or Applicants having separate legal personality, Applications have to include a valid legal entity identifier (LEI) which must be unexpired; and Applications without such information or without a valid LEI will not be accepted.

- f) In the case of joint Applications, reference herein to the Applicant is a reference to each of the joint Applicants, and liability therefor is joint and several. Without prejudice to such joint and several liability, the first person, as designated in the respective Malta Stock Exchange account number quoted by the Applicant, or first named in the register of Bondholders shall for all intents and purposes be deemed to be the representative of the joint holders nominated by them, and such person shall, for all intents and purposes, be deemed to be the registered holder of the Bond/s held jointly, as further detailed in section 18.15 ("Bonds held jointly") of this Base Prospectus.
- g) In respect of a Bond held subject to usufruct, the name of the bare owner and the usufructuary shall be entered in the register as further detailed in section 18.9 ("Payments") and section 18.16 ("Bonds held subject to usufruct") of this Base Prospectus. The usufructuary shall, for all intents and purposes, be deemed vis-à-vis the Issuer to be the holder of the Bond/s so held and shall have the right to receive interest on the Bond/s and to vote at meetings of the Bondholders but shall not, during the continuance of the Bond/s, have the right to dispose of the Bond/s so held without the consent of the bare owner, and shall not be entitled to the payment of the Redemption Value on the Bond, which shall be due to the bare owner or as otherwise indicated in the joint instructions of all bare owners and usufructuaries.
- h) Applications in the name and for the benefit of minors shall be allowed provided that the Applicant already holds an account with the Malta Stock Exchange. Any Bonds allocated pursuant to such an Application shall be registered in the name of the minor as Bondholder, with interest and redemption monies payable to the parents / legal guardian/s until such time as the minor attains legal age, following which all interest and redemption monies shall be paid directly to the registered holder, provided that the Issuer has been duly notified in writing of the fact that the minor has attained legal age.
- i) The Bonds have not been nor will they be registered under the United States Securities Act, 1933 as amended, or under any federal or state securities law and may not be offered, sold or otherwise transferred, directly or indirectly, in the United States of America, its territories or its possessions, or any area subject to its jurisdiction (the "United States") or to or for the benefit of, directly or indirectly, any U.S. Person, as defined in Regulation "S" of the said Act. Furthermore, the Issuer will not be registered under the United States Investment Company Act, 1940.
- j) No person receiving a copy of the Base Prospectus, the applicable Final terms or an Application in any territory other than Malta may treat the same as constituting an invitation or offer to such person nor should such person in any event use the Base Prospectus or the applicable Final terms or make an Application, unless, in the relevant territory, such an invitation or offer could lawfully be made to such person or the Base Prospectus and the applicable Final Terms could lawfully be used and the Application could lawfully be made without contravention of any registration or other legal requirements.
- k) Subscription for Bonds by persons resident in, or who are citizens of, or who are domiciled in, or who have a registered address in, a jurisdiction other than Malta, may be affected by the law of the relevant jurisdiction. Those persons should consult their professional advisors, including tax and legal advisors, as to whether they require any governmental or other consents, or need to observe any other formalities, to enable them to subscribe for the Bonds. It is the responsibility of any person, including without limitation nominees, custodians, depositaries and trustees, outside Malta wishing to participate in the Bond Issue, to satisfy himself/herself/itself as to full observance of the applicable laws of any relevant jurisdiction, including, but not limited to, obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any transfer or other taxes of any nature whatsoever due in such territories. The Issuer shall not accept any responsibility for the non-compliance by any person of any applicable laws or regulations of foreign jurisdictions.
- l) Submission of Application must be accompanied by the full price of the Bonds applied for, in Euro. Payments may be made through any method of payment as accepted by the respective Authorised Financial Intermediary.
- m) Subject to all other terms and conditions set out in the Base Prospectus and the applicable Final Terms, the Issuer, the Registrar and the relevant Authorised Financial Intermediary reserve the right to reject, in whole or in part, or to scale down, any Application, and to present any cheques and/or drafts for payment upon receipt. The right is also reserved to refuse any Application which in the opinion of the Issuer, the Registrar or Authorised Financial Intermediary is not accompanied by the required documents.

- n) Without prejudice to the generality of paragraph (m) above and unless otherwise expressly stated in the applicable Final Terms, the Issuer reserves the right, in its discretion, to reject all Applications and revoke the issue and not to allot any Bonds of any Tranche if the Bond Issue under such Tranche is not fully subscribed and taken up during the respective Offer Period. Unless otherwise expressly stated in the applicable Final Terms, the Issuer may however, in its discretion, accept Applications made and proceed with the issue and allotment of the Bonds of any Tranche in case the Bond Issue under such Tranche is subscribed only in part during the Offer Period, whatever the amount so subscribed.
- o) Without prejudice to paragraphs (m) and (n) above, the Issuer reserves the right to revoke the issue of Bonds of any Tranche at any time before the closing of the applicable Offer Period. The circumstances in which such revocation might occur are expected to be exceptional, for example where a significant change in market conditions occurs.
- p) In the event that an Applicant has not been allocated any Bonds or has been allocated a number of Bonds which is less than the number applied for (and the Issuer and Authorised Financial Intermediaries reserve the right to do so in case of oversubscription or otherwise in their absolute discretion), the Applicant shall receive a full refund or, as the case may be, the balance of the price of the Bonds applied for but not allocated, without interest, by credit transfer to such account indicated in the Application, at the Applicant's sole risk. The respective Authorised Financial Intermediary or the Issuer shall not be responsible for any charges, loss or delay in transmission.
- q) For the purposes of the Prevention of Money Laundering and Funding of Terrorism Regulations (Legal Notice 372 of 2017, as subsequently amended), the Authorised Financial Intermediaries are under a duty to communicate, upon request, all information about clients as is mentioned in Articles 1.2(d) and 2.4 of the "Members' Code of Conduct" appended as Appendix 3.6 of the Malta Stock Exchange Bye-Laws, irrespective of whether the Authorised Financial Intermediaries are Exchange Members or not. Such information shall be held and controlled by the Malta Stock Exchange in terms of applicable data protection legislation, in particular the Data Protection Act (Cap. 586 of the laws of Malta) and the General Data Protection Regulation (GDPR)(EU) 2016/679, as amended from time to time, as applicable, for the purposes, and within the terms, of the Malta Stock Exchange's Data Protection Policy as published from time to time.
- r) It shall be incumbent on the respective Authorised Financial Intermediary to ascertain that all other applicable regulatory requirements relating to subscription of Bonds 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 Malta Financial Services Authority Rules for investment services providers.
- s) By completing and delivering and/or otherwise by making an Application, the Applicant:
 - i. irrevocably offers to purchase the number of Bonds specified in his/her/its Application, or any smaller number for which the Application is accepted, at the Bond Issue Price subject to the Base Prospectus, the applicable Final Terms, the Application and the Memorandum and Articles of Association;
 - ii. agrees and acknowledges to have had the opportunity to read the Base Prospectus and the applicable Final Terms and to be deemed to have had notice of all information and representations concerning the Issuer and the Guarantor and the issue of the Bonds contained therein;
 - iii. authorises the Issuer, the Authorised Financial Intermediary and/or the Registrar and the Malta Stock Exchange, as applicable, to process the personal data that the Applicant provides, for all purposes necessary and subsequent to the Bond Issue applied for, in accordance with the Data Protection Act (Cap. 586 of the laws of Malta) and the General Data Protection Regulation (GDPR) (EU) 2016/679, as may be amended from time to time. The Applicant hereby acknowledges that the processing of personal data may validly take place, even without the Applicant's consent, in the circumstances set out in the Data Protection Act and the GDPR and any applicable subsidiary legislation, as may be amended from time to time. The Applicant has the right to request access to and rectification of the personal data relating to him/her as processed in relation to the Bond Issue, in terms of applicable law. Any such request must be made in writing and sent, as applicable, to the Issuer, the relevant Authorised Financial Intermediary and to the Malta Stock Exchange. The request must further be signed by the Applicant to whom the personal data relates;
 - iv. warrants that the information submitted by the Applicant in or together with the Application is true and correct in all respects and in the case where a Malta Stock Exchange account number is indicated in the Application,

such Malta Stock Exchange account number is the correct account of the Applicant. In the event of a discrepancy between the personal details, including the Applicant's name and surname and address, appearing on the Application and those held by the Malta Stock Exchange in relation to the Malta Stock Exchange account number indicated on the Application, the details held by the Malta Stock Exchange shall be deemed to be the correct details of the Applicant;

- v. confirms that in making such Application no reliance was placed on any information or representation in relation to the Issuer, the Guarantor or the issue of the Bonds other than what is contained in the Base Prospectus and the applicable Final Terms and accordingly agree/s that no person responsible solely or jointly for the Base Prospectus and the applicable Final Terms or any part thereof will have any liability for any such other information or representation;
- vi. authorises the CSD, the Registrar and the Issuer to include his/her/its name or in the case of joint Applications, the first named Applicant, in the register of Bondholders in respect of the Bonds allocated to the Applicant;
- vii. warrants that the remittance will be honoured on first presentation and agrees that, if such remittance is not so honoured: (a) the Applicant will not be entitled to receive a registration advice or to be registered in respect of the relevant Bonds applied for, unless and until a payment is made in cleared funds for such Bonds and such payment is accepted by the respective Authorised Financial Intermediary or by the Issuer acting through the Registrar, which acceptance shall be made in its absolute discretion and may be on the basis that the Authorised Financial Intermediary or the Issuer acting through the Registrar is indemnified for all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of the Applicant's remittance to be honoured on first presentation at any time prior to unconditional acceptance by the Issuer acting through the Registrar of such late payment in respect of the Bonds; or (b) the Issuer may, without prejudice to other rights, treat the agreement to allocate such Bonds as void and may allocate such Bonds to another person, in which case the Applicant will not be entitled to a refund or payment in respect of such Bonds, other than return of such late payment, if any;
- viii. agrees that the registration advice and other documents and any monies returnable to the Applicant may be retained pending clearance of his/her remittance and any verification of identity as required by the Prevention of Money Laundering Act (Cap. 373 of the Laws of Malta) and regulations made thereunder, and that such monies will not bear interest;
- ix. agrees to provide the Registrar and/or the Issuer and/or the Authorised Financial Intermediary, as the case may be, with any information which it/they may request in connection with the Application;
- x. warrants, in connection with the Application, to have observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with his/her Application in any relevant territory, and that the Applicant has not taken any action which will or may result in the Issuer or the Registrar acting in breach of the regulatory or legal requirements of any territory in connection with the issue of the Bond or his/her Application;
- xi. warrants that all applicable exchange control or other such regulations, including those relating to external transactions, have been duly and fully complied with;
- xii. represents that the Applicant is not a U.S. person, as such term is defined in Regulation S under the Securities Act of 1933 of the United States of America, as amended, as well as not to be accepting the offer of Bonds set out in the Base Prospectus and applicable Final Terms from within the United States of America, its territories or its possessions, or any area subject to its jurisdiction (the "United States") or on behalf or for the account of anyone within the United States or anyone who is a U.S. person;
- xiii. warrants that, where a person makes an Application on behalf of another person or on behalf of a corporation or corporate entity or association of persons, such person making the Application is duly authorised to do so and such person, corporation, corporate entity, or association of persons on whose behalf the Application is made will also be bound accordingly and accordingly will be deemed also to have given the declarations, confirmations, representations, warranties and undertakings contained in the Terms and Conditions, in the Base Prospectus, in the applicable Final Terms and/or in the Application, and undertakes to submit the power of attorney authorising him/her/it to make such Application or a copy thereto duly certified by a lawyer or notary public if so required by the Issuer or the Registrar;
- xiv. warrants that where the Application is being lodged in the name and for the benefit of a minor, the Application

is made by the parent/s or legal guardian/s of the minor;

- xv. agrees that all documents in connection with the issue of the Bonds will be sent at the Applicant's own risk and may be sent by post at the address, or, in the case of joint Applications, the address of the first named Applicant, as set out in the Application;
- xvi. agrees that any returned monies will be returned without interest at the Applicant's risk and will be returned by direct credit into the bank account as specified in the Application, and the relevant Authorised Financial Intermediary and the Issuer shall not be responsible for any charges, loss or delay arising in connection therewith;
- xvii. renounces to any rights the Applicant may have to set off any amounts the Applicant may at any time owe the Issuer against any amount due under the terms of the Bonds;
- xviii. agrees that the advisors to the Bond Issue listed in section 5.3 of this Base Prospectus, in their capacity as such, will owe the Applicant no duties or responsibilities concerning the Bonds or the suitability of the Applicant;
- xix. agrees that the Application, the acceptance of the Application and the contract resulting therefrom, all the rights and obligations of the Applicant and the Issuer, and any non-contractual matters arising out of or in connection therewith, shall be governed by and construed in accordance with Maltese law and, and that he/she/it submits to the jurisdiction of the Maltese Courts which shall have, and the Applicant agrees that such Courts will have, exclusive jurisdiction to hear and determine any dispute, action, suit or proceeding arising out of or in connection with any such Application, acceptance of Application and contract resulting therefrom, rights and obligations and non-contractual matters as aforesaid;
- xx. agrees that the terms and conditions of any Security Trust Deed applicable to a Tranche of Bonds, which will be made available for inspection at the registered office of the Issuer and on the Issuer's website (www.agb.com.mt) from the moment of publication of the relevant Final Terms and for the whole duration of validity of this Base Prospectus and relevant Final Terms, shall be binding on it once it becomes a registered Bondholder as if it had been a party thereto and as if the Security Trust Deed contained covenants on its part as a registered Bondholder to observe and be bound by all the provisions thereof applicable thereto, and agrees that the Security Trustee is authorised and required to do the things required of it by the Security Trust Deed.

20. 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 Bonds, including their acquisition, holding and transfer as well as on any income derived therefrom or on any gains derived on the transfer of such Bonds. The tax legislation of the investor's country of nationality, residence or domicile and of the Issuer's country of incorporation (Malta) may have an impact on the income received from the Bonds.

The following is a summary of the anticipated tax treatment applicable to Bondholders solely 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.

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 Bonds from a Maltese tax perspective, and professional advice in this respect should be sought accordingly.

20.1 Malta tax on interest

Since interest is payable in respect of a Bond which is the subject of a public issue, unless the Issuer is instructed by a Bondholder to receive the interest gross of any withholding tax, or if the Bondholder 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), interest shall be paid to such Bondholder net of a final withholding tax, currently at the rate of 15%, or 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 (Cap. 123 of the Laws of Malta). Bondholders 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 Bondholder 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 shall 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 Bondholder 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 income tax return and be subject to tax at the standard rates applicable to such Bondholder 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 Bondholder 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 Income Tax Act.

In terms of article 12(1)(c)(i) of the Income Tax Act, Bondholders who are not resident in Malta satisfying the applicable conditions set out in the Income Tax Act 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.

20.2 Maltese tax on capital gains on transfer of the Bonds

On the assumption that the Bonds would 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 Bonds are held as capital assets by the Bondholder, no income tax on capital gains is chargeable in respect of transfer of the Bonds.

20.3 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 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 Bonds should not be treated as constituting marketable securities within the meaning of the legislation and therefore, the transfer/transmission thereof should not be chargeable to duty.

Furthermore, even if the Bonds are considered marketable securities for the purposes of the Duty on Documents and Transfers Act, in terms of article 50 of the Financial Markets Act (Cap. 345 of the Laws of Malta) since the Bonds constitute financial instruments of a quoted company, as defined in such Act, redemptions and transfers of the Bonds should, in any case, be exempt from duty.

20.4 Exchange of information

In terms of applicable Maltese legislation, the Issuer and/or its agent are required to collect and forward certain information, including but not limited to information regarding payments made to certain Bondholders, to the Commissioner for Tax and Customs. The Commissioner for Tax and Customs will or may, in turn, automatically or on request, forward the information to other relevant tax authorities subject to certain conditions.

Relevant legislation includes, but is not limited to:

- i. the Agreement between the Government of the United States of America and the Government of the Republic of Malta to Improve International Tax Compliance and to Implement FATCA ("Foreign Account Tax Compliant Act") – incorporated into Maltese law through Legal Notice 78 of 2014 ("FATCA Legislation"); and
- ii. the implementation of Directive 2011/16/EU on Administrative Cooperation in the field of Taxation, as amended, which provides for the implementation of the regime known as the Common Reporting Standard ("CRS") – incorporated into Maltese law through Legal Notice 295 of 2011 (as amended) entitled the Cooperation with Other Jurisdictions on Tax Matters Regulations, 2011 and Legal Notice 384 of 2015 entitled the Cooperation with Other Jurisdiction on Tax Matters (Amendment) Regulations, 2015.

Under FATCA Legislation, Financial Institutions ("FIs") in Malta, defined as such for the purposes of FATCA, are obliged to identify and report financial accounts held by Specified U.S. Persons, as defined under FATCA Legislation, and certain non-U.S. entities which are controlled by U.S. Controlling Persons, as defined under FATCA Legislation, to the Commissioner for Tax and Customs. The latter is in turn required to exchange such information to the US Internal Revenue Service. Financial account information in respect of holders of the Bonds could fall within the scope of FATCA and they may therefore be subject to reporting obligations.

Pursuant to obligations under FATCA Legislation, 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 Commissioner for Tax and Customs.

The CRS requires Malta based financial institutions ("FIs"), defined as such for the purposes of CRS, to identify and report to the Commissioner for Tax and Customs financial accounts held by Reportable Persons, as defined under the CRS Legislation, and certain entities with one or more Controlling Persons which are classified as Reportable Persons in terms of the CRS. Financial information relating to Bonds and the holders of the Bonds 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 may be reported by FIs to the Commissioner for Tax and Customs in respect of each reportable account maintained by the FIs, (a) the name, address, jurisdiction of tax residence, tax identification number (TIN) and date and place of birth; (b) the account number, or functional equivalent in the absence of an account number; (c) 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; (d) 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 Commissioner for Tax and Customs shall by automatic exchange framework for reciprocal information exchange, communicate to the other competent authority, any relevant information that may fall to be classified as reportable, and vice-versa.

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, an FI 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 BONDS AS WELL AS INTEREST PAYMENTS MADE BY THE ISSUER. THE ABOVE IS A SUMMARY OF THE ANTICIPATED TAX TREATMENT APPLICABLE TO THE BONDS AND TO BONDHOLDERS UNDER MALTESE LAW. THIS INFORMATION, WHICH DOES NOT CONSTITUTE LEGAL OR TAX ADVICE, REFERS ONLY TO BONDHOLDERS WHO DO NOT DEAL IN SECURITIES IN THE COURSE OF THEIR NORMAL TRADING ACTIVITY.

21. Third Party Information Statements by Experts and Declarations of any Interest

Save for the Property Valuation Report prepared in relation to the Group properties, the Base Prospectus does not contain any statement or report attributed to any person as an expert.

The Property Valuation Report has been included in the form and context in which it appears with the authorisation of Architect Elena Borg Costanzi (whose details are set out in section 17 above), who has given and has not withdrawn her consent to the inclusion of such report herein.

Architect Elena Borg Costanzi does not have any material interest in the Issuer, save for her appointment and engagement as property valuer. The Issuer confirms that the Property Valuation Report has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from the information contained therein, no facts have been omitted which render the reproduced information inaccurate or misleading.

The sourced information contained in section 9 of this Base Prospectus has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the published information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

22. Authorisations and Approvals, Listing and Admission to Trading

The Board of Directors of the Issuer authorised the establishment of the Secured Bonds Issuance Programme and the issue of Bonds thereunder pursuant to a Board of Directors' resolution passed on 29 August 2025. The Guarantee being given by the Guarantor in respect of the Bonds has been authorised by a resolution of the board of directors of the Guarantor dated 29 August 2025.

The Malta Financial Services Authority has authorised the Secured Bonds Issuance Programme as admissible to listing on the Official List of the Malta Stock Exchange pursuant to the Capital Markets Rules by virtue of a letter dated 29 August 2025.

Application will be made to list each Tranche (and/or Series) of the Bonds on the Official List of the Malta Stock Exchange and to be admitted to trading on the regulated market of the Malta Stock Exchange.

23. Documents Available for Inspection

For the duration period of this Base Prospectus the following documents (in original or in copy) shall be available for inspection at the registered address of the Issuer and also on the Issuer's website, on the following hyperlink www.agb.com.mt:

- a) Memorandum and Articles of Association of the Issuer and of the Guarantor;
- b) Audited financial statements of the Guarantor for the financial years ended 31 December 2023 (which will include the figures of the audited financial statements of the Guarantor for the financial year ended 31 December 2022 as comparative) and 31 December 2024 together with the Auditor's Report thereon;
- c) Property Valuation Report dated 10 July 2025 and prepared at the Issuer's request in respect of Group properties;
- d) Financial Analysis Summary dated 29 August 2025 and prepared by Calamatta Cuschieri Investment Services Limited;
- e) The Guarantee; and
- f) The Security Trust Deed/s (when any is signed).

24. Form of Final Terms

**FINAL TERMS DATED [•]
SECURED BONDS ISSUANCE PROGRAMME OF A MAXIMUM OF €25,000,000**

Tranche Number [•]
Up to €[•] [•]% Secured Bonds [•]
Of a nominal value of €[•] per Bond
Series Number [•]
ISIN [•]

issued by



AGB FINANCE P.L.C.

a public limited liability company duly incorporated under the laws of Malta
with company registration number C 112318
and registered address at
Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta

with the joint and several Guarantee* of

AB INVESTMENTS LIMITED

a private limited company registered in Malta with company registration number C 70554

**Prospective investors are to refer to the Guarantee contained in Annex I of the Base Prospectus and Section 18.4 of the Base Prospectus for a description of the Guarantee*

PART A – CONTRACTUAL TERMS

Capitalised terms used in these Final Terms which are not otherwise herein defined, shall have the definitions assigned to them in the Base Prospectus dated 29 August 2025, which was approved by the Malta Financial Services Authority on 29 August 2025, and which constitutes a base prospectus for purposes of the Prospectus Regulation.

The following capitalised terms used in these Final Terms shall have the following meanings:-

[•]

This document constitutes the Final Terms of Tranche 1 of Series 1 Bonds described herein for the purpose of Article 8(4) of the Prospectus Regulation and must be read in conjunction with the Base Prospectus and any supplement thereto in order to obtain all the relevant information on the Issuer and the offer of the Tranche of Bonds under these Final Terms. The issue-specific summary, required in terms of Article 8(8) (and drawn up in accordance with Article 7) of the Prospectus Regulation, is being annexed to these Final Terms.

The Base Prospectus is available for viewing at the registered office of the Issuer and on its website (www.agb.com.mt) and copies may be obtained free of charge from the registered office of the Issuer.

Information concerning the Bonds

1.	Issuer	AGB Finance p.l.c.
2.	Series Number	[•]
3.	Tranche Number	[•]
4.	Currency of the Bonds	Euro (€)
Aggregate nominal amount:		
5.	i. Series	[•]
	ii. Tranche	[•]
6.	Total number of Bonds offered	
7.	Bond Issue Price	[•]
8.	Expected net proceeds	[•]
9.	Denomination of Bonds	[•]
10.	Issue Date (expected)	[•]
11.	Redemption Date	[•]
12.	Redemption Value	[•]
13.	Date/s of the corporate authorisations for issuance of the Bonds under these Final Terms	[•]
14.	Rate of interest	[•]
15.	Interest Payment Date/s	[•] (nominal value) per Bond
16.	Commencement of interest	[•]
17.	i. Yield	[•]
	ii. Method of calculating the yield	[•]
18.	Credit ratings assigned to the Bonds	[•]
19.	Taxation	As per section 20, "Taxation" of the Base Prospectus

Other Information

1. Admission to listing and trading

i. Admission to listing

The Bonds were authorized as admissible to listing in Malta on the Official List of the Malta Stock Exchange by virtue of a letter issued by the MFSA dated [-].

ii. Admission to trading

Application has been made to the Malta Stock Exchange in Malta for the Bonds issued pursuant to these Final Terms to be admitted to trading thereon. The Bonds are expected to be admitted to the Malta Stock Exchange with effect from [-] and trading is expected to commence on [•].

Trading in the Bonds shall not commence before the Issuer has been admitted to the Official List of the Malta Stock Exchange.

iii. Previous admission to trading

Not applicable.

iv. Estimate of total expenses related to admission to trading

[•]

2. Third Party Information

[•]

3. Interests of natural and legal persons involved in the issue of this Tranche

[•]

4. Reasons for the offer and use of proceeds, estimated net proceeds and total expenses

i. Reasons for the offer and use of proceeds

[•]

ii. Estimated total expenses of the issue

[•]

iii. Estimated net amount of the proceeds

[•]

5. Conditions to which the offer is subject

[•]

6. Collateral

i. Security Provider

[•]

ii. Secured Asset(s)

[•]

iii. Security to be provided by a Security Provider to secure the Bond Obligations in respect of this Tranche

[•]

iv. Constitution of Security and release of Bond proceeds

[•]

v. Ranking of the Bonds

[•]

vi. Security Trust Deed

[•]

7. **Expected Timetable**

1	Offer Period:	[•]
2	Placement Date:	[•]
3	Intermediaries' Offer Date:	[•]
4	Expected announcement of basis of acceptance:	[•]
5	Commencement of interest:	[•]
6	Expected date of admission of Bonds to listing:	[•]
7	Expected Issue Date:	[•]
8	Expected date of commencement of trading in the Bonds:	[•]
9	Latest date of constitution of Collateral:	[•]

The Issuer reserves the right to shorten or extend the closing of the Offer 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 revised dates will be communicated by the Issuer by company announcement and/or on its website, without the requirement to amend these Final Terms.

8. **Plan of distribution and allotment**

i. *Categories of potential investors*

[•]

ii. *Preferred Applicants (if any)*

[•]

iii. *Placement Agreements (if any)*

[•]

iv. *Intermediaries' Offer (if any)*

[•]

v. *Selling commissions*

[•]

9. **Additional information**

i. *Reservation of the Tranche, or part thereof, in favour of specific retail and/or non-retail investors or categories of either*

[•]

ii. *Time period, including any possible amendments, during which the offer will be open*

[•]

iii. *Arrangements for publication of final size of issue/offer*

[•]

iv. *Description of the application process*

[•]

- v. *Details of the minimum/maximum amount of application (whether in numbers of securities or aggregate amount to invest)*

[•]

- vi. *Description of possibility to reduce subscriptions and manner for refunding excess amount paid by Applicants*

[•]

- vii. *Method and time limits for paying up the securities and for delivery of the securities*

[•]

- viii. *Full description of the manner and date in which results of the offer are to be made public*

[•]

- ix. *Procedure for the exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised*

Not applicable

- x. *Indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure*

[•]

- xi. *Amount of any expenses and taxes specifically charged to the subscriber*

[•]

- xii. *Process for notification to applicants of the amount of Bonds allotted and indication whether dealing may begin before notification is made*

[•]

Annex I - Issue-specific summary

[•]

Annex II – List of Authorised Financial Intermediaries

[•]

Annex III – Financial Analysis Summary

[•]

ANNEX I • Guarantee

THIS GUARANTEE and INDEMNITY AGREEMENT is dated 29 August 2025 and made between:

- i. **AB Investments Limited**, a company incorporated under the laws of Malta with registration number C 70554 and whose registered office is at Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta, (the “**Guarantor**”) represented by Mr. Alan Bonnici as duly authorised;
- ii. **Finco Trust Services Limited**, a company incorporated under the laws of Malta with registration number C 13078 and whose registered office is at The Bastions Office No.2, Emvin Cremona Street, Floriana FRN1281, Malta (the “**Security Trustee**”) represented by Mr Chris Casapinta and Mr Andrea Bonello as duly authorised.

WHEREAS:

- A. AGB Finance p.l.c. (the “**Issuer**”) shall issue up to €25,000,000 Secured Bonds under one or more Tranches of one or more Series from time to time pursuant to the Secured Bonds Issuance Programme of the Issuer (such Bonds of the different Tranches so issued from time to time collectively referred to as the “**Secured Bonds**”) by virtue of, and subject to the terms and conditions of, a Base Prospectus dated 29 August 2025 issued by the Issuer in connection with such Secure Bonds Issuance Programme and the issue of such Tranches of Secured Bonds thereunder, and the Final Terms applicable to the relevant Tranche/s (such Base Prospectus and applicable Final Terms, as the same may be amended, varied or supplemented from time to time, hereinafter referred to as the “**Prospectus**”);
- B. the majority of the Issuer’s shares are owned by the Guarantor;
- C. the Prospectus provides that, and it is a condition of the issuance of the Secured Bonds that, *inter alia*, the Guarantor executes this Guarantee and Indemnity Agreement and grants the guarantee thereunder (hereinafter referred to as “**Guarantee**”) whereby it jointly and severally guarantees the punctual performance of the Issuer’s payment obligations under the Bond Issue of the various Tranches in favour of the Security Trustee for the benefit of the relevant Bondholders; and
- D. the Guarantor has agreed to the conclusion and execution of this Guarantee in favour of the Security Trustee.

NOW, THEREFORE, IT IS BEING HEREBY AGREED AND COVENANTED AS FOLLOWS:

1. INTERPRETATION

In this Guarantee, unless the context otherwise requires:

“**Indebtedness**” means all moneys, obligations and liabilities now or at any time hereafter due, owing or incurred by the Issuer under the Secured Bonds to the Bondholders (whether alone and/or with others) in terms of the Prospectus and in any and all cases whether for principal, interests, capitalised interests, charges, disbursements, or otherwise and whether for actual or contingent liability;

“**writing**” or “**in writing**” shall mean any method of visual representation and shall include facsimile transmissions, telexes and other such electronic methods.

Capitalised terms used herein which are defined in the Prospectus shall, unless otherwise defined herein or unless the context otherwise requires, have the same meanings herein as in the Prospectus.

The Guarantor hereby acknowledges and declares that it has received a copy of the Base Prospectus and of the first Final Terms relating to Tranche 1 of Series 1/2025 as approved and issued by the Issuer. The Issuer hereby undertakes to make immediately available to the Guarantor, upon approval and issue by the Issuer, a copy of any supplement or amendment to the above-mentioned Base Prospectus and first Final Terms, as well as of any future Final Terms issued by the Issuer in respect of any subsequent Tranche/s of the same or a different Series issued from time to time under the Secured Bonds Issuance Programme and any supplements or amendments thereto.

2. GUARANTEE

2.1 COVENANT TO PAY

In satisfaction of the conditions of the issuance of the Secured Bonds, and in consideration of the Bondholders acquiring the Secured Bonds, the Guarantor, as duly authorised, as primary obligor, hereby jointly and severally with the Issuer, unconditionally and irrevocably guarantees to the Security Trustee, for the benefit of Bondholders the payment of, and undertakes on first demand in writing made by the Security Trustee on the Guarantor, to pay the Indebtedness to the Security Trustee or any balance thereof at any time due or owing under the Secured Bonds of whatever Tranche or Tranches.

2.2 LIABILITY AMOUNT

This is a continuing Guarantee for the whole amount of Indebtedness due or owing by the Issuer under the Secured Bonds but, notwithstanding anything contained in this Agreement, the amount due by the Guarantor to the Security Trustee under this Guarantee shall be up to and shall not be in excess of the Redemption Value of Secured Bonds subscribed for and issued pursuant to the Bond Issue of the various Tranches under the Secured Bonds Issuance Programme, apart from interests due up to the date of payment and costs and expenses relating to the protection, preservation, collection or enforcement of the Security Trustee's rights against the Issuer and/or the Guarantor and/or other provider/s of Collateral which shall be additional to the maximum amount herein referred to.

2.3 INDEMNITY

As a separate and independent stipulation, the Guarantor agrees, as a principal obligation, to indemnify the Security Trustee on demand for all costs, charges and expenses incurred by it relating to the protection, preservation, collection or enforcement of the Security Trustee's rights against the Issuer and/or the Guarantor and/or other provider/s of Collateral as well as for any damages, losses (excluding loss of profit), costs and expenses arising from any failure on the part of the Issuer to perform any obligation to the Security Trustee.

3. CONTINUING AND UNCONDITIONAL LIABILITY

3.1 The liability of the Guarantor under this Guarantee shall be continuing until such time as the Indebtedness is fully repaid or until such time as the maximum amounts referred to in clause 2.2 above are paid by the Guarantor hereunder, and will not be prejudiced or affected by, nor shall it in any way be discharged or reduced by reason of:

- a) the bankruptcy, insolvency or winding up of the Issuer; or
- b) the incapacity or disability of the Issuer or any other person liable for any reason whatsoever; or
- c) any change in the name, style, constitution, any amalgamation or reconstruction of either the Issuer, or the Guarantor; or
- d) the Security Trustee conceding any time or indulgence, or compounding with, discharging, releasing or varying the liability of the Issuer or any other person liable or renewing, determining, reducing, varying or increasing any accommodation or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or in any way varying any compromise, composition, arrangement or settlement or omitting to claim or enforce or exact payment from the Issuer or any other person liable; or
- e) the release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Issuer or any other person liable; or
- f) any event, act or omission that might otherwise, but for this clause, operate to exonerate the Guarantor without settlement in full of the Indebtedness towards the Security Trustee.

- 3.2 This Guarantee provides the Security Trustee with the right of immediate recourse against the Guarantor, and the Security Trustee shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:
- a) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Issuer or any other person; or
 - b) to make, demand, enforce or seek to enforce any claim, right or remedy against the Issuer or any other person.

4. WAIVER OF GUARANTOR'S RIGHTS AND GUARANTOR'S WARRANTIES

- 4.1 Without prejudice to clause 2.2 above, this Guarantee shall be for the full amount of the Indebtedness due from time to time. The liability of the Guarantor under this Guarantee shall be decreased from time to time to the extent, if any, that the Issuer or the Guarantor or any other person shall have made any irrevocable payment of the Indebtedness.
- 4.2 Until the Indebtedness has been paid in full the Guarantor agrees that it will not, without the prior written consent of the Security Trustee:
- a) exercise any rights of subrogation, reimbursement and indemnity against the Issuer;
 - b) demand or accept repayment, in whole or in part, of any Indebtedness now or hereafter due to the Guarantor from the Issuer or for repayment of same or demand any collateral in respect of same or dispose of same;
 - c) take any step to enforce any right against the Issuer arising pursuant to the Guarantee or any payment made by the Guarantor thereunder;
 - d) claim any set-off or counter-claim against the Issuer nor shall the Guarantor claim or prove in competition with the Security Trustee in the liquidation of the Issuer or benefit or share any payment from or in composition with the Issuer.
- 4.3 Subject to the overriding provisions of the Prospectus until the Indebtedness has been paid in full the Guarantor further agrees that:
- a) if an Event of Default under the Prospectus or the Security Trust Deed occurs, any sums which may thereafter be received by it from the Issuer or any person liable for the Indebtedness shall be held by it on trust exclusively for the Security Trustee and shall be paid to the Security Trustee immediately upon demand in writing;
 - b) all rights of relief and subrogation arising in favour of the Guarantor upon a partial payment to the Security Trustee against the Issuer shall be suspended.

5. ADDITIONAL GUARANTEE

This Guarantee is to be construed as being in addition to and in no way prejudicing any other securities or guarantees which the Security Trustee may now or hereafter hold from or on account of the Issuer and is to be binding on the Guarantor as a continuing Guarantee until full and final settlement of all the Issuer's Indebtedness. Moreover, the remedies provided in this Guarantee are cumulative and are not exclusive of any remedies provided by law.

6. BENEFIT OF THIS GUARANTEE AND NO ASSIGNMENT

- 6.1 This Guarantee is to be immediately binding upon the Guarantor for the benefit of the Security Trustee and the liability hereunder is not subject to any conditions as to additional security being received by the Security Trustee or otherwise.
- 6.2 The Guarantor shall not be entitled to assign or transfer (by novation or otherwise) any of its rights or obligations under this Guarantee.

7. REPRESENTATIONS AND WARRANTIES

7.1 THE GUARANTOR REPRESENTS AND WARRANTS:

- a) that it is duly incorporated and validly existing under the laws of Malta and has the power to carry on its business;
- b) that it has power to grant this Guarantee and that this Guarantee is duly authorised and all corporate action has been taken by the Guarantor in accordance with its constitutional document and the laws of its incorporation;
- c) that this Guarantee constitutes and contains valid and legally binding obligations of the Guarantor enforceable in accordance with its terms;
- d) that this Guarantee does not and will not constitute default with respect to or violate any law, rule, regulation, judgment, decree or permit to which the Guarantor is or may be subject; or the Guarantor's constitutional document; or any agreement or other instrument to which the Guarantor is a party or is subject or by which it or any of its property is bound;
- e) that it is in no way engaged in any litigation, arbitration or administrative proceeding of a material nature;
- f) that the obligations binding it under this Guarantee rank at least *pari passu* with all other present and future unsecured indebtedness of the Guarantor with the exception of any obligations which are mandatorily preferred by law;
- g) that it is not in breach of or in default under any agreement relating to indebtedness to which it is a party or by which it may be bound nor has any default occurred in its regard;
- h) that all the information, verbal or otherwise, tendered in connection with the negotiation and preparation of this Guarantee is accurate and true and there has been no omission of any material facts;
- i) that the granting of this Guarantee is in the commercial interest of the Guarantor and that the Guarantor acknowledges that it is deriving commercial benefit therefrom.

7.2 As from the date of this Guarantee, until such time as the Indebtedness is paid in full to the Security Trustee, and for as long as this Guarantee shall remain in force, the Guarantor shall hold true, good and valid all the representations and warranties given under this clause.

8. DEMANDS AND PAYMENTS

8.1 Without prejudice to clause 2.2 above, all the Indebtedness shall be due by the Guarantor under this Guarantee as a debt, certain, liquidated and due on the seventh (7th) day following the Security Trustee's first written demand to the Guarantor to pay. All demands shall be sent to the postal address or email address as are stated below as the same may be changed by notice in writing by one party to the other.

8.2 All sums payable by the Guarantor under this Guarantee shall be paid in full to the Security Trustee in the currency in which the Indebtedness is payable:

- a) without any set-off, condition or counterclaim whatsoever; and
- b) free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.

8.3 If any deduction or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

8.4 The Guarantor shall promptly deliver or procure delivery to the Security Trustee of all receipts issued to it evidencing each deduction or withholding which it has made.

9. NOTICES

Every notice, request, demand, letter or other communication hereunder shall be in writing, in the English language, and shall be delivered by hand or by pre-paid post or email at the address or email address of the addressee set out below or as otherwise notified to the sender. Any such notice sent by prepaid post shall be deemed to have been received five (5) days after dispatch and evidence that the notice was properly addressed stamped and put into the post shall be conclusive evidence of posting. Any such notice sent by email, or delivered by hand shall be deemed to have been received on the date on which it is sent or delivered, and failure to receive any confirmation shall not invalidate such notice.

If to the Guarantor:

Address: Hacienda Office, Nathalie Poutiatin Tabone Street, Sliema, SLM 1870, Malta

E-mail address: office@agb.com.mt

To the attention: Mr. Alan Bonnici

If to the Security Trustee:

Address: The Bastions Office No.2, Emvin Cremona Street, Floriana FRN1281, Malta

E-mail address: email@fincotrust.com

To the attention: Board of Directors

10. APPLICABLE LAW AND JURISDICTION

This Guarantee and any non-contractual matters in relation thereto shall be governed by and construed in accordance with the laws of Malta.

The parties agree that the Courts of Malta have exclusive jurisdiction to settle any disputes in connection herewith and in connection with any non-contractual matters in relation hereto, and accordingly submit to the jurisdiction of such Courts.

The parties waive any objection to the Maltese Courts on grounds of inconvenient forum or otherwise as regards proceedings in connection herewith and agree that a judgement or order of such a Court shall be conclusive and binding on them and may be enforced against them in the Courts of any other jurisdiction.



Alan Bonnici

duly authorised, on behalf of **AB Investments Limited (Guarantor)**



Andrea Bonello

duly authorised, on behalf of **Finco Trust Services Limited (Security Trustee)**



Chris Casapinta

