BASE PROSPECTUS

Dated 12 October 2026

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

UNSECURED NOTE ISSUANCE PROGRAMME

by

HAL MANN VELLA GROUP P.L.C.
A PUBLIC LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA
WITH COMPANY REGISTRATION NUMBER C 5067

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

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

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

NOMINEE AND PLACEMENT AGENT
M.Z. Investment Services Limited

MZ INVESTMENTS

APPROVED BY THE BOARD OF DIRECTORS

Martin Vella
Director

Mark Vella
Director

Signing in their own capacity as directors of the Issuer and on behalf of each of the remaining directors Joseph Vella, Maria K/A Miriam Schembri, Arthur Galea Salomone and Mario P. Galea, as their duly appointed agents

GENERAL DESCRIPTION OF THE UNSECURED NOTE ISSUANCE PROGRAMME

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

The maximum aggregate principal amount of the Global Notes from time to time outstanding under the Note Issuance Programme will not exceed €7,000,000 in nominal value of unsecured Notes.

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

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

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1. IMPORTANT INFORMATION

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

NO BROKER, DEALER, SALESMAN, OR OTHER PERSON HAS BEEN AUTHORISED BY THE ISSUER OR ITS DIRECTORS, TO ISSUE ANY ADVERTISEMENT, OR TO GIVE ANY INFORMATION, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THIS BASE PROSPECTUS AND THE NOTE ISSUANCE PROGRAMME OF THE ISSUER OTHER THAN THOSE CONTAINED IN THIS BASE PROSPECTUS AND IN THE DOCUMENTS REFERRED TO HEREIN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE ISSUER, ITS DIRECTORS, OR ADVISERS.

THE MFSA ACCEPTS NO RESPONSIBILITY FOR THE CONTENTS OF THE BASE PROSPECTUS AND APPLICABLE FINAL TERMS, MAKES NO REPRESENTATIONS AS TO THEIR ACCURACY OR COMPLETENESS, AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM, OR IN RELIANCE UPON, THE WHOLE OR ANY PART OF THE CONTENTS OF THE BASE PROSPECTUS OR ANY FINAL TERMS.

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

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

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

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

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

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

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

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

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

THE CONTENTS OF THE ISSUER'S WEBSITE, OR ANY WEBSITE DIRECTLY OR INDIRECTLY LINKED TO THE ISSUER'S WEBSITE, DO NOT FORM PART OF THE BASE PROSPECTUS UNLESS SUCH CONTENTS ARE INCORPORATED BY REFERENCE INTO THE BASE PROSPECTUS. ACCORDINGLY, NO RELIANCE OUGHT TO BE MADE BY ANY INVESTOR ON ANY INFORMATION OR OTHER DATA CONTAINED IN SUCH WEBSITES AS THE BASIS FOR A DECISION TO INVEST IN THE SECURITIES.

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

2. DEFINITIONS

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

2014 Bonds	the €30 million 5% secured bonds of a nominal value of €100 per bond, issued at par by the Issuer, pursuant to a prospectus dated 6 October 2014 and having ISIN: MT0000811209. The secured bonds were redeemed in full on 6 November 2024;
2024 Bonds	the €23 million 5.35% secured bonds of a nominal value of €100 per bond, issued at par by the Issuer, pursuant to a prospectus dated 28 June 2024 and having ISIN: MT0000811217;
Act or **Companies Act**	the Companies Act (Cap. 386 of the laws of Malta);
Applicant/s	a person or persons who subscribe/s for Participation Notes;
Appropriateness Test	the appropriateness testing in terms of the COBR;
Base Prospectus	this document in its entirety;
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;
Capital Markets Rules	the capital markets rules published by the MFSA in terms of the Financial Markets Act, as amended from time to time;
Code	the code of principles of good corporate governance, published by the MFSA;
COBR	the conduct of business rulebook issued by the MFSA, as may be amended from time to time;
Directors or **Board** or **Board of Directors**	the directors of the Issuer whose names are set out in section 4.1 of this Base Prospectus under the heading "**Directors of the Issuer**";
Early Redemption Date/s	any early redemption date/s of the relevant Tranche of Notes as specified in the applicable Final Terms, on which the Issuer shall be entitled to prepay all or part of the principal amount of the relevant Tranche of Notes and all interest accrued up to the date of prepayment, by giving not less than 30 days' notice to the Nominee and Placement Agent and the term "**Early Redemption**" shall be construed accordingly;
E-Pantar	the commercial building measuring 5,256 square metres, situated on Pantar Road, Lija, Malta;
ESMA Guidelines	the guidelines issued by the European Securities and Markets Authority (ESMA) on complex debt instruments and structured deposits dated 4 February 2016;
Euro or **€**	the lawful currency of the Republic of Malta;
Fiduciary Asset	the rights attaching to and emanating from the Global Note/s and the Nominee and Placement Agent Agreement including the right of payment of principal and interest under the Global Note/s;
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 Notes in respect of which they are drawn up;
Financial Markets Act	the Financial Markets Act (Cap. 345 of the laws of Malta);
Global Note/s or **Note/s**	the Global Note/s to be issued by the Issuer in favour of the Nominee and Placement Agent representing the amount due by the Issuer to the Nominee and Placement Agent and creating, acknowledging and representing the indebtedness of the Issuer to the Nominee and Placement Agent under the terms and conditions set out in the form of Annex A1 to the Base Prospectus;
Global Noteholder	the holder of the Global Note/s issued from time to time pursuant to the Note Issuance Programme and the applicable Final Terms;
Group	the Issuer and its Subsidiaries;
Hal Far Site	the land located in Hal Far, Malta, comprising a portion of land measuring 14,323 square metres and a second portion of land measuring 8,124 square metres;

Hal Mann Lija Property	the property measuring *circa* 28,500 square metres divided into: (i) developed land over which a number of commercial and industrial buildings have been developed; and (ii) land which is currently not developable and is used for industrial activities, located in the limits of Lija, Malta;
HMI	Hal Mann International Limited, a private limited liability company registered under the laws of Malta bearing company registration number C 21050 and having its registered office at Hal Mann, The Factory, Mosta Road, Lija, Malta;
HMK	HMK Limited, a private limited liability company registered under the laws of Malta bearing company registration number C 95411 and having its registered office at The Factory, Mosta Road, Lija, Malta;
HML	Hal Mann (Letting) Ltd, a private limited liability company registered under the laws of Malta bearing company registration number C 53109 and having its registered office at Hal Mann, The Factory, Mosta Road, Lija, Malta;
HM Properties	Hal Mann Properties Ltd, a private limited liability company registered under the laws of Malta bearing company registration number C 39013 and having its registered office at Hal Mann Properties Ltd., Mosta Road, Lija, Malta;
HMS	Halmann Solar Limited, a private limited liability company registered under the laws of Malta bearing company registration number C 61110 and having its registered office at The Factory, Mosta Road, Lija, Malta;
HMV	Hal Mann Vella Limited, a private limited liability company registered under the laws of Malta bearing company registration number C 28088 and having its registered office at Hal Mann Vella Limited Mosta Road, Lija, Malta;
HMVH	Halmann Velsud Holdings Limited, a private limited liability company registered under the laws of Malta bearing company registration number C 103794 and having its registered office at The Factory, Mosta Road, Lija, Malta;
Huli Aparthotel	the Huli Aparthotel, located in in St. Paul's Bay, Malta, comprising a block of 26 units spread over five floors, and a goundfloor restaurant, built over a site measuring *circa* 425 square metres;
Hypothecated Property	collectively, Site A, Site B and the Imgarr Land;
Imgarr Land	the undeveloped site of *circa* 855 square metres located at Triq Sir Harry Luke, Triq Il-Ghansar c/w Triq Id-Daghbien, Imġarr, Malta;
INDIS Malta Ltd	INDIS Malta Ltd., previously "Malta Industrial Parks Limited", a private limited liability company registered under the laws of Malta bearing company registration number C 28965 and having its registered office at INDIS Malta, Mosta Technopark, Triq Valletta, Mosta MST 3000, Malta;
Interest or **Rate of Interest**	the rate of interest payable in respect of the relevant Tranche of Notes as specified in the applicable Final Terms;
Interest Payment Date/s	the date/s specified in the applicable Final Terms on which interest on the relevant Tranche of Notes falls due;
Issue	the issue of Notes pursuant to the Note Issuance Programme and the applicable Final Terms;
Issue Amount	the amount of Participation Notes, representing the relevant Tranche of Notes, which are subscribed for and issued in accordance with this Base Prospectus and the applicable Final Terms;
Issue Date	the date on which Participation Notes, representing the relevant Tranche of Notes, are subscribed for and issued in accordance with this Base Prospectus and the applicable Final Terms;
Issuer	Hal Mann Vella Group p.l.c., a public limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 5067, and having its registered address at The Factory, Mosta Road, Lija, Malta;
Malta Financial Services Authority or **MFSA**	the Malta Financial Services Authority, established in terms of the Financial Markets Act as the competent authority to approve prospectuses of any offer of securities to the public in Malta;

Memorandum and Articles of Association	the memorandum and articles of association of the Issuer in force at the time of publication of the Base Prospectus. The terms "**Memorandum**", "**Articles**" and "**Articles of Association**" shall be construed accordingly;
MHC	Mavina Holiday Complex Ltd, a private limited liability company registered under the laws of Malta bearing company registration number C 1728 and having its registered office at The Factory, Mosta Road, Lija, Malta;
MiFID II	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast);
NAVI Building	the commercial building measuring *circa* 1,200 square metres, referred to as the "NAVI Building", situated on Pantar Road, Lija, Malta;
Nominee and Placement Agent	M.Z. Investment Services Limited, a private limited liability company duly registered and validly existing under the laws of Malta, bearing company registration number C 23936, and having its registered address at 63, MZ House, St. Rita Street, Rabat, RBT 1523, Malta;
Nominee and Placement Agent Agreement	the agreement entered into by and between the Issuer and the Nominee and Placement Agent dated 12 October 2026;
Noteholders	collectively, the Global Noteholder and Participation Noteholders;
Note Issuance Programme or **Programme**	the note issuance programme of up to €7,000,000 unsecured notes being made by the Issuer pursuant to this Base Prospectus (and any supplement thereto) and the applicable Final Terms;
ODA Lija Site	the undeveloped site of *circa* 8,450 square metres, forming part of Site B within the Hal Mann Lija Property;
Offer	the offer for participation in the relevant Tranche of Global Notes through the issuance of Participation Notes;
Offer Amount	the offer of up to €7,000,000;
Participation Note	a transferable note of a nominal value of €1,000 issued by the Nominee and Placement Agent to a Participation Noteholder acknowledging the interest of the person named therein in the Global Note, and evidencing an entry in the Register of Investors;
Participation Noteholder	a holder of a Participation Note;
Prospectus Regulation	Regulation (EU) No. 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended, and in accordance with the provisions of Commission Delegated Regulation No. 2019/979 and Commission Delegated Regulation No. 2019/980 issued thereunder;
Redemption Date	the redemption date of the relevant Tranche of Notes as specified in the applicable Final Terms, unless the Issuer exercises the early redemption option;
Redemption Value	the nominal value of each Note to be paid on the relevant Redemption Date;
Register of Global Noteholders	the register maintained by the Issuer identifying the holder of the Global Note;
Register of Investors	the register to be maintained by the Nominee and Placement Agent identifying the Participation Noteholders from time to time;
Registered Investor	a person participating in the Global Notes and whose interest and benefit therein is recognised by the Nominee and Placement Agent by means of an entry in the Register of Investors;
Series	one or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects;
Site A	developed site of *circa* 1,000 square metres, forming part of the Hal Mann Lija Property;
Site B	the site of *circa* 17,300 square metres, which includes the Lija Factory and the ODA Lija Site, located in the limits of Lija, forming part of the Hal Mann Lija Property;
Subscription Agreement	the agreement to be entered into between the Nominee and Placement Agent and Participation Noteholders subscribing for the Participation Notes;

Subscription Date	the date on which Participation Notes, representing the relevant Tranche of Notes, are subscribed for and issued in accordance with this Base Prospectus and the applicable Final Terms;
Subscription Period	the period during which the Participation Notes, representing the relevant Tranche of Global Notes, are to be issued, details of which will be specified in the applicable Final Terms;
Subsidiary	an entity over which the parent has control. In terms of the International Financial Reporting Standards adopted by the European Union, a group controls an entity when the group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. The term "**Subsidiaries**" shall collectively refer to the said entities;
Sudvel	Sudvel Limited, a private limited liability company registered under the laws of Malta bearing company registration number C 35806 and having its registered office at Hal Mann Vella, The Factory, Mosta Road, Lija, Malta;
Suitability Testing	the suitability testing in terms of the COBR;
Terms and Conditions	the terms and conditions contained in Annex A1 and Annex A2 of this Base Prospectus;
Tranche or **Tranche of Notes**	the tranche of Global Notes identical in all respects in various tranches, except for the applicable Issue Dates, Rate of Interests, Interest Payment Dates, Issue Prices, and, or Redemption Dates which may from time to time be issued as part of the Series to which this Base Prospectus relates.

Unless it appears otherwise from the context:

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

3. RISK FACTORS

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

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

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

PROSPECTS AND ON THE ABILITY OF THE ISSUER TO FULFIL ITS OBLIGATIONS UNDER THE NOTES. IN ADDITION, PROSPECTIVE INVESTORS OUGHT TO BE AWARE THAT RISK MAY BE AMPLIFIED DUE TO A COMBINATION OF RISK FACTORS.

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

3.1 FORWARD-LOOKING STATEMENTS

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

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance and should therefore not be construed as such. The Issuer’s 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 are consistent with the forward-looking statements contained in the Base Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Important factors that may cause these differences include, but are not limited to, those factors identified under this section and elsewhere in this Base Prospectus.

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

3.2 RISKS RELATING TO THE ISSUER

3.2.1 RISKS ASSOCIATED WITH THE DEPENDENCE OF THE ISSUER ON ITS SUBSIDIARIES

As further described in section 5.1.2 of this Base Prospectus, the principal activity of the Issuer is to hold assets (primarily shares in its Subsidiaries and immovable property) and to act as the financing arm of the Group. As a finance and holding company, a material portion of the Issuer’s assets consist of loans granted to its Subsidiaries and shares held in its Subsidiaries, with one of the main revenue-generating activities of the Issuer being the receipt of interest income on funds advanced to its Subsidiaries. In addition, the Issuer has, historically but not consistently, been in receipt of dividend income. Although the Issuer also holds certain immovable property directly and derives rental income therefrom, the majority of its income is dependent on the operational results, the financial position, and the financial performance of its Subsidiaries. Consequently, the financial and operational results of its Subsidiaries have a direct effect on the Issuer’s financial position.

The ability of a Subsidiary of the Issuer to effect payments of principal and interest to the Issuer in the repayment of a loan, and the distribution of dividends by a Subsidiary of the Issuer, in favour of the Issuer, is dependent on the cash flows and earnings of the relative Subsidiary, which may be restricted by: (i) changes in applicable laws and regulations; (ii) the terms of agreements to which they are, or may become, party, including agreements governing their existing indebtedness, if any; (iii) risks of delays in completion of development projects; (iv) slowdowns in the tempo of property rentals, and, or property or product sales; and, or (v) other factors beyond the control of the relative Subsidiary.

The distribution of a dividend to the Issuer will also depend on, amongst other factors, the profit for the year, the view of the board of directors of the respective Subsidiary on the prevailing market outlook and future investments, any debt servicing requirements, the cash flows of the relative Subsidiary, working capital requirements, and the requirements of the Companies Act. In terms of Maltese law, a company may not make a distribution except out of profits available for distribution or if the directors of the respective company conclude that it would not be in the company's best interests. Any of the foregoing could limit the payment of dividends to the Issuer or, if the Subsidiary does pay a dividend to the Issuer, the amount thereof and which could, in turn, limit the Issuer's ability to make interest payments to Noteholders.

3.2.2 SECTOR-SPECIFIC RISKS COMMON TO THE GROUP'S PRINCIPAL OPERATING ACTIVITIES

The Group is principally engaged in the following two operating activities (the "**Principal Operating Activities"**):

(a) **Manufacturing, products, and general contracting services (1H26: €11.3 million; FY25: €25.1 million):** This generally involves the manufacture, importation and supply of various natural and composite stones and other construction related materials as well as services related to design, installation and maintenance and other sub-contracted work; and

(b) **Property development, sales andletting (1H26: €2.5 million; FY25: €6.8 million):** This generally comprises the acquisition and development of real estate as well as the leasing of office space and residential properties to third parties.

The following risks are common to both of the Principal Operating Activities referred to above and therefore may, directly or indirectly, adversely impact the entirety of the Group's revenue generating activities.

Risks relating to the local property market

The Group's Principal Operating Activities are inherently linked to construction and real estate in Malta. These sectors rely intrinsically on the state of the local property market which is a highly competitive industry and may be impacted by a number of factors such as political developments, government regulations, changes in planning or tax laws, interest rate changes, inflation, the availability of financing and the profits which different investments may provide. These factors are likely to cause property prices to change and an increase in supply and, or a reduction in demand in the property market to which the Group is exposed, could negatively impact its financial performance.

Risks relating to health and safety

One of the most significant risks the Group is exposed to is related to the health and safety of employees and third parties, including the risk of serious injury or even fatality.

This risk is materially relevant to the Group's Principal Operating Activities as it is of fundamental importance in manufacturing and contracting as well as in property construction, development, and maintenance. In carrying out its Principal Operating Activities, the Group is required to adopt, maintain, and constantly review and update rigorous health and safety policies and practices. Any failure in health and safety performance may result in penalties for non-compliance with the relevant regulatory requirements, and a failure which results in a major or significant health and safety incident, such as injury to, or fatality of, members of the factory or construction workforce, as well as visitors or bystanders, may be costly in terms of potential liabilities arising as a result, as well as the generation of adverse publicity having a negative impact on the Group's reputation. There can be no assurance that the Group's health and safety policies and practices will prove effective in ensuring the health and safety in its factories, offices and on its property development sites, which may expose the Group to liability for damages, as well as to the risk of adverse publicity. These risks may adversely impact the Group's financial condition, results of its operations and its prospects.

The Group may be exposed to environmental liabilities

The Group may become liable for the costs of removal, investigation, or remediation of any hazardous or toxic substances that may be located on, or in, or which may have migrated from, a property owned or occupied by it, which costs may be substantial. The Group may also be required to remove or remediate any hazardous substances that it causes or knowingly permits at any property that it owns or may in future own. Laws and regulations, which may be amended over time, may also impose liability for the presence of certain materials or substances or the release of certain materials or substances into the air, land or water or the migration of certain materials or substances from a property investment, including asbestos, and such presence, release or migration could form the basis for liability to third parties for personal injury or other damages. These environmental liabilities, if realised, could have a material adverse effect on the Group's business, financial condition and results of operations.

In addition, further to the increasing strictness of various environmental regulations, the Group may also be forced to incur significant costs to ensure its buildings and projects, both new and existing, meet the minimum standards required or imposed on it by applicable regulations. Abiding with such regulations may increase the Group's expenses for various projects and there is no guarantee that the Group will be able to impose a corresponding increase in its own fees with its clients, and as a result, this could have a negative impact on the Group's business, results of operations and, or cash flows.

3.2.3 OTHER SECTOR-SPECIFIC RISKS RELATING TO MANUFACTURING, PRODUCTS AND GENERAL CONTRACTING SERVICES

The Group generates approximately 80% of its revenues from manufacturing operations and general contracting services and therefore the Issuer considers the following risks to be material to Group's overall ability to maintain and continue to generate revenues going forward.

Risks relating to competition and the award and execution of projects

The generation of revenue from the execution of projects depends heavily on the Group's competitiveness in the market and its ability to bid for and ultimately be awarded the execution of such projects. There can be no guarantee that future projects will be awarded to the Group and the failure to bid for and ultimately be awarded the execution of such projects may have a material and adverse effect on the Group's financial condition and operations.

Furthermore, for certain third-party projects, the Group relies on strategic relationships with other entities, such as contractors and sub-contractors, joint venture arrangements, suppliers, and business partners. Such business alliances are set up to enhance the likelihood that contracts are adjudicated in favour of the purposely formed consortium, thereby benefiting the Group indirectly. Any failure by the Group and, or the Group's business partners to bid for and ultimately be awarded such projects may adversely impact the Group's financial condition. It is also possible that disputes with such partners may arise or that the interests of the Group and its joint venture partners may not be aligned. There can be no guarantee that such issues will not have adverse consequences for the Group. Furthermore, failure to maintain these relationships may have a material and adverse effect on the Group's financial condition and operations.

Supplier failure and increase in supply costs

The Group is reliant on its supply chain, in particular, in relation to the supply of high-performance cements, marble and granite aggregates, and natural stones. The failure of one or more suppliers to deliver high-quality materials on a timely basis could damage the reputation of the Group in its market, increase the cost of manufacturing, products, and general contracting services, thereby causing the Group to delay delivery requirements on contractual commitments with customers. Such supplier failure and additional costs could have a material adverse effect on the Group's business and results of operations.

Risks relating to the supply of finished products

The Group is associated with high product quality, which is an important reason why customers buy products from the Group. In certain projects, the Group undertakes to source third-party finished products directly. Although the Group requires its suppliers to satisfy certain standards regarding the quality and specification of their products, there is a risk that on delivery such supplies are of a lower quality standard. In the event of a product, whether of a third-party supplier or of the Group, being defective or inferior, there is a risk that relationships with customers could be affected. The inadvertent supply of defective or inferior products by the Group to their customers could have a material adverse effect on the Group's business, results of operations and overall financial position.

Risks relating to the temporary title over the Hal Far Site

The Group's manufacturing activities are currently carried out from two locations in Malta, one in Lija/Mosta and a second in Hal Far. The Hal Far Site (which comprises two separate portions of land) is held by HMI by way of: (i) temporary emphyteusis granted unto HMI by INDIS Malta Ltd for a period of 65 years, effective as from 20 August 2015; and (ii) temporary emphyteusis granted unto HMI by INDIS Malta Ltd for a period of 35 years, effective as from 15 April 2021, with an option to extend by a further 30 years.

The two emphyteutical grants are subject to a number of onerous terms and conditions, including terms relating to minimum employment commitments, minimum investment in machinery, permitted use, payment of annual ground-rent, maintenance of adequate insurance cover, development permits, and maintenance and repairs, among others. Failure to abide with the terms and conditions to which the emphyteutical grants are subject may have an adverse material effect on the operations of the Group, including as a result of the imposition of contractual penalties or the enforcement of an event of default under the said emphyteutical deeds, the occurrence of which may entitle INDIS Malta Ltd to terminate the respective emphyteutical grant.

The inability of the Group to carry out its operations at the Hal Far Site at any time due to failure to adhere with the terms and conditions of the emphyteutical grants could have a material adverse effect on the results of the operations of the Group and its financial performance and financial condition.

Risks relating to a disruption in the manufacturing cycle

If any of the Group's machinery or wider manufacturing facilities are critically damaged or impaired this could severely reduce or suspend the Group's production capacity for an extended time period. Moreover, the inability to fully and

efficiently utilise the Group's facilities could result in increased costs or significant delays and could also result in breaches of customer agreements and have an impact on the Group's products and reputation.

The production of the Group's products is an industrial process that requires specialised equipment, and which may be subject to breakdowns and other problems. Any disruption in production equipment and capacity could have a material adverse effect on the Group's business, financial condition and operating results.

Risks relating to the investment in machinery for new and improved products

The Group's investment in its manufacturing business is ongoing and comprises the upgrading of facilities and the introduction of new products mainly in natural stone, concrete and terrazzo. The Group is subject to the risk that such investment will not reap the returns expected by management. To the extent that these new and, or improved products are not successful once produced and offered for sale to consumers, the investment made by the Group may be, to varying extents, lost and any resultant financial losses may adversely impact the overall financial results of the Group.

3.2.4 OTHER SECTOR-SPECIFIC RISKS RELATING TO PROPERTY DEVELOPMENT, SALES AND LETTING

Risks relating to general construction services and property development

The majority of the Group's revenue is generated from the rendering of general construction services and property development. The Group's construction and development projects are subject to a number of specific risks, which include:

- the risk of insufficiency or lack of availability of resources to complete development projects in the manner, at the cost, or within the timeframe envisaged;
- the risk of cost overruns and unexpected increases in project execution costs;
- the risk of rental or sales transactions not being concluded at the prices and within the timeframes envisaged, which may lead to difficulty in obtaining payment from third parties as well as risks of ultimate unfeasibility of development projects;
- delays or refusals in obtaining all necessary zoning, land use, building, development, modifications, occupancy and other required permits and authorisations, including such permits and authorisations from the planning and environment protection authorities, together with legal complexities and uncertainties regarding the rights of the Group to obtain legal title over certain properties, and inconsistencies and inaccuracies in the land registrations system;
- covenants, conditions, restrictions and easements relating to the properties or their use, whether arising out of law or by way of contractual arrangement;
- laws, rules and regulations, including in relation to acquisition, development, construction, planning, zoning, environmental protection, health and safety, financing, taxation, fiscal policies, insurance and trade restrictions which may impact the development sector;
- although the local property development market has experienced high levels of activity in recent years, there can be no assurance that similar levels of growth or activity will be maintained, particularly in light of increased scrutiny and regulatory intervention; and, or
- high levels of activity in the sector may place a strain on the availability of human and other capital resources required to undertake and complete the development projects that the Group is committed to, or may wish to undertake, from time to time.

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

Risks associated with rental income of the Issuer's and the Group's property portfolios

The Issuer and its Subsidiaries are susceptible to risks relating to the rental market. The health of the residential and commercial rental market may be affected by a number of factors such as economic and political developments, government regulations, changes in planning or tax laws, interest rate fluctuations, inflation, the availability of financing, and yields of alternative investments.

An increase in the supply of and, or a reduction in demand for, commercial space could impact negatively upon capital values and income streams of the Issuer and its Subsidiaries. In addition, the Group could also be exposed to factors which could materially increase operating and other expenses in the carrying out of its rental activities. These could include, but are not limited to:

- increases in the costs of maintaining the property;
- material increases in operating costs that may not be fully recoverable from tenants; and
- increases in the rate of inflation above the level of annual increments contracted with tenants.

These factors could have an adverse effect on the Group's financial condition and results.

In addition, the revenue generated from the Group's property rental activities is dependent in the main part on tenants fulfilling their obligations under their lease agreements. There can be no assurance that the tenants will be in a position, at all times, to perform their obligations, whether due to insolvency, lack of liquidity, market or economic downturns, operational failure or other reasons which are beyond the Group's control, which failure may have a material adverse effect on the financial condition of the Group, the results of its operations and its prospects.

Current commercial leases with third parties are susceptible to risks inherent to the industries in which such third parties operate as well as the risks specific to their businesses.

The Group derives material portions of its rental income from a relatively small number of large lease agreements. The Group is susceptible to the risk that tenants (particularly tenants of such large leases) may attempt to terminate, or elect not to renew, their respective lease agreements. Failure to maintain a good relationship with existing tenants, or to renew lease agreements, or enter into new lease agreements, on similar or more favourable terms, could have a material adverse effect on the Group's business, the results of its operations, prospects, financial position, and performance.

Market valuations of the Group's property are performed by independent professional architects every two years or earlier whenever their fair values differ materially from their carrying amounts. In the year when a market valuation is not performed, an assessment of the fair value is performed to reflect market conditions at the year-end date. The results of such valuations or assessments may impact the Group's financial results.

Risks relating to title over immovable property

The Issuer's and its Subsidiaries' property acquisitions and developments are dependent on the performance of a due diligence exercise on the good title over the land or immovable property being acquired and, or developed. In doing so, the Group would typically rely on third parties to conduct a significant portion of this due diligence exercise, including legal reports on root of title, property valuations, as well as building and environmental surveys. To the extent that the Group, or its third-party advisors, fail to identify defects in title or erroneously assess the materiality or implication of the findings of the due diligence exercise, including environmental liabilities, structure or operational defects, or other material issues, the Group may, notwithstanding that it proceeds with the intended acquisition or development, subsequently be exposed to claims and, or liabilities relating to such issues. Although the Group is not currently subject to any such claims, should any future claims be lodged and prove successful, they could have a material adverse effect on the Group's business and operations.

Liquidity risk in the real estate market

Properties such as those in which the Group has invested, and may in the future invest in, are illiquid assets, and planning regulations may further reduce the number and types of potential purchasers should the Group decide to sell certain properties. Such illiquidity could have a material adverse effect on the Group's ability to vary its portfolio of properties or to dispose of or liquidate the same, whether in full or in part, in a timely fashion and on commercially acceptable terms. In turn, this illiquidity could have a material adverse effect on the Group's financial condition, the results of operations and its prospects. The Group may be unable to divest of its property investments on favourable terms and conditions, including but not limited to price, which may result in the inability of the Group to achieve its desired return on investments.

Risks associated with ability to obtain necessary planning and development permits and maintaining ongoing compliance therewith

Securing planning approvals by the competent planning and environment authorities in a timely manner is of key importance to the Group's property development activities. There can be no certainty that any given planning application will result in planning approvals being granted, or that if granted, such will not be on unduly onerous or restrictive terms, which, may materially and adversely affect the Group's business. Additionally, time delays to the expected timescale for the granting of planning approval may result in a reduction in the number of units that are available for sale or rent within a proposed timeframe.

Opposition to the Group's proposed developments, and, or appeals lodged against the Group's applications for planning and development permits may also cause, or oblige, the Group to adjust development plans on any pending or future projects, which adjustments may result in a combination of increased development costs and, or reduced revenues estimated to be generated from its development projects. In other instances, such adjustments may be so extensive as to render the development project unfeasible, as a result of which the Group may have to abandon its development project altogether, in which case it may be unable to recover any or all of the development costs, charges and other expenses incurred by prior to such abandonment.

If any delays or refusals in obtaining the necessary planning permissions (including the issuance of full development permits) were to materialise, this could have a material adverse effect on the business, financial condition and profitability of the Group. Where long-term development projects are still at an outline development permit stage, the Group may also be susceptible to the imposition of conditions in the full development permit relating to the internal layout and configuration of the property under development, which conditions may adversely affect the revenue generating capacity of the property in question.

Furthermore, local and national planning policies are subject to change, which could consequently impact the Group's development strategy. Moreover, the Group is susceptible to the risks relating to its ability to continue to adhere with all terms and conditions of its permits, licences and any authorisations, at all times, the inability of which may expose the Group to the imposition of penalties, sanctions or other punitive measures, as well as the risk of temporary suspension or permanent closure of its establishments and the revocation of such permits, licences and, or other authorisations.

Risks arising from reliance on third-party contractors and sub-contractors

For the completion of property development projects that it may engage in from time-to-time, the Group would place a degree of reliance on counterparties such as contractors and sub-contractors engaged in the demolition, excavation, construction, and, or finishing of developments. Such counterparties (which may include both third- parties as well as related parties) may default on their obligations to the Group due to, among other reasons, their insolvency, lack of liquidity, lack of reliability, lack of performance, sub-standard work, market or economic downturns, operational failure or other reasons which are beyond the Group's control. Such default could have a material adverse impact on any development projects of the Group, including the ability of the Group to complete projects within stipulated deadlines or specifications, failure of which may result in the imposition of contractual or regulatory fines or penalties, loss of revenue and reduced profitability of the Group. In addition, the Group's ability to source third-party contractors or sub-contractors having the sector-specific expertise or resources necessary to bid for, undertake and successfully complete development projects could have an adverse effect on the Group's competitive positioning in the property development market.

Risks associated with restoration projects and works

With particular reference to the Group's property restoration projects, the restoration and preservation of unique buildings, museums, and other historical structures entails having specifically talented and trained employees to carry out projects of this nature, which employees may not be available for recruitment at the time, or in the volumes, and at the cost, envisaged by the Group. In addition, the Group may be exposed to claims for liability for damage to historical structures, the imposition of fines or other penalties for such damage, or the continued eligibility of the Group to participate in competitive tenders for restoration works.

3.2.5 OTHER RISKS RELATING TO THE GROUP AND ITS BUSINESS

Dependence on the Maltese market and exposure to economic conditions

The Group's business activities are concentrated in, and aimed at, the Maltese market. Accordingly, the Group is highly susceptible to the economic trends that may from time to time be felt in Malta, including fluctuations in consumer demand, financial market volatility, inflation, the property market, interest rates, exchange rates, direct and indirect taxation, wage rates, utility costs, government spending and budget priorities and other general market, economic and social factors. Negative economic factors and trends in Malta, particularly those having an effect on consumer demand, would have a negative impact on the business of the Group. In particular, weak economic conditions or tightening of the credit markets may affect the solvency of its suppliers or customers, which could lead to disruptions in its business operations, accelerated payments to suppliers, increased bad debts or a reduction in its revenue, which may impact the Group's ability to recoup the debts owed to it, and in turn to fulfil its own obligations.

Risks relating to the global economy and financial markets

The Group's operations are affected by global economic and financial conditions, including elevated inflation and prolonged restrictive interest rates that may depress spending, raise input and financing costs, and increase recession risk. Geopolitical instability - such as the war in Ukraine, hostilities in the Middle East (including shipping disruptions), and broader strategic tensions (sanctions, export controls and trade fragmentation) - can trigger supply chain interruptions, energy and commodity price volatility, currency swings, cyber risks and shifts in customer demand. Adverse macroeconomic trends, including tighter credit availability and debt stress, may impair access to capital, increase counterparty and customer default risk, and affect asset valuations. Any of these factors, many beyond the Group's control, could materially and adversely affect the Group's business, financial condition, results of operations and prospects.

Risks relating to the Group's financing and investment strategies

The Group may not be able to obtain the capital it requires for the continued operation of its business and investments. No assurance can be given that sufficient financing will be available on commercially reasonable terms. In addition, the Group may be exposed to a variety of financial risks associated with the unpredictability inherent in financial markets, including market risk (such as the risk associated with fluctuations in fair values of investments), credit risk (the risk of loss by the Issuer due to its debtors not respecting their commitments), foreign exchange rate risk, and interest rate risk (such as the risk of potential changes in the value of financial assets and liabilities in response to changes in the level of market interest rates and their impact on cash flows). Any downturn or weakness in the capital markets or banking environment may limit the Group's ability to raise capital for completion of projects that have commenced or for development of future properties. Failure to obtain, or delays in obtaining, the capital required to complete current or future development and improvement projects on commercially reasonable terms, including increases in borrowing costs or decreases in loan availability, may limit the Group's growth, and adversely affect its business, financial condition, results of operations and prospects.

The Group's indebtedness could adversely affect its financial position

Interest bearing loans and debt securities as at 30 June 2026 amounted to €48.9 million (31 December 2025: €48.4 million). The Group may, from time-to-time, incur additional debt for the purpose of refinancing indebtedness as well as to fund future growth in terms of acquisitions and developments. Borrowings under any bank credit facilities may be at variable interest rates, which would render the Group vulnerable to increases in interest rates. Agreements regulating the Group's bank debt may impose significant operating restrictions and financial covenants on the Group. These restrictions and covenants could limit the Group's ability to obtain future financing, incur capital expenditure, withstand a future downturn in business or economic conditions generally, or otherwise inhibit the Group's ability to freely conduct the necessary corporate activities. In the event that the Group's generated cash flows were to be required to make principal and interest payments on any further prospective debt, this could give rise to a reduction in the amount of cash available for distribution by the Group, which would otherwise be available for funding of the Group's working capital, capital expenditure, development costs, and other general corporate costs, or for the distribution of dividends. The Issuer may in certain cases also be required to provide guarantees for debts contracted by its Subsidiaries. Defaults under financing agreements could lead to the enforcement of security over property owned by the Group, where applicable, and, or cross-defaults under other financing agreements.

The Group's insurance policies

Historically, the Group has maintained insurance at levels determined by the Group to be appropriate in light of the cost of cover and the risk profiles of the industry sectors in which the Group operates. With respect to losses for which the Group is covered by its policies, it may be difficult and may take time to recover such losses from insurers. In addition, the Group may not be able to recover the full amount from the insurer due to procedural restrictions or formalities, or due to substantive exclusions, exemptions, limitations on coverage, de minimis liability coverage limitations, prescriptive time periods and limitations, reporting or other disclosure requirements, licencing or other authorisation or registration requirements, breach of restrictive covenants or undertakings, breach of warranties and, or representations, as well as restrictions or formalities relating to the initiation of, and control over, litigation, investigations or other proceedings relating thereto. Furthermore, the insurance policies may be pledged or otherwise granted as security in favour of third-party financiers or other third-parties, and the Group may not be able to recover amounts thereunder where such security subsists.

No assurance can be given that the Group's current insurance coverage would be sufficient to cover all potential losses, regardless of the cause, nor can any assurance be given that an appropriate coverage would always be available at acceptable commercial rates. In addition, changes in legislation or judicial interpretation, or the issuance or alteration of directives, orders or other measures (whether interim or otherwise), by the relevant authorities (including but not limited to governmental departments or authorities, planning authorities, health and safety authorities, environmental authorities, among others) may impact the ability to recoup losses under the applicable insurance coverage.

Risk of loss of key personnel or the inability to attract and retain talent

The Group's success is heavily dependent upon its ability to attract, develop and retain key personnel to manage and grow the business, including key executive, management, sales, services, and other specialised staff. The Group's inability to attract, develop and retain key personnel could have an adverse effect on the expansion of the Group's business.

The risk of exposure to claims and litigation is inherent in the Group's operations

Since the Group operates in a variety of industries which involve the continuous provision of goods and services to customers and such operation necessarily requires continuous interaction with customers, suppliers, employees, authorities, and other stakeholders, the Group is exposed to the risk of litigation from such stakeholders. Adverse publicity from such allegations may adversely affect the turnover generated by the Group regardless of whether such allegations are true or whether the Group is ultimately held liable.

As at the date hereof, the Group is not involved in any governmental, legal or arbitration proceedings, which may have a significant effect on the Group's financial condition or operational performance, however no assurance can be given that disputes which could have such effect would not arise in the future. Exposure to litigation or fines imposed by regulatory authorities may affect the Group's reputation even though the monetary consequences may not be significant.

Risks relating to the complex and constantly evolving regulator environment in which the Group operates

The Group operates in a complex regulatory environment, as a result of which it is subject to a vast array of rules and regulations, including but not limited to those relating and applicable to environmental and energy performance of buildings, property acquisition, property development, construction, health and safety, anti-money laundering and counter-terrorist financing, and ongoing disclosure and reporting obligations, among others. Moreover, the regulatory environment in which the Group operates is constantly evolving, with the introduction of new rules and regulations, or the amendment or overhaul of existing ones. Furthermore, the Group's business and activities may be subject to a variety of terms and conditions under the relevant permits, licences, or other authorisations, technical specifications, drawings, standards, and other conditions relating to its manufacturing activities and its real estate activities which terms and conditions may vary on a project-by-project basis, and may depend on the nature, scale and complexity of

the project in question. In addition, the Group is susceptible to changes in the application and, or interpretation of such rules and regulations, permits, licences or other authorisations whether as a result of judicial interpretation or due to decisions, orders, directives, and, or guidelines issued by the competent authorities.

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

Risks relating to the failure to implement environmental, social and governance considerations

There is a growing expectation for companies to integrate sustainability risks and consider sustainability factors in their day-to-day management and their decision-making processes. As environmental, social and governance ("**ESG**") considerations gain greater prominence on the national and global agenda, the Group continues to embed strategic ESG goals across all its business sectors with a view to contributing to a more sustainable economy.

The business activities of the Group may have a significant impact on environmental factors, including but not limited to, waste management, energy efficiency, air and water pollution, and on social factors, including but not limited to, employment considerations of workers and the health and safety thereof. In particular, the Group recognizes its exposure to environmental risks in its service delivery. In particular, a shortage in supply of raw materials and construction materials could have a material adverse effect on the business operations of the Group. The failure by the Group to continue to implement sustainability practices into its business operations may result in the Group's reputation and public image, as well as its relationship with clients, suppliers, business partners and other stakeholders, being negatively affected. This in turn, may have a material adverse impact on the business activities, revenues, financial condition, and operations of the Group, and as a result could negatively affect the Issuer's financial condition and/or prospects.

Risks connected with the collection, processing and storage of personal data

Whenever personal data is collected, processed and stored by the Group, the activity conducted is subject to the rules governing the processing of personal data in terms of the Data Protection Act (Cap. 586 of the laws of Malta) and the subsidiary legislation issued thereunder (the "**DPA**") as well as Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**").

The Group has adapted its internal procedures to comply with the DPA and the GDPR. However, the Group remains exposed to the risk that personal data collected could be damaged or lost, disclosed, or otherwise unlawfully processed for purposes other than as permitted in the DPA and the GDPR. The possible damage, loss, unauthorised processing, or disclosure of personal data could have a negative impact on the activity of the Group, in reputational terms too, and could lead to the imposition of fines. In addition, any changes to the applicable laws and, or regulations, even at an EU level, could have a negative impact on the Group's activities, including the need to incur costs for adapting to the new regulations.

3.3 RISKS RELATING TO THE GLOBAL NOTES AND THE PARTICIPATION NOTES

3.3.1 NOTES NOT TRADED ON ANY REGULATED MARKET

The Participation Notes are transferable but shall not be traded on any regulated market or other trading facility and, as a result, there may be no liquid market for the Participation Notes. The market for the Participation Notes may be less liquid than a regulated market or other trading facility, and accordingly, Participation Noteholders may find it more difficult to identify willing buyers for their Participation Notes. Participation Noteholders who wish to sell their Participation Notes may be unable to do so at an acceptable price, or at all, if insufficient liquidity exists in the market for the Participation Notes. The ease of transferability of the Participation Notes depends on factors beyond the Issuer's control which could impact the trading value of the Participation Notes, such as the willingness or otherwise of potential buyers and sellers of the Participation Notes. The trading value of the Participation Notes may also be impacted by other factors, such as the time remaining for maturity of the Participation Notes, the outstanding amount of the Participation Notes, and the level, direction and volatility of market interest rates generally.

3.3.2 STATUS AND RANKING OF THE GLOBAL NOTES AND PARTICIPATION NOTES AND ADDITIONAL INDEBTEDNESS OR SECURITY

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

3.3.3 NO PRIOR MARKET FOR THE NOTES

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

3.3.4 COMPLEX FINANCIAL INSTRUMENTS AND SUITABILITY RISK

Debt instruments which may be redeemed by an issuer prior to their maturity date are considered as having an embedded call option, with the price of the debt instruments taking these components into account. The Global Notes and Participation Notes may be redeemed at the option of the Issuer on an Early Redemption Date. In view of this early redemption component, the Notes are complex financial instruments for the purposes of MiFID II. Accordingly, the Notes are only suitable for investors who have the knowledge and experience to understand the risks related to the Notes. An investor must consult with an investment adviser before investing in the Notes. In particular, investors should consult with an investment adviser with a view to ascertaining that each prospective investor: (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in the Base Prospectus, Final Terms or any applicable supplement; (b) has sufficient financial resources and liquidity to bear all the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the prospective investor's currency and that the Notes meet the investment objectives of the prospective investor; (c) understands thoroughly the terms of the Notes; and (d) is able to evaluate (either alone or with the help of a financial adviser) 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 Notes, and the inherent risks associated with the Issuer's business.

3.3.5 THE GLOBAL NOTE IS REDEEMABLE AT THE OPTION OF THE ISSUER

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

3.3.6 FUTURE PUBLIC OFFERS

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

3.3.7 SUBSEQUENT CHANGES IN INTEREST RATES AND THE POSSIBLE IMPACT OF INFLATION

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

The coupon payable on the Notes is a nominal interest rate. The real interest rate is computed by subtracting inflation from the nominal interest rate, the result of which indicates the real return on the Note coupons. In a period of high inflation, an investor's real return on the Notes will be lower than the Notes' nominal interest rate and thus undermine an investor's expected return. Furthermore, an increase in inflation may result in a decrease in the price obtainable for the Notes in any secondary market, even though the Notes are not admitted to trading on a regulated market.

3.3.8 CURRENCY OF REFERENCE

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

3.3.9 AMENDMENTS TO OR WAIVERS OF THE TERMS AND CONDITIONS OF THE NOTES

In the event that the Issuer wishes to amend any of the Terms and Conditions of the Global Notes, it shall call upon the Nominee and Placement Agent to convene a meeting of Participation Noteholders in accordance with the provisions of section 12 of Annex A2 to this Base Prospectus. These provisions permit defined majorities to bind all Participation Noteholders, including Participation Noteholders who do not attend and vote at the relevant meeting and Participation Noteholders who vote in a manner contrary to the majority.

3.3.10 CHANGES IN LAW

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

4. IDENTITY OF DIRECTORS, ADVISERS AND AUDITORS

4.1 DIRECTORS OF THE ISSUER

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

Name	Designation
Martin Vella	Chairman and Executive Director
Joseph Vella	Executive Director
Mark Vella	Executive Director
Arthur Galea Salomone	Independent Non-Executive Director
Maria K/A Miriam Schembri	Non-Executive Director
Mario P. Galea	Independent Non-Executive Director

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

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

4.2 COMPANY SECRETARY OF THE ISSUER

The company secretary of the Issuer is Dr Louis de Gabriele. The business address of the company secretary is Level 3, Valletta Buildings, South Street, Valletta, Malta.

4.3 RESPONSIBILITY AND AUTHORISATION STATEMENT

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

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

4.4 CONSENT FOR USE OF BASE PROSPECTUS

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

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

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

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

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

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

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

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

No person has been authorised to give any information or to make any representation not contained in or inconsistent with the Base Prospectus. If given or made, such information and, or representation must not be relied upon as having been authorised by the Issuer or the Nominee and Placement Agent. The Issuer does not accept responsibility for any information not contained in the Base Prospectus.
Any resale, placement or offering of Participation Notes to an investor by the Nominee and Placement Agent will be made in accordance with any terms and other arrangements in place between such Nominee and Placement Agent and such investor, including as to price, allocations, and settlement arrangements. Where such information is not contained in the Base Prospectus, it will be the responsibility of the Nominee and Placement Agent at the time of such resale, placement or offering to provide the investor with that information, and the Issuer has no responsibility or liability for such information.

4.5 ADVISERS

The firm listed hereunder has advised and assisted the Directors in the drafting and compilation of the Base Prospectus.

Nominee and Placement Agent

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

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

4.6 STATUTORY AUDITOR OF THE ISSUER

Name:	HLB CA Falzon
Address:	Central Office Buildings Block A, Level 1 Mosta Road, Lija, Malta

The annual statutory financial statements of the Issuer for the years ended 31 December 2023, 31 December 2024 and 31 December 2025 have been audited by HLB CA Falzon. HLB CA Falzon is a registered audit firm with the Accountancy Board of Malta in terms of the Accountancy Profession Act (Cap. 281 of the laws of Malta) with registration number AB/26/84/106.

5. INFORMATION ABOUT THE ISSUER

5.1 THE ISSUER

5.1.1 HISTORY AND DEVELOPMENT OF THE ISSUER

Full legal and commercial name	Hal Mann Vella Group p.l.c.
Registered address	The Factory, Mosta Road, Lija LJA 9016, Malta
Place of registration and domicile	Malta
Company registration number	C 5067
Legal Entity Identifier ('LEI')	21380032UJDLSDYKD103
Date of registration	1 July 1980
Legal form	The Issuer is lawfully existing and registered as a public limited liability company in terms of the Act.
Telephone number	(+356) 21433636
Email	info@halmannvella.com
Website	https://www.hmvellagroup.com/

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

5.1.2 HISTORICAL DEVELOPMENT OF THE GROUP

The Issuer was established in 1980. It is the parent, holding and finance company of the Group and is primarily focused on establishing and monitoring strategic direction and Group development. The Issuer has several investments in a number of undertakings which operate the business of the Group and is therefore dependent on the business prospects, operating results, and financial position of said undertakings.

On 6 October 2014, the Issuer published a prospectus in respect of the offer of the 2014 Bonds which were subsequently admitted to listing on the Official List on 11 November 2014. Pursuant to the 2014 Bond Issue, the Issuer raised €30 million in bond proceeds which funds were used for the purposes of refinancing existing bank facilities, financing the modernisation of the Group's factories, an investment in new plant and machinery, the development of the E-Pantar Property and other general corporate funding purposes of the Group. The Issuer's obligations under the 2014 Bond Issue are secured by certain collateral provided by the Issuer to FJV Fiduciary Limited (C 23197), in its capacity as security trustee for the benefit of holders of the 2014 Bonds. The 2014 Bonds were fully redeemed on 6 November 2024.

On 28 June 2024, the Issuer published a prospectus in respect of the offer of the 2024 Bonds which were subsequently admitted to listing on the Official List on 2 August 2024. Pursuant to the 2024 Bond Issue, the Issuer raised €23 million 5.35% secured bonds maturing 2031-2034. The funds were used for the purposes of partially refinancing the redemption of the 2014 Bonds. The Issuer's obligations under the 2024 Bond Issue are secured by certain collateral provided by the Issuer to FJV Fiduciary Limited (C 23197), in its capacity as security trustee for the benefit of holders of the 2024 Bonds. The collateral comprises a special hypothec granted by the Issuer over the Hypothecated property, a general hypothec over all the present and future property of the Issuer and the pledge of insurances.

The Group was founded in 1954 and was, initially, solely involved in the manufacture of terrazzo tiles for the local market. Over the last seven decades, the business progressed with the launch of new products to the market, including the manufacture of new tiles, such as resin tiles, and also the supply of marble, granite, and natural stone. Eventually, the Group complemented its manufacturing operations by providing contractual services and has since collaborated on a number of major projects both locally and overseas.

Today, the Group is a multi-layered product and service Group, and is principally engaged in the following two operating activities:

- Manufacturing, products, and general contracting services – these activities include the manufacture and, or importation of natural and composite stone, pre-cast elements, tiles, terrazzo, travertine, onyx, quartzite, porphyry, marble, and granite. The Group also imports and distributes a number of ceramic tiles and sanitaryware brands; and

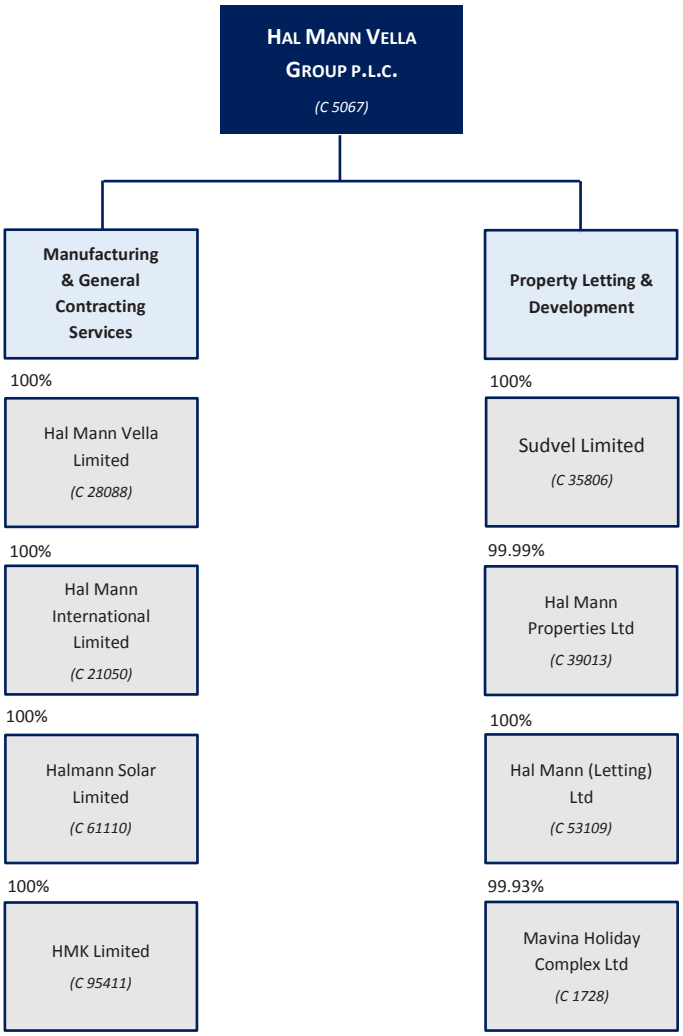
- Property development, sales and letting – these activities comprise the acquisition and development of real estate as well as the leasing of office space and residential properties to third parties.

Over the years, the Group has also been involved in the acquisition and development of property around Malta and Gozo. As at the date of this Base Prospectus, the Group's property portfolio consists of several commercial and residential properties, for development, sale, rent as well as for investment purposes, as further detailed in section 6.2 of this Base Prospectus.

The Group employs over 200 people with various skills and experience, including craftsmen, architects, and engineers. Additionally, the Group also engages several subcontractors for the provision of certain services, including tile laying, installations, building services and metalwork.

5.2 ORGANISATIONAL STRUCTURE OF THE GROUP

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



The organisational structure of the Group is depicted above. The Group is ultimately owned by several individuals as further detailed in section 9 of this Base Prospectus. A brief overview of the business activities of the Group companies is set out below:

MHC was registered in Malta as a private limited liability company on 5 July 1969 with company registration number C 1728. MHC is engaged in the letting of the Huli Aparthotel and a restaurant.

HMI was registered in Malta as a private limited liability company on 11 February 1997 with company registration number C 21050. HMI is one of the key operating companies of the Group. It is principally engaged in the manufacturing and assembling of terrazzo tiles, marble and granite as well as purchasing the material required for the manufacturing activities of the Group.

HMV was registered in Malta as a private limited liability company on 24 April 2001 with company registration number C28088. HMV is one of the key operating companies of the Group and is involved in various Group activities related to the Group's manufacturing, products, and general contracting services. HMV is principally engaged in the transportation and delivery of all matters relating to the construction industry and related complimentary works, the retail of terrazzo, marble stone and granite as well as turnkey projects and other incidental activities.

Sudvel was registered in Malta as a private limited liability company on 8 March 2005 with company registration number C 35806. It holds a significant portion of the Group's properties including, albeit not limited to, the E-Pantar Property and 50% of the NAVI Building.

HM Properties was registered in Malta as a private limited liability company on 27 June 2006 with company registration number C 39013. It was set up to acquire property and engage in property development.

HML was registered in Malta as a private limited liability company on 13 June 2011 with company registration number C 53109. It owns a number of properties and holds a lease on a Valletta property.

HMS was registered in Malta as a private limited liability company on 10 July 2013 with company registration number C 61110. HMS is principally engaged in the operation and maintenance of photovoltaic systems in Malta.

HMK was registered in Malta as a private limited liability company on 13 May 2020 with company registration number C 95411. HMK is principally engaged in the importation, supply, sale and, or assembly of prefabricated structures and material relating to prefabricated structures and raised flooring.

In addition to the above companies, the Issuer holds a 50% shareholding in Hal Mann Holdings Ltd (C 2215) and Zokrija Limited (C 77908), both of which are non-trading. It also owns 50% of HMK International Ltd (C 46978), which is currently undergoing liquidation, and 100% of CDK Limited (C 81244), which the Group intends to liquidate in due course.

6. BUSINESS OVERVIEW OF THE GROUP

6.1 PRINCIPAL ACTIVITIES OF THE GROUP

(i) Manufacturing, products, and general contracting services

The Subsidiaries of the Issuer involved in manufacturing, products and general contracting services are primarily responsible for the manufacture of tiles and pre-cast elements, the importation and fabrication of marble, granite, natural and composite stone, and tendering for contracts. The Group's operations in this segment comprise retail customer facing (B2C) activities as well as business to business (B2B) activities. The B2C activities of the Group are carried out through the Group's flagship showroom and adjacent retail outlet in Lija, Malta. Such activities are complemented by the provision of services pertaining to laying and finishing works. The Group's B2B activities relate to its involvement in larger projects of both a commercial and residential nature. For the purposes of its activities, the Group utilises state-of-the-art digital equipment, and a purposely built logistics and distribution hub. Such activities are carried out from two manufacturing plants in Malta; one in Lija and a second in Hal Far.

The Group's range of services also include the professional expertise of an in-house team who help on aspects related to design, installation, maintenance, logistics, deliveries, and other subcontracted work. The Group is a key general contracting services player tendering for turnkey projects and participates as a sub-contractor for a number of projects which vary in scope, size, duration, complexity, and value, as subcontractor.

The Group has undertaken in the last few years considerable investment in the building infrastructure of a new factory, plant and machinery, refurbishment of existing machinery, and digitalisation of existing machinery. This investment has allowed the Group to introduce a new range of products in the natural stone and terrazzo products offering, including sustainable products. The investment in new facilities as well as the upgrade of existing machinery and equipment has improved the efficiency of manufacturing processes for existing products, particularly terrazzo tiles, whilst enabling the production of new products.

A key priority of the Group's business strategy for this segment is the rationalisation of existing operations to generate greater efficiencies and minimise costs whilst continuously improving the quality and variety of the Group's products and service, through the better use of IT systems and data processes. The Group's IT infrastructure has been replaced with the implementation of an ERP (Enterprise Resource Planning) system which is supporting the Group to manage day-to-day activities, including accounting, procurement and project management.

(ii) Property development, sales and letting

Through its property sales, development and letting companies, the Group constructs and develops a mix of residential and commercial properties which are then sold or leased. Said projects involve land owned by the Group as well as newly purchased sites.

6.2 PRINCIPAL PROPERTY ASSETS AND BUSINESS DEVELOPMENT

6.2.1 MAJOR ASSETS

The following is a list of the major property assets of the Group, which are classified in the Group's consolidated statement of financial position as property, plant and equipment (PPE), investment property and property held-for-sale:

Hal Mann Vella Group p.l.c. **Principal Property Assets** **As at**		**31 Dec'23** **Audited** **€'000**	**31 Dec'24** **Audited** **€'000**	**31 Dec'25** **Audited** **€'000**	**30 Jun'26** **Unaudited** **€'000**
Commercial property and manufacturing facilities in Lija:	▪ Hal Mann factory & offices	28,944	31,022	29,347	29,347
	▪ E-Pantar office block	24,460	24,750	24,750	24,750
	▪ Block D office block	-	-	4,211	5,299
	▪ NAVI Building - offices & warehouse (50% ownership)	2,642	2,750	3,004	3,166
		56,046	**58,522**	**61,312**	**62,562**
Collective accomodation in Qawra:	▪ Mavina Holiday Complex*	5,800	-	-	-
	▪ Huli Aparthotel	2,634	2,850	2,850	2,850
		8,434	**2,850**	**2,850**	**2,850**
Commercial property situated in Valletta:	▪ Offices	4,015	4,762	4,765	4,035
	▪ Retail outlet	1,800	1,700	1,700	1,700
		5,815	**6,462**	**6,465**	**5,735**
Residential property situated in:	▪ Madliena*	2,500	-	-	-
	▪ St Julian's	985	1,040	1,044	1,044
	▪ Tas-Sellum, Mellieħa	705	765	765	765
	▪ Mġarr, Malta	890	975	978	980
	▪ Xagħra, Gozo	310	335	335	335
		5,390	**3,115**	**3,122**	**3,124**
Land situated in:	▪ Mġarr, Malta	1,438	3,344	3,344	3,459
	▪ Lija	1,031	1,052	1,097	1,097
		2,469	**4,396**	**4,441**	**4,556**
Property held for sale:	▪ Residential property in various locations in Malta & Gozo	5,334	5,200	4,324	4,219
		83,488	**80,545**	**82,514**	**83,046**

** The Mavina Holiday Complex was sold in late FY2024. Net proceeds from the transaction, amounting to €6.30 million, were allocated to the Group's general corporate funding purposes. Similarly, the sale of a villa located in Madliena was also completed in FY2024.*

Source: Consolidated audited financial statements for the years ended 31 December 2023, 2024 and 2025; Consolidated unaudited financial information for the 6-month interim period ended 30 June 2026.

6.2.2 COMMERCIAL PROPERTY

The E-Pantar office block is the major contributor to the Group's property rental division. Built on a footprint measuring 5,256 sqm, the building includes: (i) *circa* 14,000 sqm of office space spread over three levels; (ii) common areas and external space which, in aggregate, measure approximately 5,000 sqm; and (iii) an underlying basement with around 250 car spaces. Most of the property is currently leased to Transport Malta for a 10-year period expiring on 30 September 2027, albeit the tenant has the option to extend the agreement by a further 5 years.

In late 2025, the Group commenced an €8 million project involving the extension of the E-Pantar building through the redevelopment of an underutilised area into two levels of underground car parking for 130 vehicles, three levels of office space with a total floor area of approximately 2,160 sqm, and a rooftop photovoltaic system ("**Block D**"). The project is expected to be completed by the end of 2026 and is being financed through a bank loan facility and the Group's own internal funds. The Group also expects to partially refinance its investment in Block D through the net proceeds of the Note Issuance Programme.

Built on a footprint of *circa* 1,200 sqm, the NAVI Building comprises two above-ground storeys and two underground levels providing car parking spaces and storage areas. The property is used for office space and in recent years, a new mezzanine floor was also added at ground floor level to increase the available rental area and enhance the value of the property. Most of the building is currently leased to a number of independent third parties on a long-term basis, with the earliest lease agreement expiring on 30 April 2029.

The Huli Aparthotel, including the Lovage Bistro, is currently leased to independent third parties. The lease agreement covering most of the building expires in July 2028.

The Group's commercial properties in Valletta comprise: (i) a leased retail outlet which is sub-leased on a long-term basis to an independent third party, with the sub-lease agreement expiring on 30 April 2031; and (ii) an office building situated in Old Bakery Street offering almost 700 sqm of lease space currently occupied by the Ministry for Heritage for a term expiring on 31 July 2031. In Valletta, the Group also sub-leases the Merchant Suites boutique hotel which, in turn, is leased from independent third parties by title of temporary emphyteusis for a period of 20 years from 2018.

6.2.3 STRATEGIC INVESTMENTS

Between 2022 and 2026, the Group executed a significant capital investment programme intended to increase production capacity, enhance automation, improve operational efficiency and support the development of new business initiatives, including the Recobel product line (a sustainable reconstituted stone brand). These investments, which comprised the acquisition and development of strategic property assets, improvements to the Group's IT infrastructure and the purchase of equipment, amounted to *circa* €17 million and were financed through a combination of bank facilities and internally generated cash flows. The Group expects to partially refinance such strategic investments through the net proceeds of the Note Issuance Programme.

6.2.4 PROPERTY HELD-FOR-SALE

In 2025, the Group completed the construction of six terraced houses in **Għajnsielem, Gozo**, of which two were transferred to the vendors of the land as part of the purchase consideration for the site on which the houses were built. The remaining four terraced houses were sold in 2025.

Furthermore, the Group completed in 2025 a residential project situated in **Attard, Malta**, comprising one maisonette, three apartments, one penthouse and a number of garages. A number of final deeds of sale relating to this project were concluded in 2025, with the remaining units sold as at the date of this Base Prospectus.

In July 2026, the Group commenced development of a project on Triq Misrah il-Barrieri c/w, Triq is-Soll, **Santa Venera, Malta**. In accordance with Planning Authority permits PA/02948/24 and PA/02963/24, the project shall comprise the construction of 3 levels of garages and car spaces, one class 4B shop and one class 4A clinic at first basement level and 45 residential units at ground, first, second, third and receded floor levels. The total cost of the project (including land acquisition, development and finishings) is estimated to amount to *circa* €6.8 million and is scheduled for completion by end 2028.

In July 2026, the Group initiated demolition and excavation works on a site situated in Triq Patri Guze Delia, **Mosta, Malta**, in terms of Planning Authority permit PA/01559/25. The project shall comprise the construction of a Class 4B shop at semi-basement level, basement level garages and car spaces, and 8 overlying apartments. The total cost of development and finishings is estimated to amount to *circa* €1.3 million and is scheduled for completion by end 2027. The third-party owners of the site shall retain 4 residential units and a number of car spaces, while the Group will have available for sale the shop, car spaces, and 4 residential units.

The Santa Venera and Mosta projects are being funded through a combination of the Group's internal cash flows and bank financing. The Group expects to partially refinance its investment in the Santa Venera and Mosta projects through the net proceeds of the Note Issuance Programme.

In addition to the abovementioned projects, the Group also has plans to develop the following:

(i) a project situated in Triq San Pietru, **Mgarr, Malta**. A planning application (with reference number PA/04206/26) was submitted to the Planning Authority in Malta for the construction of 5 residential units and underlying garages and car spaces.

(ii) a project situated in Good Shepherd Avenue, **Balzan, Malta**. A planning application (with reference number PA/04657/26) was submitted to the Planning Authority in Malta for the construction of 9 residential units and underlying garages and car spaces.

6.2.5 BUSINESS STRATEGY

The business strategy of the property development, sales and letting segment of the Group focuses on a dual approach aimed at maximising returns and expanding the property portfolio. The Group intends to continue pursuing small to medium-sized property development projects, leveraging existing resources and expertise. This involves identifying and developing properties with potential for growth and value creation. Additionally, the strategy includes acquiring new sites to expand the development pipeline and capitalise on emerging opportunities in the market.

Simultaneously, the property segment will remain a crucial pillar of the Group's strategy, leveraging the strength of its property portfolio. This involves further exploiting the portfolio by expanding investments in both residential and commercial properties. By strategically allocating resources to acquire and develop properties with long-term potential for rental income and capital appreciation, the Group aims to enhance its overall revenue streams and asset value. This balanced approach to property development and investment underscores the Group's commitment to sustained growth and value creation in the real estate sector.

6.2 ESG AND SUSTAINABILITY INITIATIVES

The Group recognises its role and responsibility towards the environment and society at large and prioritises the implementation of several ESG and sustainability considerations in its operations and governance structure. The

business strategy of the Group is to operate in an ethical, mindful, and accountable manner, whilst ensuring the profitability and competitiveness of its activities. The Group is mindful of the fact that a number of its activities have an impact on the surrounding environment, the communities, and people it serves and accordingly, is committed to minimising the impact thereof.

(i) Environmental and sustainability considerations

The Group has invested in solar panels installed on the roofs of several Group properties, namely its factories and other commercial properties. Over the coming years, the Group intends to increase its investment in this technology through the purchase and installation of additional solar panels.

Water is vital element in the Group's production process. Given the Group's reliance on this resource, the Group has installed treatment systems in its factories enabling the recycling of at least one million litres of water per day.

The E-Pantar property, being one of the largest properties in the Group's property portfolio, has several sustainability features over and above the installation of solar panels. Such features include a second-class water system from rainwater, a ventilated façade to improve thermal performance, double glazed external apertures to reduce heat gains / losses and thermal insulation on the roof to reduce heat gain within the building. The Block D development is being pursued with similar sustainability standards and features.

(ii) Social considerations

The Group prioritises social responsibility by actively engaging in initiatives that contribute to the well-being of individuals and society as a whole. Through its commitment to social considerations, the Group strives to make a positive impact in various aspects of community welfare and employee support.

The Group supports several philanthropic organizations dedicated to aiding individuals and communities in need. By supporting these organisations, the aim is to uplift and empower those facing challenges and contribute to the betterment of society at large.

Recognising the importance of inclusivity, the Group employs a diverse workforce that includes individuals from all walks of life, including those who may be considered vulnerable. Employment practices eliminate barriers based on age, disability, race, religion, sexual orientation, and other factors.

The Group provides a range of benefits to its employees aimed at ensuring that every individual has access to the resources and support they need to thrive. This includes health insurance coverage to safeguard against medical emergencies and illnesses. Additionally mental health support services is provided to address the holistic well-being of our employees, recognizing the importance of mental health in overall wellness.

(iii) The commercialisation of sustainability initiatives

All-natural waste generated within the manufacturing process is reused and recomposed into new products within the Group's facilities. All other waste generated in the factories, facilities and sites is separated and most of which is recycled through third parties.

In addition to the Group's investment in existing systems and technologies as detailed above, the Group has extended its sustainability initiatives to the manufacturing of new products from material waste, which has been an ongoing research project of the Group. The Group's investment in product innovation contemplates the creation of sustainable products and solutions from waste products which would otherwise need to be discarded. Rather than discarded, waste products are reused and recomposed to form new products, allowing the Group to realise a new revenue stream. As a result, the Group is able to improve revenue whilst simultaneously contributing to waste reduction and the recycling of said products.

Reconstituted stone products will be an alternative to traditional natural limestone stone blocks and traditional concrete hollow blocks. The Group's investment in reconstituted stone production will bring to fruition the Group's ten-year old vision that sustainability and circular economy will gain importance in the local industry.

7. FUNDING STRUCTURE AND SOLVENCY

There are no recent events particular to the Issuer which are to a material extent relevant to an evaluation of the Issuer's solvency. Other than as disclosed in this section 7, the Directors are not aware of any material change in the borrowing and funding structure of the Issuer and the Group since the end of the last six-month interim period ended 30 June 2026.

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

8. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

8.1 THE BOARD OF DIRECTORS

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

As at the date of this Base Prospectus, the Board of Directors comprises the persons whose names appear under section 4.1 of this Base Prospectus.

8.2 EXECUTIVE DIRECTOR

The executive Directors are Martin Vella, Mark Vella and Joseph Vella.

The executive directors of the Issuer form part of the Group's executive team entrusted with the day-to-day management of the Group. The executive directors are supported in this role by several consultants and key management, and benefits from the know-how gained by members and officers of the Group. The individuals occupying such office are also directors or officers of other companies forming part of the Group.

8.3 NON-EXECUTIVE DIRECTORS

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

The Non-Executive Directors are Miriam Schembri, Arthur Galea Salomone and Mario P. Galea.

8.4 *CURRICULA VITAE* OF THE DIRECTORS

Martin Vella

Martin Vella is the chairman of the Board. Prior to this, he held the position of Chief Executive Officer of the Group for ten years. Under his leadership the organisation has undergone a transformative journey, taking a leading role in the property development and letting segments of the business. Martin is also a director of various companies within the Group.

Mark Vella

Mark Vella is a director of various companies within the Group. Mark brings a wealth of experience to the marble industry. With extensive years dedicated to this sector, he has been instrumental in overseeing various projects both locally and overseas. Mark holds a pivotal role with the responsibility in the procurement of marble and granite for the Group.

Joseph Vella

Joseph Vella is a director of various companies within the Group. Over the past 40 years, Joseph played a crucial role in the operational logistics of the organisation, overseeing manufacturing plants and actively contributing to the successful execution of diverse projects. Joseph's dynamic expertise encompasses a broad spectrum, reflecting his commitment to steering the operational facets of the Group and its affiliated companies.

Maria K/A Miriam Schembri

Miriam worked for a long number of years within the administration and management of the hospitality segment of the Group when this was still in operation. Miriam was appointed to the Board of the Issuer in 2016.

Arthur Galea Salomone

Arthur Galea Salomone LL.M., LL.D graduated as a lawyer at the University of Malta in 1988. As a Commonwealth Scholar, he read International Commercial Law at the University of Toronto. He practiced widely in corporate law, financial services law, and foreign investment. Arthur was chairman of the Malta Stock Exchange from 2010 to 2013. He is a former deputy chairman of the Malta Arbitration Centre, a former director of APS Bank where he also chaired the Bank's risk management committee and a former director of Finco Trust Services Ltd. Arthur is currently in private

legal practice and also sits on the board of directors of a number of companies both listed and regulated, including Vodafone Insurance Limited of which he is the Chairman, BMIT Technologies plc and Hall Mann Vella Group plc. Arthur was also a member of the commercial law department within the Faculty of Laws at the University of Malta and has lectured widely on various aspects of commercial law. For a number of years he was the appointee of the Chamber of Advocates on the national Joint Committee for the Prevention of Money Laundering and Terrorism.

Mario P. Galea

A certified public accountant holding a warrant to practice both as an accountant and as an auditor. Currently practising as a business advisor providing governance oversight and advisory services to businesses and corporations. Serves as an independent non-executive director on the boards and audit committees of various listed companies in the financial and commercial sectors including banks, insurance and investment companies. Mentor and advisor to family businesses. Founder, managing partner and chairman of accountancy and audit firm Ernst & Young in Malta until retirement in 2012. Specialised in auditing and assurance which he has practiced for 35 years in Malta an abroad. Auditing experience spans over several sectors including banks, insurance and investment companies. Lectured in auditing, assurance and professional and business ethics and led several training courses. Speaker at various business and professional conferences in Malta and abroad. Speaker and producer of various webinars related to auditing, corporate governance, and ethics. Assisted businesses in several areas particularly relating to governance, accounting, and systems of control. Served as President of the Malta Institute of Accountants and for many years formed part of the Accountancy Board which is the accountancy profession regulator in Malta. Served on various professional committees in Malta and abroad such as the council of the Federation des Experts Comptables (FEE) in Brussels (now Accountancy Europe). Member of the Ethics committee of the Malta Institute of Accountants in Malta.

8.5 KEY MEMBERS OF MANAGEMENT

The Executive Directors are supported in their role by members of the key management team of the Group and benefit from the know-how gained by members and officers of the Group who are responsible for the execution of the Group's business strategy and who form part of the Group's senior management team. The key individuals forming part of such senior management team are:

Kevin J. Rapinett, Group Chief Executive Officer

Kevin J. Rapinett, Group Chief Executive Officer, enjoyed a rewarding career spanning 33 years in the banking and finance industry. Throughout his journey, he has held senior positions at HSBC Bank Malta p.l.c. including head of global markets and investment banking, managing director and stockbroker of HSBC Stockbrokers (Malta) Ltd, and head of wholesale credit risk and deputy chief risk officer. In 2012, Kevin was appointed Head of Corporate Banking during which time he was also seconded to HSBC Commercial Banking in London. In March 2020, Kevin was appointed as the Group Chief Executive Officer of the Group, driving the Group's growth and transformation. Kevin's contributions extend beyond his executive roles. He actively participates in the business community as a member of the Council and Board of Management of the Malta Chamber of Commerce, Enterprise, and Industry. Additionally, he serves as a non-executive director on a number of boards of local companies.

Chris Tonna, Group Financial Controller

Chris Tonna joined HMH in 2002. Following the company's demerger in 2005, Chris joined the Issuer where he held various roles in the finance department. Chris was appointed Group Financial Controller of the Group in 2014 leading the finance team since then in a period of significant growth and expansion of the Group.

Owen Farrugia, Chief Commercial Officer for Retail

Owen Farrugia was appointed the Group's Chief Commercial Officer for Retail in 2021, bringing together operations and sales for retail customers and projects. A long-standing member of the executive team, Owen has worked with the Group for over 20 years, during which time held various roles in sales, marketing, exports, and production. Owen has gained industry experience with specialisation in stone and architectural materials through overseas training, regular quarry and supplier visits, conferences, and expo participations.

Hugh Vella, Chief Commercial Officer for Contracts

Hugh Vella an architect by profession, was appointed Chief Commercial Officer for Contracts at the Group in 2021. He previously worked in various areas of the Group, occupying executive roles including Director of Operations. Hugh holds a degree in Architecture and Civil Engineering from the University of Malta and completed his master's degree in Façade Engineering from the University of Bath. Since joining the family business he has successfully expanded the range of marble and natural stone products that the Group offers and has steered major projects including City Gate Project Valletta by Renzo Piano Building Workshop, Smart City Malta, Trident Park, and various ventilated facade projects such as at St John's Co-Cathedral Museum and Fortress Gardens, Q3 Tigné Point, Sliema.

8.6 CONFLICTS OF INTEREST

Some of the Directors, in addition to sitting on the Board, also sit on the board of directors of other companies forming part of the Group. Accordingly, conflicts of interest could potentially arise in relation to transactions involving the Issuer and any of such other Group companies.

The Audit Committee has the task of ensuring that any such potential conflicts of interest are handled in the best interests of the Issuer and in compliance with the Capital Markets Rules. To the extent known or potentially known to the Issuer as at the date of this Prospectus, there are no potential conflicts of interest between any duties of the Directors, as the case may be, and of executive officers of the Issuer and their private interests and, or their other duties, which require disclosure in terms of the Prospectus Regulation.

8.7 BOARD PRACTICES

Audit Committee

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

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

Briefly, the Audit Committee is expected to deal with and advise the Board 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 external auditors; and
- preserving the Issuer's assets by assessing the Issuer's risk environment and determining how to deal with those risks.

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

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

Dr Arthur Galea Salamone, Ms Miriam Schembri and Mr Mario P. Galea are the members of the Audit Committee. All Directors sitting on the Audit Committee are non-executive directors, whilst Arthur Galea Salamone and Mario P. Galea are the independent non-executive directors sitting on the Audit Committee. Audit Committee members are appointed for a period of three years, unless terminated earlier by the Board. Mario P. Galea is competent in accounting and, or auditing matters in terms of the Capital Markets Rules.

The Chairman of the Audit Committee, appointed by the Board, is entrusted with reporting to the Board on the workings and findings of the Audit Committee. As at the date of this Base Prospectus, Mario P. Galea occupies the post of Chairman of the Audit Committee.

Compliance with the Code of Corporate Governance (the "Code")

The Issuer declares its full support of the Code and undertakes to fully 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 is confident that the application thereof shall result in positive effects accruing to the Issuer.

Going forward, in view of the reporting structure adopted by the Code, 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, in line with the "comply or explain" philosophy of the Code, explaining the reasons for non-compliance, if any.

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

Principle 4 "the responsibilities of the Board": the Board has not formally developed a succession policy for the future composition of the Board as recommended by principle 4.2.7 of the Code. In practice, however, the Board is actively engaged in succession planning and involved in ensuring that appropriate schemes to recruit, retain and motivate employees and senior management are in place.

Principle 7 "evaluation of the Board's performance": the Board has not appointed a committee for the purpose of undertaking an evaluation of the Board's performance as recommended by principle 7.1 of the Code. The Board believes that the size of the Issuer and the Board itself does not warrant the establishment of a committee specifically for the purpose of carrying out a performance evaluation of its role. The size of the Board is such that it should enable it to evaluate its own performance without the requirement of setting up an ad-hoc committee for this purpose. The Board, however, intends to keep under review the utility and possible advantages of having a separate committee in line with principle 7.1 of the Code.

Principle 8 "committees": the Board has established a remuneration policy for Directors and senior executives of the Issuer. In view of the size and type of operation of the Issuer, the Board does not consider the Issuer to require the setting up of a remuneration committee in terms of principle 8.A of the Code. In accordance with Code principle 8.A.2, the Board itself carries out the functions of the remuneration committee specified in, and in accordance with, principle 8.A, given that the remuneration of the Directors is not performance related. Likewise, in view of the size and operation of the Issuer, the Board does not consider the Issuer to require the setting up of a nomination committee in terms of principle 8.B of the Code. The appointment of Directors to the Board is exclusively reserved to the Issuer's shareholders, except in so far as appointment is made by the Board to fill a casual vacancy, which appointment would be valid until the conclusion of the next annual general meeting of the Issuer, following such an appointment. Therefore, notwithstanding that no nomination committee has been established, the memorandum and articles of association of the Issuer cater for a formal and transparent procedure for the appointment of new Directors to the Board in line with principle 8.B of the Code. The Board, however, intends to keep under review the utility and possible advantages of having a nominations committee and following an evaluation may, if the need arises, make recommendations to the shareholders for a change to the memorandum and articles of association of the Issuer.

Principle 9 "relations with shareholders and with the market": the memorandum and articles of association of the Issuer allow minority shareholders to call special meetings on matters of importance to the Issuer, provided that the minimum threshold of ownership established in the memorandum and articles of association of the Issuer is met. Currently, there is no established mechanism 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. Should a conflict arise, the matter is dealt with in Board meetings and through the open channel of communication between the Issuer and the minority shareholders via the office of the company secretary.

Principle 10 "relations with institutional investors": the Directors are of the view that this principle 10 is not applicable to the Issuer.

9. MAJOR SHAREHOLDERS

As at the date of this Base Prospectus, the majority of the issued share capital of the Issuer is held by HMVH, which is the ultimate parent company of the Issuer. The remaining shares of the Issuer are held by the direct descendants of the founders of the Group (which hold 999,964 preference shares of €0.0001 each).

The share capital of HMVH is divided into several classes of shares having different rights, with each share having a value of €0.01 per share.

As set out in this Base Prospectus, and in line with sound governance procedures and relevant regulatory requirements, measures have been instituted to ensure that the control exercised by HMVH, as major shareholder, is not abused. These measures include:

(a) the composition of the Board, which includes a balanced mix of executive and experienced, independent non-executive directors; and
(b) the adoption of the governance rules set out in section 8.7 above of this Base Prospectus.

In so far as is known to the Issuer, no person other than the direct descendants of the founders of the Group as referred to above, has an interest, whether directly or indirectly, in the Issuer's capital or voting rights.

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

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

10.1 TREND INFORMATION

There has been no material adverse change in the prospects of the Issuer since the date of its last published audited consolidated financial statements to the date of the Base Prospectus.

There has been no significant change in the financial performance of the Group since the end of the financial period to which the last interim financial information relates.

At the time of publication of this Base Prospectus, the Issuer considers that its future performance is intimately related to that of the entire Group, particularly since members of the Group will constitute its only trading partners as borrowers. The Issuer, as the parent company of the Group, considers that generally the Group will be subject to the normal business risks associated with the industries in which it is involved and does not anticipate any trends, uncertainties, demands, commitments, or events outside the ordinary course of business that could be deemed likely to have a material effect on the upcoming prospects of the Group and its business, at least with respect to the current financial year. The Group's business activities are concentrated in, and aimed at, the Maltese market.

An overview of the most significant recent trends affecting the Group and the market in which the Group operates is provided below.

Economic Update[1]

According to the Central Bank of Malta's August 2026 forecasts covering the period up to 2028, Malta's economy continues to show strong growth and buoyant activity against an external environment still characterised by uncertainty related to developments in the Middle East. As disruptions to supply chains remain concentrated in the region and commodity prices have evolved broadly in line with previous estimates, the outlook for economic growth in Malta remains robust with real GDP growth expected at 3.8% in 2026 from 4.0% in 2025. Some lagged impact from geopolitical tensions is expected to materialise in 2027 as growth is envisaged at 3.6%. GDP growth is projected to pick up to 3.8% in 2028 as effects from global spillovers gradually fade away.

Private consumption growth is set to pick up to 4.3% in 2026 from 3.6% in 2025 and should maintain a slightly slower rate of expansion of 4.1% in each of 2027 and 2028. Growth in private consumption is expected to be supported by the recent revisions in income tax brackets which would boost disposable income growth and savings. Disposable income is also expected to be supported by some easing in inflationary pressures.

Real government consumption is projected to grow by 3.2% in 2026 from 5% in 2025, followed by increases of 3.6% and 3.1% in 2027 and 2028, respectively. This profile is mainly driven by outlays on compensation of employees and intermediate consumption. The latter reflects significant, albeit declining, growth in outlays by extra budgetary units and on contractual services. Meanwhile, the forecast growth in employee compensation reflects the implementation of ongoing collective agreements covering most of the general government sector.

Growth in overall investment is projected to pick up in 2026 after a sharp slowdown in 2025, and to moderate in 2027. This is partly driven by the path of EU-funded government investment, as all projects financed through the EU's Recovery and Resilience Facility ("RRF") are expected to be completed by 2026. This decline is expected to offset growth in private investment. Overall gross fixed capital formation is expected to be upheld by private investment in 2028.

Private investment is expected to increase in 2026 following a decline in 2025. This partly reflects the impact of Budget 2026 incentives aimed at stimulating investment. In 2027 and 2028, growth in private investment is expected at slightly over 4.0% driven by non-dwelling investment. Meanwhile, government investment is projected to increase by 17% in 2026, mostly driven by higher RRF-financed projects, as well as other large-scale initiatives, notably the second electricity interconnector. Growth is then expected to drop in 2027, once these projects are completed. In 2028 government investment is expected to grow only marginally.

The labour market remains strong and demand for labour is envisaged to stay high. However, employment growth is expected to moderate over the 2026-2028 forecast period, driven by the projected easing in economic growth and an expected improvement in productivity. Inflows of foreign workers are also expected to slow down due to recent labour migration measures. As a result, employment growth is projected at 2.9% in 2026 (2025: 4.1%) and is set to moderate gradually to 2.3% by 2028.

[1] Source: Central Bank of Malta ("**CBM**"), 'Outlook for the Maltese Economy 2026-2028', 20 August 2026, available at: https://www.centralbankmalta.org/site/Publications/Outlook/2026/Outlook-2026-3.pdf?revcount=6638.

Based on the Harmonised Index of Consumer Prices ("HICP"), inflation is projected to decrease to 2.2% in 2026 from 2.4% in 2025, reflecting a decline in food inflation. Inflation is set to increase slightly to 2.45 in 2027 due to inflationary pressures arising from prevailing geopolitical situations which are expected to peak in 2027, whilst easing steadily to 2.2% in 2028. Services inflation is set to remain above its historical average although it is expected to gradually slow down throughout the 2026-2028 forecast period. Non-energy industrial goods inflation is expected to moderate in 2026 standing at 0.7%, whilst increasing to 1.2% and 1.1% in 2027 and 2028, respectively. Overall food inflation is set to stand at 2.6% in 2026 and increase to 3.2% in 2027 and 2028, in line with expected developments in international commodity prices. Energy prices are projected to remain at current levels throughout the 2026-2028 forecast period, reflecting the Government's commitment to keep such prices stable. In this regard, it is expected that outlays on energy support measures rise in 2026, due to the increase in commodity prices following the start of the war in Iran. This would be the first time that outlays are set to increase since 2022, before spending to decline as a share of GDP from 2027 onwards.

The fiscal deficit is expected to decline to around 1.9% of GDP in 2026 from 2.2% in 2025, and to narrow further in 2027 to 1.7% and 1.6% in 2028. This is due to the declining profile of capital expenditure throughout the 2026-2028 forecast period, and a lower share of energy support measures in GDP. Tax revenue is set to grow at or just below nominal GDP. Meanwhile, the share of expenditure in GDP is driven by dynamic growth in the largest current spending items – mainly compensation of employees and intermediate consumption – and declining levels of capital expenditure in 2026 and 2027 partly due to the completion of major EU-funded projects by 2027.

The structural budget deficit is projected to narrow from 2.4% of GDP in 2025 to 2.2% in 2026, and to 1.9% in each of 2027 and 2028. The largest year-on-year improvement is set to take place in 2027, driven by the forecast profile of energy support measures, which are not considered to be of a temporary nature and therefore affect the estimated structural position. Overall, the debt-to-GDP ratio is projected to decline from 46.4% in 2025 to 46.1% in 2026 before eventually reaching 44.2% by 2028.

10.2 HISTORICAL FINANCIAL INFORMATION

The table below provides a cross-reference list to key sections of the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2023, 31 December 2024 and 31 December 2025, and the unaudited interim consolidated financial statements of the Issuer for the six months ended 30 June 2026. The audited financial statements were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board and endorsed by the European Union. The afore-mentioned financial statements are incorporated by reference in this Base Prospectus and may be accessed at the following hyperlink: https://www.hmvellagroup.com/finance/

	FY2023 Page no.	**FY2024 Page no.**	**FY2025 Page no.**	**1H26 Page no.**
Independent auditor's report	N/A	N/A	N/A	N/A
Statement of comprehensive income	N/A	N/A	N/A	5
Statement of financial position	N/A	N/A	N/A	6 - 7
Statement of changes in equity	N/A	N/A	N/A	8 - 9
Statement of cash flows	N/A	N/A	N/A	10
Notes to the financial statements	N/A	N/A	N/A	11 - 16

Note: The annual financial reports of the Issuer for 2023, 2024 and 2025 have been prepared in the European Single Electronic Format (ESEF) and therefore do not contain page numbers. The said reports are available through the following links:

(i) https://www.hmvellagroup.com/investor%20relations/hmvg/Consolidated-2023.html
(ii) https://www.hmvellagroup.com/investor%20relations/hmvg/Consolidated-2024.html
(iii) https://www.hmvellagroup.com/investor%20relations/hmvg/Consolidated-2025.xhtml

There has been no significant change in the financial position of the Issuer since the end of the financial period to which the last interim financial information relates.

10.3 OPERATING AND FINANCIAL REVIEW

The tables and discussion included in this section 10.3 contain certain alternative performance measures (as defined by the European Securities and Markets Authority (ESMA)), including EBITDA (earnings before interest, tax, depreciation and amortisation), which the Group's management and other competitors in the industry use. These non-IFRS financial measures are presented as supplemental information as: (i) they represent measures which the Directors believe may be relevant for certain investors, securities analysts and other parties in assessing the Group's operating and financial performance and may contribute to a fuller understanding of the Group's cash generation capacity and the growth of its business; and (ii) they may be used by the Group's management as a basis for strategic planning and forecasting.

Hal Mann Vella Group p.l.c. Consolidated Statement of Comprehensive Income	for the year ended 31 December			for the 6-mth period ended 30 June	
	2023	2024	2025	2025	2026
	Audited	Audited	Audited	Unaudited	Unaudited
	€'000	€'000	€'000	€'000	€'000
Manufacturing and general contracting services	*19,438*	*22,471*	*25,132*	*13,133*	*11,327*
Property development	*3,119*	*2,011*	*4,208*	*1,150*	*1,115*
Rental activities	*2,526*	*2,566*	*2,618*	*1,323*	*1,348*
Total revenue	**25,083**	**27,048**	**31,958**	**15,606**	**13,790**
Cost of sales	(15,655)	(17,152)	(20,807)	(10,026)	(8,568)
Gross profit	**9,428**	**9,896**	**11,151**	**5,580**	**5,222**
Other operating income	663	1,156	248	7	97
Other operating expenses	(4,307)	(5,400)	(5,584)	(2,260)	(2,492)
EBITDA	**5,784**	**5,652**	**5,815**	**3,327**	**2,827**
Depreciation	(1,410)	(1,758)	(1,844)	(902)	(884)
Operating profit	**4,374**	**3,894**	**3,971**	**2,425**	**1,943**
Change in fair value of investment property	386	1,388	-	-	-
Profit on sale of investment property	-	1,144	-	-	80
Profit on sale of quoted equity securities	-	64	-	-	-
Share of results of joint ventures	-	110	-	(5)	-
Dividends income	1,310	-	530	-	-
Net finance costs	(2,611)	(2,548)	(2,422)	(1,059)	(1,026)
Profit before tax	**3,459**	**4,052**	**2,079**	**1,361**	**997**
Taxation	(2,181)	(1,757)	1,405	784	(104)
Profit after tax	**1,278**	**2,295**	**3,484**	**2,145**	**893**
Other comprehensive income:					
Revaluation on PPE, net of deferred tax	-	(500)	-	-	-
Other comprehensive expense	-	(64)	-	-	-
Total comprehensive income	**1,278**	**1,731**	**3,484**	**2,145**	**893**

In **FY2025**, the Group generated total revenue of €31.96 million, representing a year-on-year growth of 18%. The improvement in income emanated from all three operating segments of the Issuer. Revenue from the sale of real estate more than doubled from the prior year to €4.21 million (FY2024: €2.01 million), boosted by the disposal of all four terraced houses in Għajnsielem and supported by a number of concluded final deeds of sale relating to residential projects in Attard, Kappara, and Mġarr.

In addition, revenue from manufacturing and general contracting services increased by 12% y-o-y to €25.13 million (FY2024: €22.47 million), while income derived from the sale of electricity produced by photovoltaic ("PV") panels and rental activities remained broadly stable at €0.27 million (FY2024: €0.28 million) and €2.62 million (FY2024: €2.57 million) respectively.

The revenue mix in FY2025 continued to be dominated by manufacturing and general contracting services, which accounted for 79% of total revenue compared to 83% in FY2024. This performance was supported by continued demand for high-quality stone and related products, as well as the Group's ability to deliver complex and flagship projects that showcase the Group's technical capabilities and commitment to quality. On the other hand, the contribution from property development increased to 13.17% from 7.43% in the prior year, reflecting the stronger level of property development sales recognised in the reviewed financial year. Income from rental activities accounted for 8% of total revenue compared to 9% in FY2024.

Cost of sales increased at a faster rate than the growth in revenue, rising by 21% to €20.81 million (FY2024: €17.15 million), amid persistent cost inflation and a notable rise in payroll costs in a particularly tight labour market.

Net operating costs increased by 26% year-on-year to €5.34 million, from €4.24 million in FY2024, mostly reflecting the absence of extraordinary gains recognised within other operating income in FY2024. Nonetheless, EBITDA rose by 3% to €5.82 million (FY2024: €5.65 million).

From a segmental perspective, manufacturing and general contracting services remained the principal contributor to EBITDA, generating €3.75 million (FY2024: €3.44 million), equivalent to 64% (FY2024: 61%) of total EBITDA. The property development and letting segments generated EBITDA of €2.07 million compared to €2.21 million in FY2024, reflecting a decline in contribution to total EBITDA of 36% from 39% in FY2024.

In FY2025, the Group recognised dividend income of €0.53 million. Moreover, the Group incurred lower net finance costs of €2.42 million compared to €2.55 million in FY2024. Notwithstanding, profit before tax was materially lower than in the prior year, at €2.08 million compared to €4.05 million in FY2024. This was mostly due to the non-recurrence of fair value gains on investment property and profit on the sale of investment property which, together with other one-off income, amounted to €2.71 million in FY2024.

Following a tax credit of €1.41 million, compared to a tax charge of €1.76 million in FY2024, profit after tax increased to €3.48 million from €2.30 million.

During the 6-month period ended 30 June 2026 ("**1H26**"), the Group generated total revenue amounting to €13.79 million, a decrease of 12% compared to the same period a year earlier (1H25: €15.61 million). The decline was primarily due to delays in the execution and completion of B2B projects, resulting in the deferral of revenue recognition in 1H26. Income derived from the letting and property segments remained broadly unchanged on a comparable basis.

Cost of sales decreased by 11%, from €10.03 million in 1H25 to €8.57 million in 1H26, reflecting the decline in manufacturing and general contracting services. On the other hand, net other operating expenses and depreciation charge remained relatively stable. In consequence, operating profit was lower on a comparable basis by €0.48 million to €1.94 million (1H25: €2.43 million).

Overall, the Group registered a net profit of €0.89 million compared with €2.15 million in 1H25 (- €1.26 million). In the period under review, profitability was adversely impacted by a decrease in operating profit (explained above) and an unfavourable tax charge movement of €0.89 million.

Hal Mann Vella Group p.l.c.
Consolidated Statement of Cash Flows

	for the year ended 31 December			for the 6-mth period ended 30 June	
	2023	**2024**	**2025**	**2025**	**2026**
	Audited	**Audited**	**Audited**	**Unaudited**	**Unaudited**
	€'000	**€'000**	**€'000**	**€'000**	**€'000**
Net cash from operating activities	4,477	5,975	2,347	(1,339)	393
Net cash used in investing activities	(2,874)	(7,365)	(4,272)	(624)	(2,874)
Net cash from / (used in) financing activities	(2,084)	6,816	(1,445)	(474)	(2,243)
Effect of ECL on cash in banks	1	(10)	(9)	1	-
Net movement in cash and cash equivalents	**(480)**	**5,416**	**(3,379)**	**(2,436)**	**(4,724)**
Cash and cash equivalents at beginning of year	(1,278)	(1,758)	3,658	3,658	3,050
Cash and cash equivalents at end of year	**(1,758)**	**3,658**	**279**	**1,222**	**(1,674)**

In **FY2025**, the Group generated net cash from operating activities of €2.35 million, representing a sharp reduction from €5.98 million in FY2024. This contraction was primarily driven by an adverse working capital movement of €1.87 million, compared to a working capital release of €1.29 million in FY2024.

Net cash used in investing activities was lower in FY2025, amounting to €4.27 million compared to €7.37 million in FY2024. Most significantly, capital expenditure on PPE and investment property decreased to €4.76 million from €7.68 million in FY2024, reflecting the completion of the Group's manufacturing and operations hub project in Ħal Far.

In terms of financing activities, the Group recorded a net cash outflow of €1.45 million in FY2025, compared to a net inflow of €6.82 million in FY2024. This year-on-year movement was mainly driven by a decrease in net drawdowns from bank loans, which amounted to €1.35 million compared to €10.04 million in FY2024. In the prior year, a bank loan facility was used to refinance the maturing debt securities.

Overall, the Group recorded a net decrease in cash and cash equivalents of €3.38 million in FY2025 compared to a net increase of €5.42 million in FY2024. Consequently, cash and cash equivalents declined from €3.66 million at the start of FY2025 to €0.28 million at year-end.

During the six-month period ended 30 June 2026 ("**1H26**"), the Group reported a net cash outflow of €4.72 million (1H25: net cash outflow of €2.44 million). An amount of €3.18 million was used to acquire PPE and investment property (investing activities). Financing activities amounted to a net cash outflow of €2.24 million and mainly comprised interest payments and advances to related companies which were partly mitigated by drawdowns of bank loans.

The Group's operating activities generated a net cash inflow of €0.39 million in 1H26 compared with a net cash outflow of €1.34 million in the comparable period.

Hal Mann Vella Group p.l.c.
Consolidated Statement of Financial Position

as at	31 Dec'23 Audited €'000	31 Dec'24 Audited €'000	31 Dec'25 Audited €'000	30 Jun'26 Unaudited €'000
ASSETS				
Non-current assets				
Intangible assets	63	63	63	63
Investment properties	54,046	51,779	54,623	55,261
Property, plant and equipment	37,109	37,705	38,038	39,067
Investments in joint ventures	1,567	1,678	1,662	1,435
Financial assets	411	15	15	-
Right-of-use assets	7,234	6,970	6,705	6,599
Deferred taxation	1,889	2,982	2,396	2,050
Other non-current assets	-	124	-	-
	102,319	**101,316**	**103,502**	**104,475**
Current assets				
Inventories	4,195	4,356	4,631	5,804
Property held-for-sale	5,334	5,200	4,324	4,219
Trade and other receivables	17,844	18,429	16,453	19,031
Cash and cash equivalents	1,097	8,772	3,050	1,983
Bank term deposit	91	91	-	-
	28,561	**36,848**	**28,458**	**31,037**
Total assets	**130,880**	**138,164**	**131,960**	**135,512**
EQUITY				
Called up share capital	5,000	5,000	5,000	5,000
Other reserves	33,284	29,357	29,357	29,357
Retained earnings	13,305	19,525	23,009	23,902
	51,589	**53,882**	**57,366**	**58,259**
LIABILITIES				
Non-current liabilities				
Bonds	-	22,387	23,000	23,000
Bank borrowings	8,558	14,886	15,561	17,200
Finance lease liability	8,084	8,100	7,952	7,823
Other financial liabilities	2,218	2,218	2,218	2,218
Deferred taxation	6,826	7,842	5,021	4,376
	25,686	**55,433**	**53,752**	**54,617**
Current liabilities				
Bonds	29,935	343	221	221
Bank borrowings	4,628	7,652	5,482	3,657
Finance lease liability	139	22	97	216
Other financial liabilities	2,395	2,180	1,926	2,617
Trade and other payables	15,356	17,080	11,987	14,766
Taxation payable	1,152	1,572	1,129	1,159
	53,605	**28,849**	**20,842**	**22,636**
Total liabilities	**79,291**	**84,282**	**74,594**	**77,253**
Total equity and liabilities	**130,880**	**138,164**	**131,960**	**135,512**

At 31 December **2025**, the Group's total assets amounted to €131.96 million compared with €138.16 million at 31 December 2024. Current assets decreased by €8.39 million mainly on account of a decrease in cash balances (- €5.72 million), trade & other receivables (- €1.98 million) and property held-for-sale (- €0.88 million). Non-current assets registered an increase of €2.19 million, principally reflective of net additions in PPE and investment properties.

Total equity increased by €3.48 million, from €53.88 million as at the end of FY2024 to €57.37 million in FY2025, which comprised the positive movement in retained earnings.

Total liabilities decreased by €9.69 million to €74.59 million from €84.28 million as at the end of FY2024. The reduction was driven by lower trade and other payables (- €5.09 million) and a decrease in tax liabilities (- €3.26 million). Total debt, including finance lease liabilities and other financial liabilities, decreased by €1.33 million to €56.46 million. However, net debt increased by €4.48 million, from €48.93 million as at 31 December 2024 to €53.41 million, due to the notable decrease in cash and cash equivalents.

Total assets as at 30 June **2026** increased by €3.55 million from 31 December 2025 to €135.51 million, the principal contributors being PPE, investment properties, inventories and trade & other receivables. On the other hand, cash balances decreased by €1.07 million from the last financial year to €1.98 million.

In total liabilities, the primary movement was in trade & other payables, which increased by €2.78 million to €14.77 million (31 Dec'25: €11.99 million).

11. LEGAL AND ARBITRATION PROCEEDINGS

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

12. SHARE CAPITAL

As at the date of this Base Prospectus, the Issuer's authorised share capital is €5,000,099.9964, divided into 5,000,000 ordinary shares of €1.00 each and 999,964 preference shares of €0.0001 each, whilst the issued share capital of the Issuer is €4,999,919.9964 divided into 4,999,820 ordinary shares of €1.00 each and 999,964 preference shares of €0.0001 each, all fully paid up.

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

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

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

13. MEMORANDUM AND ARTICLES

The memorandum and articles of association of the Issuer are registered with the Registrar of Companies at the Malta Business Registry. A full list of the objects for which the Issuer is established is set out in clause three of its memorandum of association. These objects include:

(a) To carry on the business of a finance and investment company in connection with the ownership, development, operation and financing of the business activities of the Hal Mann Vella Group of companies whether in Malta or overseas, and for such purpose: (i) to lend or advance money or otherwise give credit to any company now or hereinafter forming part of the Hal Mann Vella Group of companies, with or without security and otherwise on such terms as the directors may deem expedient; and (ii) to invest and deal with the moneys of the companies and any company now or hereinafter forming part of the Hal Mann Vella Group of companies in or upon such investments and in such manner as the directors may, from time to time, deem expedient;

(b) To borrow or raise unlimited sums of money in such manner as the Company, may think fit and in particular by the securitisation of any receivables or other assets of the Company, by the issue of bonds, debentures, commercial paper, notes or other instruments creating or acknowledging indebtedness, and to offer same on sale to the public, and to secure the repayment of any money borrowed or raised and any interest payable thereon by the hypothecation or the creation of any other charge upon the whole or the part of the moveable and immovable property of the Company, present and future.

14. MATERIAL CONTRACTS

The entities forming part of the Group, including albeit not limited to, the Issuer, have not entered into any material contracts that are not in the ordinary course of their respective business and which could result in either of the said entities being under an obligation or entitlement that is material to the Group as at the date of this Base Prospectus.

15. INFORMATION CONCERNING THE GLOBAL NOTES AND THE PARTICIPATION NOTES

15.1 KEY STATISTICS OF THE UNSECURED NOTES

Denomination:	Euro (€);
Amount:	up to €7,000,000 in nominal value of unsecured Notes;
Issue Price:	at par (€1,000 per Participation Note);
Issue Date:	shall be the issue date set out in the applicable Final Terms;
Listing:	no application has been made for the Global Notes and Participation Notes to be admitted to listing on a regulated market or other trading platform;
Plan of Distribution:	the Global Notes shall be issued and distributed by the Issuer to the Nominee and Placement Agent to be held by the Nominee and Placement Agent for the benefit of Participation Noteholders. The Participation Notes are open for subscription to prospective Participation Noteholders through the Nominee and Placement Agent;
Minimum Amount per Application:	any minimum application amounts will be specified in the applicable Final Terms;
Interest:	shall be the rate of interest set out in the applicable Final Terms;
Interest Payment Date(s):	shall be the interest payment date set out in the applicable Final Terms;
Redemption Date:	shall be the redemption date set out in the applicable Final Terms, unless the Issuer exercises the early redemption option;
Redemption Value:	at par (€1,000 per Participation Note);
Form:	the Global Notes shall be issued in fully certified and registered form;
Underwriting:	he Global Notes are not underwritten;
No Credit Rating:	the Issuer has not sought, nor does it intend to seek the credit rating of an independent agency and there has been no assessment of the Notes by any independent rating agency;
Governing Law:	the Base Prospectus and the Global Notes issued under the Note Issuance Programme shall be issued under and shall be governed by and construed in accordance with the laws of Malta;
Jurisdiction:	the Maltese Courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Base Prospectus and the Global Notes.

15.2 REASONS FOR THE OFFER AND USE OF PROCEEDS

The net proceeds from the Issue are expected to amount to approximately €6,800,000 and shall be applied for the following purposes:

(i) an amount of *circa* €1,600,000 will be used to part-finance the development of the extension of the E-Pantar building, known as Block D, details of which are set out in section 6.2.2 of this Base Prospectus;

(ii) an amount of *circa* €2,500,000 will be used to partially re-finance the strategic investments described in section 6.2.3 of this Base Prospectus, with a view to rebalancing the Group's liquidity structure;

(iii) an amount of *circa* €1,500,000 will be used to partially finance the Group's investment in property development projects, details of which are set out in section 6.2.4 of this Base Prospectus;

(iv) the remaining amount of *circa* €1,200,000 shall be used for operational and general corporate funding purposes of the Group.

Further information on the intended use of proceeds for each Tranche will be set out in the applicable Final Terms.

15.3 ESTIMATED EXPENSES

Professional fees and costs related to publicity, advertising, printing, Nominee and Placement Agent fees, selling commission, and other miscellaneous expenses in connection with the Note Issuance Programme are estimated not to exceed €200,000 in the aggregate.

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

15.4 STATUS AND RANKING OF THE NOTES

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

15.5 ADDITIONAL INDEBTEDNESS AND ENCUMBRANCES

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

15.6 RIGHTS OF PARTICIPATION NOTEHOLDERS

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

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

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

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

15.7 YIELD

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

15.8 REDEMPTION

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

15.9 COMPLEX FINANCIAL INSTRUMENTS

The Notes are deemed to be complex instruments in accordance with the provisions of the COBR and the ESMA Guidelines. When providing advice or portfolio management services with respect to the Participation Notes, the Nominee and Placement Agent is required to carry out a Suitability Testing. This is done to establish whether the Participation Notes meet the objectives of the client, whether the client can withstand the proposed investment in the light of his/her financial circumstance, and whether the latter has sufficient knowledge and experience in the said financial instrument. When the Nominee and Placement Agent offers services other than portfolio management and advice in relation to Participation Notes, it is required to carry out an assessment to ensure that the client has sufficient knowledge and experience in the said Participation Notes.

The Nominee and Placement Agent shall be required to conduct an Appropriateness Test prior to selling Participation Notes where such Participation Notes are sold on a non-advisory basis. The Nominee and Placement Agent shall be required to conduct Suitability Testing prior to selling Participation Notes where the Participation Notes are proposed to be sold to an Applicant on an advisory basis and, or pursuant to the provision of portfolio management services.

The obligation of the Nominee and Placement Agent to carry out an Appropriateness Test and, or Suitability Testing shall apply where the prospective Applicant of Participation Notes is a retail client. The requirement to carry out an Appropriateness Test and, or Suitability Testing shall also apply when transfers of Participation Notes are carried out. Sales of Participation Notes to Professional Clients and, or Eligible Counterparties shall be governed by the requirements set out in the COBR and the requirements set out in the above paragraph relating to the Appropriateness Test and Suitability Testing shall not apply in respect of such sales.

16. FORM OF THE FINAL TERMS

FORM OF FINAL TERMS
dated [●]

UNSECURED NOTE ISSUANCE PROGRAMME OF A MAXIMUM OF €7,000,000

ISIN: [●]
Series No: [●]
Tranche No: [●]

[amount of Note]

issued by:

HAL MANN VELLA GROUP P.L.C.
A PUBLIC LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA
WITH COMPANY REGISTRATION NUMBER C 5067

PART A - CONTRACTUAL TERMS

Capitalised terms used in these Final Terms which are not defined herein shall have the definitions assigned to them in the Base Prospectus dated [●] which was approved by the MFSA on [●] 2026 [and the Supplement to the Base Prospectus dated [●]] which [together][2] constitute[s] a base prospectus for the purposes of the Prospectus Regulation.

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

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

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

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

INTEREST

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

GENERAL PROVISONS

16.	**Taxation**	As per section 17 ("***Taxation***") of the Base Prospectus.

PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for the offer for subscription and issue of the Tranche of Notes described herein pursuant to the Notes Issuance Programme of a maximum of €7,000,000, in terms of the Base Prospectus dated [●] October 2026.

RESPONSIBILITY

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

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

[2]Delete if no Supplement is published.

PART B - OTHER INFORMATION

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

Reasons for the Offer / Use of Proceeds	[●]
Estimated Expenses	[●]
Estimated Net Proceeds	[●]
Conditions to which the Offer is subject	[●]
2. Yield	
Yield	[●]
Method of Calculation of Yield	[●]
3. Expected Timetable	
Subscription Period	[●]
Commencement of interest	[●]
Announcement of basis of acceptance	[●]
Refund of unallocated monies, if any	[●]
Issuance of the Global Note	[●]
Issuance of Participation Notes certificates	[●]

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

4. Method of Distribution and Allocation

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

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

[●]

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

[●]

[ANNEX 1 - ISSUE SPECIFIC SUMMARY]

[Issue specific summary to be inserted]

17. TAXATION

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

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

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

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

17.1 MALTA TAX ON INTEREST

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

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

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

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

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

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

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

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

17.3 DUTY ON DOCUMENTS AND TRANSFERS

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

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

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

17.4 EXCHANGE OF INFORMATION

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

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

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

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

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

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

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

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

18. THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST

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

The Directors 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 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.

19. AUTHORISATIONS AND APPROVAL

The establishment of the Note Issuance Programme was authorised by the Board of Directors of the Issuer on 2 September 2026.

20. NOTICES

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

21. DOCUMENTS ON DISPLAY

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

(a) the Memorandum and Articles of Association of the Issuer;
(b) the audited consolidated financial statements of the Issuer for the years ended 31 December 2023, 31 December 2024 and 31 December 2025;
(c) the unaudited consolidated financial statements of the Issuer for the six-month period ended 30 June 2026;
(d) the Nominee and Placement Agent Agreement.

Documents (a) - (d) are also available for inspection in electronic form on the Issuer's website at https://www.hmvellagroup.com/finance/

ANNEX A1: TERMS AND CONDITIONS OF THE GLOBAL NOTES

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE €7,000,000 GLOBAL NOTES BY THE ISSUER IN TERMS OF THE NOMINEE AND PLACEMENT AGENT AGREEMENT AND THE BASE PROSPECTUS.

THE ISSUE OF THE GLOBAL NOTES IS BEING MADE SUBJECT TO THE PROVISIONS OF THE NOMINEE AND PLACEMENT AGENT AGREEMENT DATED 12 OCTOBER 2026 AND OF THESE TERMS AND CONDITIONS. A PARTICIPATION NOTEHOLDER AS WELL AS ANY PERSON HAVING AN INTEREST UNDER THE GLOBAL NOTES IS DEEMED TO HAVE INVESTED ONLY AFTER HAVING RECEIVED, READ AND UNDERSTOOD THE CONTENTS OF THIS DOCUMENT AND THEREFORE ONLY AFTER HAVING FULL KNOWLEDGE OF THE INFORMATION CONTAINED IN THIS DOCUMENT AND IS ACCORDINGLY DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND THE NOMINEE AND PLACEMENT AGENT AGREEMENT.

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

1. GENERAL

The issuance of the Global Notes has been duly authorised by a resolution of the Board of Directors of 2 September 2026, by virtue of the powers contained in the Memorandum and Articles of Association.

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

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

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

2. FORM, DENOMINATION AND TITLE

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

3. INTEREST

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

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

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

4. STATUS OF THE GLOBAL NOTES

The Global Notes constitute the general, direct, unconditional and unsecured obligations of the Issuer. The Global Notes shall, at all times, rank *pari passu*, without any priority or preference among themselves and save for such exceptions as may be provided by applicable law, without priority or preference to all present and future unsecured obligations of the Issuer. This means that any secured or privileged debts of the Issuer shall rank at all times ahead of the Issuer's obligations under the Note Issuance Programme.

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

5. PAYMENTS

Payment of the principal amount (with interest accrued and unpaid to the Redemption Date) as well as payment of interest on the Global Notes shall be made in Euro to the person in whose name such Global Notes are registered as at the close of business fifteen (15) days prior to the date set for redemption or fifteen (15) days prior to the relevant Interest Payment Date (as the case may be) against surrender of the Global Note at the registered office of the Issuer or at such other place in Malta as may be notified by the Issuer. Such payment shall be effected by direct credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the Global Noteholder. The Issuer shall not be responsible for any loss or delay in transmission. Such payment shall be effected within seven (7) days of the date set for redemption or the Interest Payment Date (as the case may be).

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

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

6. REDEMPTION

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

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

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

7. COVENANTS BY THE ISSUER

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

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

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

(c) it shall carry on and conduct its business in a proper and efficient manner.

8. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

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

(a) it is duly registered and validly existing under the laws of Malta and has the power to carry on its business as it is now being conducted and to hold its properties and other assets under valid legal title;

(b) it has the power to execute, deliver, and perform its obligations under this document and the Nominee and Placement Agent Agreement, and that all necessary corporate, shareholder and other action has been duly taken to authorise the execution, delivery and performance of the same, and further that no limitation on the powers of the Issuer to borrow or guarantee shall be exceeded as a result of the Nominee and Placement Agent Agreement;

(c) this document and the Nominee and Placement Agent Agreement constitute valid and legally binding obligations of the Issuer;

(d) the execution and performance of its obligations under and in compliance with the provisions of this document and the Nominee and Placement Agent Agreement by the Issuer shall not: (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit to which the Issuer is subject; (ii) conflict with or result in any breach of any terms of or constitute a default under any bond or other instrument to which the Issuer is a party, or is subject, or by which it or any of its property is bound; (iii) contravene any provision of the Issuer's memorandum or articles of association;

(e) no litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of the officers of the Issuer, threatened against the Issuer which could have a material adverse effect on the business, assets or financial condition of the Issuer; and

(f) the Base Prospectus contains all material information with respect to the Issuer and that all information contained therein is in every material respect true and accurate and not misleading and that there are no other facts in relation to the Issuer, its business and financial position, the omission of which would in the context of issue of the Global Notes make any statement in the Base Prospectus misleading or inaccurate in any material respect.

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

9. FUNCTIONS AND POWERS OF THE NOMINEE AND PLACEMENT AGENT

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

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

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

(a) to employ and pay at the reasonable cost of the Issuer in discharge of its duties any agent to do anything or transact any business to be done or transacted under the Nominee and Placement Agent Agreement or the Base Prospectus, without being under any liability for any default of such agent; PROVIDED THAT prior to employing any agent as aforementioned, notice in writing of the estimated costs to be incurred is to be given to the Issuer;

(b) to rely on the advice of any lawyer, broker, surveyor, valuer or accountant or other professional person without incurring any liability for so relying notwithstanding that such professional person may have been employed by the Issuer or may otherwise not be disinterested and without incurring liability for any error in the transmission of any such advice or by reason of the same not being authentic; and

(c) to delegate any of its discretions under the Base Prospectus and the Nominee and Placement Agent Agreement to any officer or servant of the Nominee and Placement Agent believed by it to be competent and responsible and to delegate any of its powers and duties under the Base Prospectus and the Nominee and Placement Agent Agreement to such persons (including any such officer or servant as aforesaid) as it shall think fit, and to confer power to sub-delegate, without incurring any liability for the default of any person to whom such discretions, powers or duties are delegated or sub-delegated;

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

10. EVENTS OF DEFAULTS

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

a) the Issuer fails to pay interest under the Global Notes on an Interest Payment Date and such failure continues for a period of sixty (60) days after written notice thereof shall have been given by the Global Noteholder;

b) the Issuer fails to pay the principal amount of the Global Notes when due and such failure shall continue for sixty (60) days after written notice thereof shall have given by the Nominee and Placement Agent to the Issuer;

c) the Issuer fails to duly perform or shall otherwise be in breach of any other material obligation contained in the Base Prospectus and such failure is incapable of remedy or is not remedied within sixty (60) days after notice of such default shall have been given to the Issuer;

d) an order is made or an effective resolution is passed for winding up of the Issuer;

e) the Issuer stops or suspends payments (whether of principal or interest) with respect to the Global Notes or ceases or threatens to cease to carry on its business and such position is sustained for sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;

f) the Issuer is unable to pay its debts within the meaning of article 214(5) of the Companies Act, or any statutory modification or re-enactment thereof;

g) the Issuer substantially changes the object or nature of its business as currently carried on;

h) any material indebtedness of the Issuer is not paid when due or becomes due and payable or any creditor of the Issuer becomes entitled to declare any such material indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Issuer in respect of indebtedness is not honoured when due and called upon; PROVIDED THAT for the purposes of this provision, material indebtedness shall mean an amount exceeding €2,000,000;

i) it becomes unlawful at any time for the Issuer to perform all or any of its obligations to pay principal and interest under the Global Notes; or

j) the Issuer is adjudicated or found bankrupt or insolvent, or an order is made by any competent court, or a resolution is passed by the Issuer or any other action is taken for the dissolution, liquidation, or winding-up of the Issuer.

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

11. REGISTER OF GLOBAL NOTEHOLDERS

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

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

12. FURTHER ISSUES

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

13. GOVERNING LAW AND JURISDICTION

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

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

14. NOTICES

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

ANNEX A2: TERMS AND CONDITIONS OF THE PARTICIPATION NOTES

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE €7,000,000 PARTICIPATION NOTES BY THE NOMINEE AND PLACEMENT AGENT.

THE ISSUE OF THE PARTICIPATION NOTES IS BEING MADE SUBJECT TO THE PROVISIONS OF THE NOMINEE AND PLACEMENT AGENT AGREEMENT DATED 12 OCTOBER 2026 AND OF THESE TERMS AND CONDITIONS. A PARTICIPATION NOTEHOLDER AS WELL AS ANY PERSON HAVING AN INTEREST UNDER THE GLOBAL NOTES IS DEEMED TO HAVE INVESTED ONLY AFTER HAVING RECEIVED, READ AND UNDERSTOOD THE CONTENTS OF THIS DOCUMENT AND THEREFORE ONLY AFTER HAVING FULL KNOWLEDGE OF THE INFORMATION CONTAINED IN THIS DOCUMENT AND IS ACCORDINGLY DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND THE NOMINEE AND PLACEMENT AGENT AGREEMENT.

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

1. GENERAL

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

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

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

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

2. FORM, DENOMINATION AND TITLE

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

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

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

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

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

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

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

3. INTEREST

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

4. PAYMENTS

Payment of the principal amount (with interest accrued and unpaid to the Redemption Date) as well as payment of interest on the Participation Notes shall be made in Euro to the person in whose name such Participation Note is registered as at the close of business fifteen (15) days prior to the date set for redemption or fifteen (15) days prior to the relevant Interest Payment Date (as the case may be) against surrender of the Participation Note at the registered office of the Nominee and Placement Agent or at such other place in Malta as may be notified by the Nominee. Such payment shall be effected by direct credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the Participation Noteholder. The Nominee and Placement Agent shall not be responsible for any loss or delay in transmission. The Nominee and Placement Agent shall effect payments of principal or interest within three (3) Business Days from the date of actual receipt of payment thereof from the Issuer.

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

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

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

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

5. REDEMPTION

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

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

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

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

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

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

6. COVENANTS BY THE ISSUER

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

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

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

(c) it shall carry on and conduct its business in a proper and efficient manner.

7. REPRESENTATIONS AND WARRANTIES

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

(a) It is duly registered and validly existing under the laws of Malta and has the power to carry on its business as it is now being conducted and to hold its properties and other assets under valid legal title;

(b) It has the power to execute, deliver, and perform its obligations under this document;

(c) The Global Notes constitute valid and legally binding obligations of the Issuer;

(d) The execution and performance of its obligations under and in compliance with the provisions of the Global Notes by the Issuer shall not: (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit to which the Issuer is subject; (ii) conflict with or result in any breach of any terms of or constitute a default under any bond or other instrument to which the Issuer is a party, or is subject, or by which it or any of its property is bound; (iii) contravene any provision of the Issuer's memorandum or articles of association;

(e) No litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of the officers of the Issuer, threatened against the Issuer which could have a material adverse effect on the business, assets or financial condition of the Issuer;

(f) The Base Prospectus contains all material information with respect to the Issuer and that all information contained therein is in every material respect true and accurate and not misleading and that there are no other facts in relation to the Issuer, its business and financial position, the omission of which would, in the context of issue of the Global Note make any statement in the Base Prospectus misleading or inaccurate in any material respect.

(2) The Issuer further represents and warrants to the Nominee and Placement Agent and each Participation Noteholder who relies on such representations and warranties, that:

(a) every consent, authorisation, approval or registration with, or declaration to governmental or public bodies or authorities or courts, required by the Issuer in connection with the execution, validity, enforceability of the Nominee and Placement Agent Agreement or the performance of its obligations under the Nominee and Placement Agent Agreement has been obtained or made and is in full force and effect and there has been no default in the observance of any of the conditions or restrictions, if any, imposed on, or in connection with, any of the same; and

(b) no default mentioned in this document or the Nominee and Placement Agent Agreement has occurred and is continuing.

8. FUNCTIONS AND POWERS OF THE NOMINEE AND PLACEMENT AGENT

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

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

The Nominee and Placement Agent shall have the following powers:

(a) to rely on the advice of any lawyer, broker, surveyor, valuer or accountant or other professional person without incurring any liability for so relying notwithstanding that such professional person may have been employed by the Issuer or may otherwise not be disinterested and without incurring liability for any error in the transmission of any such advice or by reason of the same not being authentic;

(b) to delegate any of its discretions under the Base Prospectus and the Nominee and Placement Agent Agreement to any officer or servant of the Nominee and Placement Agent believed by it to be competent and responsible and to delegate any of its powers and duties under the Prospectus and the Nominee and Placement Agent Agreement to such persons (including any such officer or servant as aforesaid) as it shall think fit, and to confer power to sub-delegate, without incurring any liability for the default of any person to whom such discretions, powers or duties are delegated or sub-delegated.

9. EVENTS OF DEFAULT (UNDER THE GLOBAL NOTES)

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

a) the Issuer fails to pay interest under the Global Note on an Interest Payment Date and such failure continues for a period of sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;

b) the Issuer fails to pay the principal amount of the Notes when due and such failure shall continue for sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;

c) the Issuer fails to duly perform or shall otherwise be in breach of any other material obligation contained in the Base Prospectus and such failure is incapable of remedy or is not remedied within sixty (60) days after notice of such default shall have been given to the Issuer;

d) an order is made or an effective resolution is passed for winding up of the Issuer;

e) the Issuer stops or suspends payments (whether of principal or interest) with respect to the Global Notes or ceases or threatens to cease to carry on its business and such position is sustained for sixty (60) days after written notice thereof shall have been given to the Issuer by the Global Noteholder;

f) the Issuer is unable to pay its debts within the meaning of article 214(5) of the Companies Act, or any statutory modification or re-enactment thereof;

g) the Issuer substantially changes the object or nature of its business as currently carried on;

h) any material indebtedness of the Issuer is not paid when due or becomes due and payable or any creditor of the Issuer becomes entitled to declare any such material indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Issuer in respect of indebtedness is not honoured when due and called upon; PROVIDED THAT for the purposes of this provision, material indebtedness shall mean an amount exceeding €2,000,000;

i) it becomes unlawful at any time for the Issuer to perform all or any of its obligations to pay principal and interest under the Global Notes; or

j) the Issuer is adjudicated or found bankrupt or insolvent, or an order is made by any competent court, or a resolution is passed by the Issuer or any other action is taken for the dissolution, liquidation, or winding-up of the Issuer.

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

10. REGISTRATION AND REPLACEMENT OF THE PARTICIPATION NOTES

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

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

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

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

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

11. TRANSFERABILITY OF THE PARTICIPATION NOTES

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

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

The costs and expenses of effecting any registration of transfer, except for the expenses of delivery by any means other than regular mail (if any) and except, if the Issuer shall so require, the payment of a sum sufficient to cover any tax, duty or other governmental charge or insurance charges that may be imposed in relation thereto, will be borne by the person to whom the transfer has been made.

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

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

12. MEETINGS OF PARTICIPATION NOTEHOLDERS

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

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

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

i. A meeting of Participation Noteholders shall be called by giving Participation Noteholders not less than fourteen (14) days' notice in writing, setting out in the notice the time, place and date set for the meeting and the matters to be discussed thereat.

ii. A meeting of Participation Noteholders shall only validly and properly proceed to business if there is a quorum present at the commencement of the meeting. For this purpose at least two (2) Participation Noteholders present, in person or by proxy, representing not less than fifty per cent (50%) in nominal value of the Participation Notes then outstanding, shall constitute a quorum. If a quorum is not present within thirty (30) minutes from the time scheduled for the commencement of the meeting as indicated on the notice convening same, the meeting shall stand adjourned to a place, date and time as shall be communicated by the Directors to the Participation Noteholders present at that meeting. An adjourned meeting shall be held not earlier than five (5) days, and not later than fifteen (15) days, following the original meeting. At an adjourned meeting the number of Participation Noteholders present, in person or by proxy, shall constitute a quorum; and only the matters specified in the notice calling the original meeting shall be placed on the agenda of, and shall be discussed at, the adjourned meeting.

iii. Once a quorum is declared present by the Chairman of the meeting (who shall be the person who in accordance with the Memorandum and Articles of Association would chair a general meeting of members of the Issuer), the meeting may then proceed to business and address the matters set out in the notice convening the meeting. In the event of decisions being required at the meeting, the Directors or their representative shall present to the Participation Noteholders the reasons why it is deemed necessary or desirable and appropriate that a particular decision is taken, including but not limited to why the Terms and Conditions of Issue of the Participation Notes ought to be amended as proposed by the Issuer. The meeting shall allow reasonable and adequate time to Participation Noteholders to present their views to the Issuer and the other Participation Noteholders present at the meeting. The meeting shall then put the matter as proposed by the Issuer to a vote of the Participation Noteholders present at the time at which the vote is being taken, and any Participation Noteholders taken into account for the purpose of constituting a quorum who are no longer present for the taking of the vote shall not be taken into account for the purpose of such vote.

iv. The voting process shall be managed by the Company Secretary under the supervision and scrutiny of the auditors of the Issuer.

v. The proposal placed before a meeting of Participation Noteholders shall only be considered approved if at least seventy-five percent (75%) in nominal value of the Participation Noteholders present at the meeting at the time at which the vote is being taken, in person or by proxy, shall have voted in favour of the proposal.

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

13. PARTICIPATION NOTES HELD JOINTLY

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

14. PARTICIPATION NOTES HELD SUBJECT TO USUFRUCT

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

15. GOVERNING LAW AND JURISDICTION

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

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

16. NOTICES

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

FINAL TERMS

dated 22 October 2026

UNSECURED NOTE ISSUANCE PROGRAMME OF A MAXIMUM OF €7,000,000

ISIN: MT0000811233
Series No:1/2026
Tranche No 2

€2,000,000 UNSECURED CALLABLE GLOBAL NOTE

issued by:

HAL MANN VELLA GROUP P.L.C.
A PUBLIC LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA
WITH COMPANY REGISTRATION NUMBER C 5067

PART A - CONTRACTUAL TERMS

Capitalised terms used in these Final Terms which are not defined herein shall have the definitions assigned to them in the Base Prospectus dated 12 October 2026 which was approved by the MFSA in Malta on 12 October 2026 and which constitutes a base prospectus for the purposes of the Prospectus Regulation.

This document constitutes the Final Terms of the Global Note to be issued through Tranche II of the Note Issuance Programme ("**Tranche II Global Note**") by the Issuer in favour of the Nominee and Placement Agent, described herein for the purposes of Article 8 of the Prospectus Regulation. These Final Terms also contain information relative to the issue by the Nominee and Placement Agent of transferable notes acknowledging the interest of the person named therein in the Tranche II Global Note ("**Tranche II Participation Note**s"). Only investors in Malta can participate in the Tranche II Global Note through subscription to Tranche II Participation Notes. This document must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Tranche II Global Note under these Final Terms is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the issue of this Tranche of Notes is annexed to these Final Terms.

The Base Prospectus is available for viewing at the office of the Issuer and on the websites of: (a) the MFSA (https://www.mfsa.mt/our-work/capital-markets-supervision/#CMS); and (b) the Issuer (https://www.hmvellagroup.com/finance/) and copies may be obtained free of charge from the registered office of the Issuer ((The Factory, Mosta Road, Lija, Malta)). A summary of this individual issue is annexed to these Final Terms.

1	**Issuer**	Hal Mann Vella Group p.l.c.
2	**Series Number**	1/2026
3	**Tranche Number**	2
4	**Specified Currency**	Euro (€)
5	**Aggregate Nominal Amount** **(i) Series** **(ii) Tranche**	 up to €2,000,000 (being the balance of the €7,000,000 Programme not already issued under Series 1/2026 Tranche 1), which may be issued solely in Tranches forming part of this Series 1/2026 or in combination with Tranche/s forming part of one or more separate Series. This Tranche shall be fungible with Series 1/2026 Tranche 1 issued in terms of the Base Prospectus dated 12 October 2026 and the final terms dated 12 October 2026. On 5 November 2026, the Series 2/2026 Tranche 1 Notes shall be consolidated with the Series 1/2026 Tranche 1 Notes and thereafter shall trade under ISIN MT0000811241.
6	**(i) Issue Price of Tranche** **(ii) Net Proceeds**	at par (€1,000 per Participation Note) €1,950,000
7	**Specified Denomination**	€2,000,000 (€1,000 per Participation Note)
8	**Number of Notes offered for subscription**	1 Global Note (up to a maximum of 2,000 Participation Notes)
9	**(i) Issue Date** **(ii) Interest Commencement Date**	5 November 2026 30 October 2026
10	**Redemption Date**	30 October 2032
11	**Early Redemption Date/s (if applicable)**	any date falling between 30 October 2031 and 29 October 2032, at the sole option of the Issuer, on which the Issuer shall be entitled to prepay all or part of the principal amount of the Global Note and all interests accrued up to the date of prepayment, by giving not less than 30 days' notice to the Nominee and Placement Agent. In the event of a partial early redemption of the Participation Notes, the redemption amount shall be paid on a pro rata basis to Participation Noteholders, in proportion to the outstanding principal amount of Participation Notes then held by each Participation Noteholder.
12	**Redemption Value**	redemption at par (€1,000 per Participation Note)
13	**Register Cut-Off Date**	15 days prior to the Interest Payment Date.

INTEREST

14	**Rate of Interest**	6.25% payable annually in arrears.
15	**Interest Payment Date/s**	(i) for the purposes of the Global Note, 30 October of each year between and including each of the years 2027 and the year 2032, provided that if any such day is not a Business Day, such interest payment date will be carried over to the next following day that is a Business Day; (ii) for the purposes of the Participation Notes, 30 October of each year between and including each of the years 2027 and the year 2032, provided that if any such day is not a Business Day, such interest payment date will be carried over to the next following day that is a Business Day.

GENERAL PROVISONS.

16. Taxation	As per section 17 ("***Taxation***") of the Base Prospectus.

PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for the offer for subscription and issue of the Tranche of Notes described herein pursuant to the Notes Issuance Programme of a maximum of €7,000,000, in terms of the Base Prospectus dated 12 October 2026.

RESPONSIBILITY

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

Signed on behalf of the Board of Directors of the Issuer by:

Martin Vella
Director

Mark Vella
Director

PART B - OTHER INFORMATION

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

Reasons for the Offer / Use of Proceeds	The net proceeds from the Issue, amounting to €1,950,000, shall be applied as follows: (i) an amount of *circa* €450,000 will be used to part-finance the development of the extension of the E-Pantar building, known as Block D, details of which are set out in section 6.2.2 of this Base Prospectus; (ii) an amount of *circa* €750,000 will be used to partially re-finance the strategic investments described in section 6.2.3 of this Base Prospectus, with a view to rebalancing the Group's liquidity structure; (iii) an amount of *circa* €450,000 will be used to partially finance the Group's investment in property development projects, details of which are set out in section 6.2.4 of this Base Prospectus; (iv) the remaining amount of *circa* €300,000 shall be used for operational and general corporate funding purposes of the Group.
Estimated Expenses	Approximately €50,000. All expenses shall be borne by the Issuer.
Estimated Net Proceeds	€1,950,000.
Conditions to which the Offer is subject	None.

2. Yield

Yield	6.25%
Method of Calculation of Yield	Yield will be calculated on the basis of the interest per annum, the Issue Price and the Redemption Value of the Tranche II Global Note at the Maturity Date or an Early Redemption Date, if applicable.

3. Expected Timetable

Subscription Period	26 October 2026 to 29 October 2026, both days included
Commencement of interest	30 October 2026
Announcement of basis of acceptance	4 November 2026
Refund of unallocated monies, if any	4 November 2026
Issuance of the Global Note	5 November 2026
Issuance of Participation Notes certificate	6 November 2026

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

4. Method of Distribution and Allocation

Plan of distribution and allotment	The Tranche II Global Note shall be issued and distributed by the Issuer to the Nominee and Placement Agent to be held by the Nominee and Placement Agent for the benefit of Participation Noteholders. Distribution of the Tranche II Participation Notes shall be by way of a Subscription Agreement entered into by prospective Participation Noteholders with the Nominee and Placement Agent.
Reservation of Tranche II, of part thereof, in favour of specific class of investors	Not applicable.
Minimum amount of application	The Issuer has not established an aggregate minimum subscription level for the Global Note. For the purposes of the Tranche II Participation Notes, a minimum of €5,000 and multiples of €1,000 thereafter.
Description of application process	The Tranche II Global Note shall be subscribed to by the Nominee and Placement Agent pursuant to the Nominee and Placement Agent Agreement up to a maximum aggregate nominal amount of €2,000,000. All applications for the Tranche II Participation Notes must be submitted by completing the Subscription Agreement within the time limits established therein. All Subscription Agreements are to be lodged with the Nominee and Placement Agent by not later than 12:00 hours on 30 October 2026 together with payment of the full price of the Participation Notes applied for, in Euro (€). Payments may be made by bank transfer or by cheque payable to the Nominee and Placement Agent. In the event that a cheque accompanying a Subscription Agreement is not honoured on its first presentation, the Nominee and Placement Agent reserves the right to invalidate the relative application.
Oversubscription and refunds	If an application by an Applicant is not accepted or is accepted for a lesser amount than is applied for, the full amount or the excess amount (as applicable) will be returned by the Nominee and Placement Agent without interest by direct credit to the Applicant's bank account as indicated in the Subscription Agreement. Neither the Issuer nor the Nominee and Placement Agent shall be responsible for any loss or delay in transmission.
Payment and delivery	As per the Subscription Agreement (Annex II of these Final Terms)**.**
Allocation policy	The Tranche II Global Note shall be held by the Nominee and Placement Agent for the benefit of Participation Noteholders on the terms set out in the Nominee and Placement Agent Agreement. An amount of €2,000,000 in Participation Notes shall be allocated by the Nominee and Placement Agent to the general public, *pari passu*, without any priority or preference between them. The Subscription Period shall close immediately upon attaining full subscription. In the event that the offer of Tranche I Participation Notes is not fully subscribed, the Issuer shall proceed with the registration of the Participation Notes so subscribed for. Any residual amounts required by the Issuer for the purposes of the use specified in the aforementioned section, which shall not have been raised through the offer of Tranche II Participation Notes, shall be financed from the Group's own funds, bank financing and, or through the issue of further tranches under the Note Issuance Programme.
Results of the offer	The results of the Offer shall be announced by the Issuer by way of publication of a company announcement on its website: https://www.hmvellagroup.com/finance/ by not later than 4 November 2026.

5. Interests of Natural and Legal Persons involved in the Offer

Save for the possible subscription for Notes by the Nominee and Placement Agent and any fees payable to the Nominee and Placement Agent in connection with the Issue of this Tranche of Notes, so far as the Issuer is aware, no person involved in the offer of this Tranche II has any other interest that is material to the Offer.

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

Not applicable.

ANNEX 1 - ISSUE SPECIFIC SUMMARY

This summary (the "**Summary**") is prepared in accordance with the requirements of the Prospectus Regulation. This Summary contains key information which investors require in order to understand the nature and the risks of the Issuer and the Global Note to be issued pursuant to the Final Terms. Except where the context otherwise requires, the capitalised words and expressions used in this Summary shall bear the meanings assigned to them in the Base Prospectus and the Final Terms, as the case may be.

1. INTRODUCTION AND WARNINGS

This Summary contains key information on the Issuer and the Global Note, summarised details of which are set out below:

Full legal and commercial name of the Issuer:	Hal Mann Vella Group p.l.c.
Registered address:	The Factory, Mosta Road, Lija LJA 9016, Malta
Registration number:	C 5067
Legal Entity Identification (LEI) Number:	21380032UJDLSDYKD103
Date of Registration:	1 July 1980
Email:	info@halmannvella.com
Website:	https://www.hmvellagroup.com/
Nature of the securities:	The Tranche II Global Note is an unsecured note of an aggregate principal amount of two million Euro (€2,000,000) with a nominal value of €1,000 per Participation Note, bearing interest at the rate of 6.25% per annum and redeemable at par on 30 October 2032, subject to the Issuer's option to redeem all or part of the Global Note between 30 October 2031 and 29 October 2032.
ISIN number of the Global Note:	MT0000811233
ISIN following the consolidation of Series 2 Tranche 1 and Series 1 Tranche 1 on 5 November 2026:	MT0000811241
Competent authority approving the Base Prospectus:	The Malta Financial Services Authority, established in terms of the Malta Financial Services Authority Act (Cap. 330 of the laws of Malta).
Address, telephone number and official website of the competent authority approving the Base Prospectus	Address: Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD 1010, Malta;
Official website:	www.mfsa.mt
Base Prospectus approval date:	12 October 2026

Prospective investors are hereby warned that:

(i) this Summary should be read as an introduction to the Base Prospectus. It is being provided to convey the key characteristics and risks associated with the Issuer and the Tranche II Global Note being offered pursuant to the Base Prospectus and the Final Terms. It is not and does not purport to be exhaustive and investors are warned that they should not rely on the information contained in this Summary in making a decision as to whether to invest in the securities described in this document;

(ii) any decision of the investor to invest in the Tranche II Participation Notes should be based on consideration of the Base Prospectus and the Final Terms as a whole by the investor;

(iii) an investor could lose all or part of the capital invested in subscribing for Tranche II Participation Notes;

(iv) where a claim relating to the information contained in the Base Prospectus and the Final Terms is brought before a court, the plaintiff investor might, under the national legislation of Malta, have to bear the costs of translating the Base Prospectus and these Final Terms before the legal proceedings are initiated;

(v) civil liability attaches only to those persons who have tabled the Summary including any translation thereof but only if the Summary, when read together with the other parts of the Base Prospectus and the Final Terms, is misleading, inaccurate or inconsistent or does not provide key information in order to aid investors when considering whether to invest in the Tranche II Participation Notes; and

(vi) you are about to purchase securities that are not simple and may be difficult to understand.

2. KEY INFORMATION ON THE ISSUER

2.1 Who is the Issuer of the securities?

2.1.1 Domicile and legal form, its LEI and country of incorporation

The Issuer is Hal Mann Vella Group p.l.c., a public limited liability company registered in Malta in terms of the Companies Act (Cap. 386 of the laws of Malta) with company registration number C 5067. The legal entity identifier (LEI) number of the Issuer is 21380032UJDLSDYKD103.

2.1.2 Principal Activities of the Issuer

The Issuer is the parent, holding and finance company of the Group and is primarily focused on establishing and monitoring strategic direction and Group development. The Issuer has several investments in a number of undertakings which operate the business of the Group and is therefore dependent on the business prospects, operating results, and financial position of said undertakings. As a finance and holding company, a material portion of the Issuer's assets consist of loans granted to its Subsidiaries and shares held in its Subsidiaries, with one of the main revenue-generating activities of the Issuer being the receipt of interest income on funds advanced to its Subsidiaries. The Issuer also holds several properties of the Group.

2.1.3 Major Shareholders of the Issuer

As at the date of these Final Terms, the majority of the issued share capital of the Issuer is held by HMVH, which is the ultimate parent company of the Issuer. The remaining shares of the Issuer are held by the direct descendants of the founders of the Group (which hold 999,964 preference shares of €0.0001 each).

2.1.4 Board of Directors of the Issuer

The Board of Directors of the Issuer is composed of the following persons: Martin Vella (Chairman and Executive Director), Joseph Vella (Executive Director), Mark Vella (Executive Director), Arthur Galea Salomone (Independent Non-Executive Director), Mario P. Galea (Independent Non-Executive Director), and Maria K/A Miriam Schembri (Non-Executive Director).

2.1.5 Statutory Auditors

The auditors of the Issuer as of the date of this Summary and for the financial years ended 2021, 2022 and 2023 are HLB CA Falzon of Central Office Buildings Block A, Level 1, Mosta Road, Lija, Malta. The Accountancy Board registration number of HLB CA Falzon is AB/26/84/106.

2.2 What is the key financial information regarding the Issuer?

The following historical financial information of the Issuer is extracted from the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2023, 31 December 2024 and 31 December 2025; and the unaudited consolidated financial statements of the Issuer for the six-month interim period ended 30 June 2026.

Consolidated Statement of Comprehensive Income	**FY23 (€'000)**	**FY24 (€'000)**	**FY25 (€'000)**	**1H25 (€'000)**	**1H26 (€'000)**
Operating profit	4,374	3,894	3,971	2,425	1,943
Statement of Financial Position	**FY23 (€'000)**	**FY24 (€'000)**	**FY25 (€'000)**		**1H26 (€'000)**
Net debt	54,769	48,925	53,407		54,969
Consolidated Statement of Cash Flows	**FY23 (€'000)**	**FY24 (€'000)**	**FY25 (€'000)**	**1H25 (€'000)**	**1H26 (€'000)**
Net cash from (used in) operating activities	4,477	5,975	2,347	(1,339)	393
Net cash from (used in) financing activities	(2,084)	6,816	(1,445)	(474)	(2,243)
Net cash used in investing activities	(2,874)	(7,365)	(4,272)	(624)	(2,874)

2.3 What are the key risks that are specific to the Issuer?

2.3.1 Risks associated with the dependence of the Issuer on its Subsidiaries

As a finance and holding company, the majority of the Issuer's assets consist of loans granted to its Subsidiaries and shares held in its Subsidiaries, with one of the main revenue generating activities of the Issuer being the receipt of interest income on funds advanced to its Subsidiaries. In addition, the Issuer has, historically but not consistently, been in receipt of dividend income. Although the Issuer also holds certain immovable property directly and derives rental income therefrom, the majority of its income is dependent on the operational results, the financial position, and the financial performance of its Subsidiaries. Consequently, the financial and operational results of its Subsidiaries have a direct effect on the Issuer's financial position.

2.3.2 Risks relating to the local property market

The Group's Principal Operating Activities are inherently linked to construction and real estate in Malta. These sectors rely intrinsically on the state of the local property market which is a highly competitive industry and may be impacted by a number of factors such as political developments, government regulations, changes in planning or tax laws, interest rate changes, inflation, the availability of financing and the profits which different investments may provide. These factors are likely to cause property prices to change and an increase in supply and, or a reduction in demand in the property market to which the Group is exposed, could negatively impact its financial performance.

2.3.3 Risks relating to health and safety

One of the most significant risks the Group is exposed to is related to the health and safety of employees and third parties, including the risk of serious injury or even fatality. This risk is materially relevant to the Group's Principal Operating Activities as it is of fundamental importance in manufacturing and contracting as well as in property construction, development, and maintenance. There can be no assurance that the Group's health and safety policies and practices will prove effective in ensuring the health and safety in its factories, offices and on its property development sites, which may expose the Group to liability for damages, as well as to the risk of adverse publicity. These risks may adversely impact the Group's financial condition, results of its operations and its prospects.

2.3.4 Risks relating to competition and the award and execution of projects

The generation of revenue from the execution of projects depends heavily on the Group's competitiveness in the market and its ability to bid for and ultimately be awarded the execution of such projects. There can be no guarantee that future projects will be awarded to the Group. Furthermore, for certain third-party projects, the Group relies on strategic relationships with other entities, such as contractors and sub-contractors, joint venture arrangements, suppliers, and business partners. Failure to maintain these relationships as well as the failure to bid for and ultimately be awarded certain projects, may have a material and adverse effect on the Group's financial condition and operations.

2.3.5 Supplier failure and increase in supply costs

The Group is reliant on its supply chain, in particular, in relation to the supply of high-performance cements, marble and granite aggregates, and natural stones. The failure of one or more suppliers to deliver high-quality materials on a timely basis could damage the reputation of the Group in its market, increase the cost of manufacturing, products, and general contracting services, thereby causing the Group to delay delivery requirements on contractual commitments with customers. Such supplier failure and additional costs could have a material adverse effect on the Group's business and results of operations.

2.3.6 Risks relating to general construction services and property development

The majority of the Group's revenue is generated from the rendering of general construction services and property development. The Group's construction and development projects are subject to a number of specific risks including: (i) the risk of insufficiency or lack of availability of resources to complete development projects in the manner, at the cost, or within the timeframe envisaged; (ii) the risk of cost overruns and unexpected increases in project execution costs; (iii) the risk of rental or sales transactions not being concluded at the prices and within the timeframes envisaged; (iv) delays or refusals in obtaining all necessary permits and authorisations; (v) laws, rules and regulations which may impact the property development sector, amongst others. The occurrence of any of the risks described above could have a material adverse effect on the Group's business, financial condition, and results of operations.

2.3.7 Dependence on the Maltese market and exposure to economic conditions

The Group's business activities are concentrated in, and aimed at, the Maltese market. Accordingly, the Group is highly susceptible to the economic trends that may from time to time be felt in Malta, including fluctuations in consumer demand, financial market volatility, inflation, the property market, interest rates, exchange rates, direct and indirect taxation, wage rates, utility costs, government spending and budget priorities and other general market, economic and social factors. Negative economic factors and trends in Malta, particularly those having an effect on consumer demand, would have a negative impact on the business of the Group.

3. KEY INFORMATION ON THE SECURITIES

3.1 What are the main features of the securities?

The Tranche II Global Note is being issued to the Nominee and Placement Agent in an aggregate amount of €2,000,000 with a nominal value of €1,000 per Participation Note, bearing interest at the rate of 6.25% per annum and redeemable at par on 30 October 2032, subject to the Issuer's option to redeem all or part of the Global Note between 30 October 2031 and 29 October 2032. Investors in Malta can participate in the Tranche II Global Note through subscription to Tranche II Participation Notes. The Global Note bears interest at the rate of 6.25% per annum on the nominal value of the Global Note. The first interest payment shall be effected on 30 October 2027 (covering the period 30 October 2026 to 29 October 2027).

The Tranche II Global Note and the Participation Notes constitute the general, direct, unconditional, and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any priority or preference among themselves and all other present and future unsecured and unsubordinated obligations of the Issuer.

The Global Note and Participation Notes will not be listed on the Malta Stock Exchange or on any other regulated market on the Issue Date. The Tranche II Global Note shall have the following ISIN: MT0000811233

There are no special rights attached to the Participation Notes other than the right of the Participation Noteholders to: payment of interest and capital; ranking with respect to other indebtedness of the Issuer; attend, participate in and vote at meetings of Participation Noteholders in accordance with the Terms and Conditions of the Participation Notes; and enjoy all such other rights attached to the Participation Notes emanating from the Base Prospectus and, or the relevant Final Terms.

Participation Notes are transferable certificates issued by the Nominee and Placement Agent to a Registered Investor acknowledging the interest of the Registered Investor named therein in the Fiduciary Asset and evidences an entry in the Register of Investors held by the Nominee and Placement Agent. The Participation Notes will be issued in registered form and will not be issued in bearer form.

The minimum subscription amount of Tranche II Participation Notes that can be subscribed for by Applicants is €5,000, and in multiples of €1,000 thereafter.

The Tranche II Participation Notes are freely transferable and, once registered by the Nominee and Placement Agent, may be transferable in whole for a minimum face value of €1,000 and multiples of €1,000 thereafter.

3.2 Where will the securities be traded?

The Global Note and Participation Notes are transferable but shall not be traded on any regulated market or other trading facility.

3.3 What are the key risks that are specific to the securities?

3.3.1 Notes not traded on any regulated market

The Participation Notes are transferable but shall not be traded on any regulated market or other trading facility and, as a result, there may be no liquid market for the Participation Notes. The market for the Participation Notes may be less liquid than a regulated market or other trading facility and Participation Noteholders may find it more difficult to identify willing buyers for their Participation Notes. Participation Noteholders who wish to sell their Participation Notes may be unable to do so at an acceptable price, or at all, if insufficient liquidity exists in the market for the Participation Notes.

3.3.2 Status and ranking of the Global Note and Participation Notes and additional indebtedness or security

The Global Note, as and when issued and allotted, shall constitute the general, direct, unsecured and unconditional obligations of the Issuer. The Notes shall at all times rank *pari passu* without any priority or preference among themselves and, save for such exceptions as may be provided by applicable law, shall rank without priority and preference to all other present and future unsecured obligations of the Issuer, if any. Furthermore, third party security interests may be registered which will rank in priority to the Global Note against the assets of the Issuer for so long as such security interests remain in effect, which registration may further impede the ability of the Participation Noteholders to recover their investment upon enforcement of such security interests, whether in full or in part.

3.3.3 Complex financial instruments and suitability risk

Debt instruments which may be redeemed by an issuer prior to their maturity date are considered as having an embedded call option, with the price of the debt instruments taking these components into account. The Global Notes and Participation Notes may be redeemed at the option of the Issuer on an Early Redemption Date. In view of this early redemption component, the Notes are complex financial instruments for the purposes of MiFID II. Accordingly, the Notes are only suitable for investors who have the knowledge and experience to understand the risks related to the Notes. An investor must consult with an investment adviser before investing in the Notes. In particular, investors should consult with an investment adviser with a view to ascertaining that each prospective investor: (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in the Base Prospectus, Final Terms or any applicable supplement; (b) has sufficient financial resources and liquidity to bear all the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the prospective investor's currency and that the Notes meet the investment objectives of the prospective investor; (c) understands thoroughly the terms of the Notes; and (d) is able to evaluate (either alone or with the help of a financial adviser) 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 Notes, and the inherent risks associated with the Issuer's business.

3.3.4 The Global Note is redeemable at the option of the Issuer

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

3.3.5 Subsequent changes in interest rates and the possible impact of inflation

The Notes shall carry fixed interest rates. Investment in the Participation Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Participation Notes. The price of fixed income securities tends to move in a way that is inversely proportional to changes in interest rates. Moreover, the coupon payable on the Participation Notes is a nominal interest rate. The real interest rate is computed by subtracting inflation from the nominal interest rate, the result of which indicates the real return on the Participation Notes coupons.

There has been no public market for the Participation Notes within or outside Malta. Due to the absence of any prior market for the Notes, there can be no assurance that the price of the Participation Notes will correspond to the price at which the Participation Notes will trade in the market subsequent to the Issue.

3.3.7 Future public offers

No prediction can be made about the effect which any future public offerings of the Issuer's securities, or any takeover or merger activity involving the Issuer will have on the market price of the Notes prevailing from time to time.

3.3.8 Amendments to the Terms and Conditions of the Notes

If the Issuer wishes to amend any of the Terms and Conditions of the Global Note, it shall call upon the Nominee and Placement Agent to call a meeting of Participation Noteholders in accordance with the Base Prospectus. These provisions permit defined majorities to bind all Participation Noteholders, including Participation Noteholders who do not attend and vote at the relevant meeting and Participation Noteholders who vote in a manner contrary to the majority.

4. KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC

4.1 Under which conditions and timetable can I invest in this security?

4.1.1 Expected timetable

Subscription Period	26 October 2026 to 30 October 2026, both days included
Commencement of interest	30 October 2026
Announcement of basis of acceptance	4 November 2026
Refund of unallocated monies, if any	4 November 2026
Issuance of the Global Note	5 November 2026
Issuance of Participation Notes certificates	6 November 2026

The Nominee and Placement Agent reserves the right, following consultation with the Issuer, to shorten or extend the closing of the Subscription Period. In such 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. If the timetable is revised as described, the Interest Payment Dates and the Maturity Date may change, and any revised dates will be communicated by the Issuer by company announcement on its website, without the requirement to amend these Final Terms.

4.1.2 Plan of distribution, allotment, and allocation policy

The Tranche II Participation Notes shall be made available for subscription to all categories of investors. Applications for subscriptions to the Tranche II Participation Notes may be made through the Nominee and Placement Agent subject to a minimum Application of €5,000 and in multiples of €1,000 thereafter.

By not later than 4 November 2026, the Issuer shall announce the results of the offer through a company announcement on its website. It is expected that Tranche II Participation Notes certificates will be dispatched to Applicants by latest 6 November 2026. Dealings in the Tranche II Participation Notes shall not commence prior to the said notification.

The Subscription Period shall close immediately upon attaining full subscription.

In the event that the offer of Tranche II Participation Notes is not fully subscribed, the Issuer reserves the right to issue a further Tranche or Tranches of Notes, as part of this Series or as a separate Series.

4.1.3 Total estimated expenses

Professional fees, and costs related to publicity, advertising, printing, Nominee and Placement Agent fees, selling commission, and other miscellaneous expenses in connection with this Offer are estimated not to exceed €50,000 in the aggregate. There is no particular order of priority with respect to such expenses.

4.2 Why is this prospectus being produced?

4.2.1 The use and estimated net amount of the proceeds

The net proceeds from the Issue are expected to amount to approximately €1,950,000 and shall be applied for the following purposes:

(i) an amount of *circa* €450,000 will be used to part-finance the development of the extension of the E-Pantar building, known as Block D;
(ii) an amount of *circa* €750,000 will be used to partially re-finance the Group's strategic investments, with a view to rebalancing the Group's liquidity structure;
(iii) an amount of *circa* €450,000 will be used to partially finance the Group's investment in property development projects;
(iv) the remaining amount of *circa* €300,000 shall be used for operational and general corporate funding purposes of the Group.

4.2.2 Underwriting agreement

The Global Note is not subject to an underwriting agreement on a firm commitment basis.

4.2.3 Conflicts of interest pertaining to the Offer

Save for the above and for the possible subscription for Notes by the Nominee and Placement Agent and any fees payable to the Nominee and Placement Agent in connection with the Issue of this Tranche of Notes, so far as the Issuer is aware, no person involved in the offer of this Tranche II has any other interest that is material to the Offer.

ANNEX II – SPECIMEN SUBSCRIPTION AGREEMENT

HAL MANN VELLA GROUP P.L.C. (C 5067)

ISSUE OF UP TO
€2,000,000 6.25% UNSECURED NOTES 2031 - 2032

SUBSCRIPTION AGREEMENT

Dear Subscriber,

M.Z. Investment Services Ltd (the "**Nominee and Placement Agent**") addresses you as the prospective subscriber (the "**Subscriber**") of the offering of Participation Notes (the "**Offering**") as explained herein. The Nominee and Placement Agent is pleased to make a firm offer to you, pursuant to this subscription agreement (the **"Agreement**") to subscribe for Participation Notes issued by the Nominee and Placement Agent under the terms and conditions included in Annex A2 of the Base Prospectus dated 12 October 2026 issued by Hal Mann Vella Group p.l.c. (the "**Company**") in respect of the note issuance programme of up to €7,000,000 unsecured notes ("**Note Issuance Programme**"), comprising the issue by the Company of Global Notes in one or more tranches in favour of the Nominee and Placement Agent of and the subsequent transfer of participations in the Global Notes by the Nominee and Placement Agent through the issue of the Participation Notes (the "**Base Prospectus**").

Unless the context otherwise requires, words and expressions contained in this Subscription Agreement shall bear the same meanings as in the Base Prospectus and the Participation Note.

The Nominee and Placement Agent confirms its agreement with you as follows:

1. DESCRIPTION OF THE PARTICIPATION NOTES

(a) The Company is issuing Global Notes for the maximum aggregate principal amount of €7,000,000 (seven million Euro) to the Nominee and Placement Agent on behalf of the Registered Investors. The Nominee and Placement Agent in turn offers Participation Notes to prospective investors and makes these Participation Notes available to such investors.

(b) The Offering is more fully described in the Base Prospectus and the respective Final Terms.

2. PURCHASE OF THE PARTICIPATION NOTES BY THE SUBSCRIBER

(a) On the basis of the agreements herein contained, but subject to the terms and conditions as set out in Annex A2 of the Base Prospectus dated 12 October 2026, the Subscriber agrees to purchase the number of Participation Notes set out in Schedule 1 that shall be submitted by the Subscriber to the Nominee and Placement Agent by not later than 12:00 hours on 30 October 2026 (the "**Subscription Agreement Filing Date**").

(b) The Subscriber hereby undertakes that by no later than 12:00 hours of the Subscription Agreement Filing Date, the Subscriber shall effect payment by either bank transfer or cheque payable to 'MZ Investment Services Ltd'.

(c) By entering into this Agreement the Subscriber hereby acknowledges the irrevocable appointment of the Nominee and Placement Agent for the purposes of this Subscription Agreement and the subscription for Participation Notes arising therefrom, and acknowledges and accepts that he/she shall be bound by the terms and conditions of the Nominee and Placement Agent Agreement entered into by and between the Company and the Nominee and Placement Agent on 12 October 2026.

3. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations, warranties and agreements of the Company set out in the Terms and Conditions of the Participation Notes shall remain operative and in full force and effect in relation to the Subscriber regardless of any investigation made by or on behalf of the Subscriber with respect of any of the matters referred to in the representations and warranties, the completion of the arrangements set out in this Agreement for the purchase and sale of the Participation Notes or the termination of this Agreement, and they shall survive delivery of the Participation Notes to the Subscriber hereunder.

The Subscriber confirms that it has read the Base Prospectus and the applicable Final Terms and acknowledges that its investment is effected through Participation Notes issued by the Nominee and Placement Agent representing a beneficial interest in the relevant Global Note. The Subscriber further confirms that it has not relied on any oral statement or representation not contained in the said documents.

4. EFFECTIVE DATE OF THIS AGREEMENT TO SURVIVE DELIVERY

This Agreement shall become effective on the date of signature and execution thereof by the parties, provided that Participation Notes representing in aggregate the full amount of the Global Notes shall become valid when they are issued and subscribed to on the Subscription Date as defined in the Base Prospectus.

5. NOTICES

All notices or communications hereunder, may be communicated by hand, post or email by the Nominee and Placement Agent and the Subscriber on the other at their respective addresses as they may notify to the other party by the same means.

6. GOVERNING LAW

This Agreement shall be construed in accordance with Maltese Law and shall be subject to the jurisdiction of the Maltese Courts.

7. MISCELLANEOUS

(1) Time shall be of the essence of this Agreement.

(2) The heading to each clause is included for convenience only and shall not affect the construction or interpretation of this Agreement.

(3) This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party may enter into this Agreement by executing a counterpart.

If the foregoing accurately sets out the understanding between the Nominee and Placement Agent and the Subscriber, please so indicate by signing and returning this Subscription Agreement, whereupon this Subscription Agreement shall constitute a binding agreement among the Nominee and Placement Agent and each of the Subscribers.

Yours faithfully,

_____

For and on behalf of
M.Z. Investment Services Ltd

ACCEPTED AND AGREED

_____

Name & Signature of Subscriber/s
(all parties are to sign in the case of joint subscription)

Date: _____

SCHEDULE 1

Subscription Form

THIS SUBSCRIPTION AGREEMENT IS GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND IN THE BASE PROSPECTUS IN RESPECT OF THE ISSUE OF PARTICIPATION NOTES BY THE NOMINEE AND PLACEMENT AGENT AND IN VIEW OF THE ISSUE BY THE COMPANY OF UP TO €2,000,000 6.25% UNSECURED NOTES 2031 - 2032 TO THE NOMINEE AND PLACEMENT AGENT.

FULL NAME & SURNAME	I.D. CARD/PASSPORT	MOBILE NO.
JOINT HOLDER NAME & SURNAME	I.D. CARD/PASSPORT	MOBILE NO.
ADDRESS		

I/WE SUBSCRIBE TO PURCHASE AND ACQUIRE

AMOUNT IN FIGURES €	AMOUNT IN WORDS

6.25% HAL MANN VELLA GROUP P.L.C. UNSECURED PARTICIPATION NOTES 2031 - 2032 (MINIMUM €5,000 AND IN MULTIPLES OF €1,000 THEREAFTER) AT PAR, PAYABLE IN FULL UPON SUBSCRIPTION UNDER THE TERMS AND CONDITIONS AS DEFINED IN THE SAID BASE PROSPECTUS.

TAX MANDATE FOR INTEREST INCOME

Withholding tax of 15% is to be deducted from Note interest received Yes ☐ No ☐

INTEREST & REDEMPTION MANDATE

BANK	IBAN

SOURCE OF FUNDS

BANK FROM WHICH PAYMENT IS BEING MADE	SOURCE OF FUNDS *(Employment, investment income, inheritance, etc). Please provide additional information where relevant. See also **Note 1** below*

Note 1: *Where the subscription agreement is being completed in joint names, the name of the relevant applicant and the source from where the funds originated must be recorded.*

APPROPRIATENESS ASSESSMENT FORM (Primary Applicant)

This section is intended to assess the level of your knowledge in investing in 6.25% Unsecured Participation Notes 2031 - 2032 (the "Notes") issued by Hal Mann Vella Group p.l.c. (the "Issuer").

1	Do you understand that the Notes are transferable but will NOT be traded on any regulated market, and as a result may be less liquid?	YES	☐	NO	☐
2	Do you understand and accept that your investment is subject to the Terms and Conditions contained in the Base Prospectus?	YES	☐	NO	☐
3	Do you understand and accept that although a higher risk investment could result in higher returns, there is no guarantee and you may receive back less than you invested?	YES	☐	NO	☐
4	Do you understand that the past performance of the Issuer is not a guide to their respective future performance?	YES	☐	NO	☐
5	Do you understand that the Notes are also callable, which gives the right to the Issuer to buy back the Notes at par before maturity?	YES	☐	NO	☐
6	Do you have sufficient knowledge and experience to make a meaningful evaluation of the Notes, and the merits and risks of investing in the Notes?	YES	☐	NO	☐

DECLARATION

I/We certify that the answers I/we have given above are true and accept that I/we am/are fully aware of and correctly understand the risks in the Notes that I/we intend to subscribe for. ☐

APPROPRIATENESS ASSESSMENT FORM (Joint Applicant, *if applicable*)

This section is intended to assess the level of your knowledge in investing in 6.25% Unsecured Participation Notes 2031 - 2032 (the "Notes") issued by Hal Mann Vella Group p.l.c. (the "Issuer").

1.	Do you understand that the Notes are transferable but will NOT be traded on any regulated market, and as a result may be less liquid?	YES	☐	NO	☐
2.	Do you understand and accept that your investment is subject to the Terms and Conditions contained in the Base Prospectus?	YES	☐	NO	☐
3.	Do you understand and accept that although a higher risk investment could result in higher returns, there is no guarantee and you may receive back less than you invested?	YES	☐	NO	☐
4.	Do you understand that the past performance of the Issuer is not a guide to their respective future performance?	YES	☐	NO	☐
5.	Do you understand that the Notes are also callable, which gives the right to the Issuer to buy back the Notes at par before maturity?	YES	☐	NO	☐
6.	Do you have sufficient knowledge and experience to make a meaningful evaluation of the Notes, and the merits and risks of investing in the Notes?	YES	☐	NO	☐

DECLARATION

I/We certify that the answers I/we have given above are true and accept that I/we am/are fully aware of and correctly understand the risks in the Notes that I/we intend to subscribe for. ☐

TO BE COMPLETED BY THE NOMINEE AND PLACEMENT AGENT

☐ We consider that you possess the necessary knowledge and experience to understand and/or appreciate the risks associated with the Notes.

☐ We do not consider that you possess the necessary knowledge and experience to understand and/or appreciate the risks associated with the Notes. As a result, the Notes are not appropriate for you.

☐ We have not been provided with sufficient information to be able to assess whether the Notes are appropriate for you. As a result, we cannot determine whether the Notes are appropriate for you.

_____

Signature of Nominee and Placement Agent