

This document, which comprises an admission document, required by the rules of Prospects MTF, a market regulated as an MTF and operated by the Malta Stock Exchange (the “MSE” or “Exchange”), has been drawn up in compliance with the Prospects MTF Rules issued by the Exchange. This document does not comprise a document drawn up in terms of the EU Prospectus Directive (2003/71/EC) or for the purposes of the Listing Rules of the Listing Authority. In terms of article 2(3)(b)(ii) of the Companies Act, Chapter 386 of the laws of Malta, this Bond Issue does not constitute an offer of securities to the public and this document does not constitute a prospectus as defined in article 2(i) of the said Act.



SHOPPING MALLS  
FINANCE P.L.C.

A public limited liability company incorporated under the laws of Malta  
company registration number C 87809

In respect of an issue of  
**€7.5 million 5.35% Unsecured Bonds 2028**  
ISIN: MT0002001205

Guaranteed by\*  
D Shopping Malls Limited  
a private limited liability company registered in Malta  
company registration number C 87499

\*Prospective investors are to refer to the guarantee contained in Annex A of this Company Admission Document for a description of the Guarantee. Reference should also be made to the sections entitled “Risk Factors” contained in this Company Admission Document for a discussion of certain risk factors, which should be considered by prospective investors in connection with the Bonds including but not limited to the guarantee provided by D Shopping Malls Limited.

**COMPANY ADMISSION DOCUMENT**

**Dated 27 September 2018**

THE MSE HAS AUTHORISED THE ISSUE OF THIS DOCUMENT. THE MSE DOES NOT GIVE ANY CERTIFICATION, REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE POTENTIAL RISKS INVOLVED IN INVESTING IN THE SAID SECURITIES OR THE SAFETY OF INVESTING IN SUCH SECURITIES. THE MSE ACCEPTS NO RESPONSIBILITY FOR ACCURACY OR COMPLETENESS OF THIS ADMISSION DOCUMENT 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 THIS ADMISSION DOCUMENT. THE DIRECTORS OF THE ISSUER, ARE THE PERSONS RESPONSIBLE FOR THE INFORMATION CONTAINED IN THIS DOCUMENT. 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 DOCUMENT IS IN ACCORDANCE WITH FACTS AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORTANCE OF SUCH INFORMATION. THE DIRECTORS ASSUME FULL RESPONSIBILITY FOR ITS CONTENTS ACCORDINGLY.

THE MSE HAS AUTHORISED THE ADMISSION OF THESE SECURITIES ON PROSPECTS MTF, A MARKET REGULATED AS A MULTILATERAL TRADING FACILITY OPERATED BY THE MALTA STOCK EXCHANGE. THIS MEANS THAT THE SAID INSTRUMENTS ARE IN COMPLIANCE WITH THE ADMISSION REQUIREMENTS SET OUT IN THE PROSPECTS MTF RULES. IN PROVIDING THIS AUTHORISATION, THE MSE DOES NOT GIVE ANY CERTIFICATION REGARDING THE POTENTIAL RISKS IN INVESTING IN THE SAID INSTRUMENTS AND SUCH AUTHORISATION SHOULD NOT BE DEEMED OR CONSTRUED AS A REPRESENTATION OR WARRANTY AS TO THE SAFETY OF INVESTING IN SUCH INSTRUMENTS.

INVESTING IN COMPANIES ADMITTED TO PROSPECTS MTF MAY PUT AN INVESTOR'S CASH PARTLY OR WHOLLY AT RISK. SECURITIES ISSUED BY SMALL AND MEDIUM SIZED ENTERPRISES TEND TO BE ILLIQUID AND CARRY HIGHER RISKS. INVESTORS SHOULD THUS SEEK APPROPRIATE ADVICE AND READ THE WHOLE DOCUMENT BEFORE MAKING ANY INVESTMENT DECISIONS. THE VALUE OF INVESTMENTS CAN RISE, OR FALL AND PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE. IF YOU NEED ADVICE OR ARE REQUIRED UNDER APPLICABLE LEGISLATION TO SEEK ADVICE WITH RESPECT TO THIS SECURITIES ISSUE, YOU SHOULD CONSULT A DULY LICENSED INVESTMENT ADVISOR.

**APPROVED BY THE DIRECTORS**

Ms Diane Izzo

Mr Karl Izzo

Mr Nigel Scerri

Mr Edwin Pisani

Mr Joseph C Schembri

Dr Ian Vella Galea

Mr Francis Gouder

## IMPORTANT INFORMATION

THIS COMPANY ADMISSION DOCUMENT CONTAINS INFORMATION ON D SHOPPING MALLS FINANCE P.L.C. IN ITS CAPACITY AS ISSUER, D SHOPPING MALLS LIMITED IN ITS CAPACITY AS GUARANTOR, THEIR SUBSIDIARIES, AFFILIATES AND THE BUSINESS OF THE GROUP, IN ACCORDANCE WITH THE PROSPECTS MTF RULES ISSUED BY THE MALTA STOCK EXCHANGE.

APPLICATION HAS BEEN MADE TO THE EXCHANGE FOR THE BONDS TO BE ADMITTED TO TRADING ON PROSPECTS MTF. PROSPECTS MTF IS A MARKET REGULATED AS AN MTF AND OPERATED BY THE MALTA STOCK EXCHANGE DESIGNED PRIMARILY FOR EMERGING AND SMALLER COMPANIES TO WHICH A HIGHER INVESTMENT RISK TENDS TO BE ATTACHED. PROSPECTS MTF SECURITIES ARE NOT ADMITTED TO THE OFFICIAL LIST OF THE MALTA STOCK EXCHANGE.

THE INFORMATION CONTAINED HEREIN IS BEING MADE AVAILABLE IN CONNECTION WITH AN ISSUE BY THE ISSUER OF €7.5 MILLION UNSECURED BONDS 2028 OF A NOMINAL VALUE OF €100 EACH. THE BONDS SHALL BE ISSUED AT PAR AND BEAR INTEREST AT THE RATE OF 5.35% PER ANNUM PAYABLE ANNUALLY IN ARREARS ON 28 OCTOBER OF EACH YEAR UNTIL THE REDEMPTION DATE, WITH THE FIRST INTEREST PAYMENT FALLING DUE ON 28 OCTOBER 2019. THE NOMINAL VALUE OF THE BONDS WILL BE REPAYABLE IN FULL AT MATURITY ON 28 OCTOBER 2028. THE BOND ISSUE IS GUARANTEED BY D SHOPPING MALLS LIMITED.

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

THE MSE ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE COMPANY ADMISSION DOCUMENT 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 THIS ADMISSION DOCUMENT.

THE COMPANY ADMISSION DOCUMENT DOES NOT CONSTITUTE, AND MAY NOT BE USED FOR PURPOSES OF, AN OFFER OR INVITATION TO SUBSCRIBE FOR THE BONDS ISSUED BY THE ISSUER BY ANY PERSON IN ANY JURISDICTION: (I) TO MORE THAN 149 PERSONS PER MEMBER STATE OF THE EUROPEAN UNION OR A STATE FORMING PART OF THE EUROPEAN ECONOMIC AREA, NOT INCLUDING QUALIFIED INVESTORS (AS THE TERM IS DEFINED IN THE COMPANIES ACT); OR (II) IN WHICH SUCH OFFER OR INVITATION IS NOT AUTHORISED; OR (III) IN WHICH THE PERSON MAKING SUCH OFFER OR INVITATION IS NOT QUALIFIED TO DO SO; OR (IV) TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR INVITATION. THE DISTRIBUTION OF THE COMPANY ADMISSION DOCUMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED AND, ACCORDINGLY, PERSONS INTO WHOSE POSSESSION IT IS RECEIVED ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, SUCH RESTRICTIONS.

THE COMPANY ADMISSION DOCUMENT AND THE OFFERING, SALE OR DELIVERY OF ANY BONDS MAY NOT BE TAKEN AS AN IMPLICATION: (I) THAT THE INFORMATION CONTAINED IN THE COMPANY ADMISSION DOCUMENT IS ACCURATE AND COMPLETE SUBSEQUENT TO ITS DATE OF ISSUE; OR (II) THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN THE FINANCIAL POSITION OF THE ISSUER AND/OR THE GUARANTOR SINCE SUCH DATE; OR (III) THAT ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE COMPANY ADMISSION DOCUMENT 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.

INVESTING IN COMPANIES ADMITTED TO PROSPECTS MTF MAY PUT AN INVESTOR'S CASH PARTLY OR WHOLLY AT RISK. SECURITIES ISSUED BY SMALL AND MEDIUM SIZED ENTERPRISES ("SMEs") TEND TO BE ILLIQUID AND CARRY HIGHER RISKS. INVESTORS SHOULD THUS SEEK APPROPRIATE ADVICE AND READ THE WHOLE DOCUMENT BEFORE MAKING ANY INVESTMENT DECISION. A PROSPECTIVE INVESTOR SHOULD ALWAYS SEEK INDEPENDENT FINANCIAL ADVICE BEFORE DECIDING TO INVEST IN ANY FINANCIAL INSTRUMENT. A PROSPECTIVE INVESTOR SHOULD BE AWARE OF THE POTENTIAL RISKS IN INVESTING IN THE SECURITIES OF AN ISSUER AND SHOULD MAKE THE DECISION TO INVEST ONLY AFTER CAREFUL CONSIDERATION AND CONSULTATION WITH HIS OR HER OWN INDEPENDENT LEGAL ADVISORS, ACCOUNTANTS AND/OR OTHER FINANCIAL ADVISORS AS TO LEGAL, TAX, INVESTMENT OR ANY OTHER RELATED MATTERS CONCERNING THE BONDS AND THE COMPANY ADMISSION DOCUMENT.

IT IS THE RESPONSIBILITY OF ANY PERSON IN POSSESSION OF THIS DOCUMENT AND ANY PERSONS WISHING TO APPLY FOR ANY BONDS 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 COMPANY SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS OF SO APPLYING AND OF ANY APPLICABLE EXCHANGE CONTROL REQUIREMENTS AND TAXATION IN THE COUNTRIES OF THEIR NATIONALITY, RESIDENCE OR DOMICILE.

NO ACTION HAS BEEN OR WILL BE TAKEN BY THE ISSUER THAT WOULD PERMIT A PUBLIC OFFERING OF THE BONDS OR THE DISTRIBUTION OF THE COMPANY ADMISSION DOCUMENT (OR ANY PART THEREOF) OR ANY OFFERING MATERIAL IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED.

THE BONDS HAVE NOT BEEN NOR WILL THEY BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT, 1933 AS AMENDED, OR UNDER ANY FEDERAL OR STATE SECURITIES LAW AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR ANY AREA SUBJECT TO ITS JURISDICTION (THE "U.S.") OR TO OR FOR THE BENEFIT OF, DIRECTLY OR INDIRECTLY, ANY U.S. PERSON (AS DEFINED IN REGULATION "S" OF THE SAID ACT). FURTHERMORE, THE ISSUER WILL NOT BE REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT, 1940 AS AMENDED AND INVESTORS WILL NOT BE ENTITLED TO THE BENEFITS SET OUT THEREIN.

A COPY OF THE ADMISSION DOCUMENT HAS BEEN SUBMITTED TO THE MSE IN THE CONTEXT OF AN APPLICATION FOR ADMISSION OF THE BONDS TO PROSPECTS MTF. THE MSE HAS AUTHORISED THE ISSUE OF THIS DOCUMENT. BY SO DOING, THE MSE DOES NOT GIVE ANY CERTIFICATION, REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE POTENTIAL RISKS INVOLVED IN INVESTING IN THE SAID BONDS OR THE SAFETY OF INVESTING IN SUCH BONDS.

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

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

ALL ADVISORS TO THE ISSUER AND THE GUARANTOR HAVE ACTED AND ARE ACTING EXCLUSIVELY FOR THE ISSUER AND THE GUARANTOR IN RELATION TO THIS INTERMEDIARIES' OFFER AND HAVE NO

CONTRACTUAL, FIDUCIARY OR OTHER OBLIGATION OR RESPONSIBILITY 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 COMPANY ADMISSION DOCUMENT, NEITHER SHALL SUCH ADVISORS BE RESPONSIBLE FOR THE CONTENTS OF, AND ANY INFORMATION CONTAINED IN THE ADMISSION DOCUMENT, ITS COMPLETENESS OR ACCURACY OR ANY OTHER STATEMENT MADE IN CONNECTION THEREWITH.

THE ISSUER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DEALINGS MADE, REPRESENTATIONS GIVEN, PROCESSES ADOPTED, FUNDS COLLECTED OR APPLICATIONS ISSUED BY AUTHORISED INTERMEDIARIES IN THEIR EFFORT TO PLACE OR RE-SELL THE BONDS SUBSCRIBED BY THEM.

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

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

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 ADMISSION DOCUMENT AS A WHOLE AND SHOULD CONSULT THEIR OWN INDEPENDENT FINANCIAL AND OTHER PROFESSIONAL ADVISORS.

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## 1 DEFINITIONS

In this Company Admission Document, the following words and expressions shall bear the following meaning whenever such words and expressions are used in their capitalised form, except where the context otherwise requires:

<b>Act or Companies Act</b>	the Companies Act (Chapter 386 of the laws of Malta);
<b>Admission Document or Company Admission Document or Document</b>	this document in its entirety, including all its annexes;
<b>Applicant/s</b>	a person or persons whose name or names (in the case of joint applicants) appear in the registration details of an Application Form;
<b>Application/s</b>	the application to subscribe for Bonds made by an Applicant/s by completing an Application Form/s and delivering same to the Placement Agent, Manager, Registrar, and Trustee in accordance with the terms of this Company Admission Document;
<b>Application Form</b>	the form of application for subscription for Bonds, a specimen of which is contained in Annex F of this Company Admission Document;
<b>Authorised Intermediaries</b>	the licensed stockbrokers and financial intermediaries listed in Annex G of this Company Admission Document;
<b>Bondholder</b>	a holder of Bonds;
<b>Bond Issue</b>	the issue of the Bonds;
<b>Bond Issue Price</b>	the price of €100 per Bond;
<b>Bond(s) or Securities</b>	the €7.5 million unsecured bonds 2028 of a nominal value of €100 per bond issued at par and redeemable on the Redemption Date at their nominal value, bearing interest at the rate of 5.35% per annum;
<b>Business Day</b>	any day between Monday and Friday (both days included) on which commercial banks in Malta settle payments and are open for normal banking business;
<b>CAGR</b>	compound annual growth rate;
<b>CET</b>	Central European Time;
<b>Center Parc or Center Parc property</b>	the property identified in section 6.2.2.2;
<b>Center Parc Holdings Ltd</b>	Center Parc Holdings Ltd, a company registered under the laws of Malta with company registration number C 72342 and having its registered office at Time House, Dun Bartilmew Attard Street, Zebbug, Malta;
<b>Company or Issuer</b>	D Shopping Malls Finance p.l.c., a company registered under the laws of Malta with company registration number C 87809 and having its

	registered office at Dizz Buildings, Carob Street, St. Venera, SVR 1700, Malta;
<b>Corporate Advisor</b>	Grant Thornton of Fort Business Center, Mriehel Bypass, Mriehel, BKR 3000, Malta, and/or any related entity, and/or affiliate, as duly authorised to act as Corporate Advisor by the MSE, in terms of the Prospects MTF Rules;
<b>CSD</b>	the Central Securities Depository of the MSE authorised in terms of Part IV of the Financial Markets Act (Chapter 345 of the laws of Malta), having its address at Garrison Chapel, Castille Place, Valletta, VLT 1063, Malta;
<b>D Mall or D Mall property</b>	the property identified in section 6.2.2.1;
<b>DK Fashion Co. Ltd</b>	DK Fashion Co. Ltd, a company registered under the laws of Malta with company registration number C 47296 and having its registered office at Dizz Buildings, Triq il-Harruba, Santa Venera, SVR 1700, Malta;
<b>Directors or Board</b>	the directors of the Issuer whose names are set out in section 5.1, and 'Director' shall be construed accordingly;
<b>Dizz Finance p.l.c.</b>	Dizz Finance p.l.c., a company registered under the laws of Malta with company registration number C 71189 and having its registered office at Dizz Buildings, Carob Street, Santa Venera, Malta;
<b>Dizz Limited</b>	Dizz Limited, a company registered under the laws of Malta with company registration number C 26823 and having its registered office at Dizz Buildings, Carob Street, Santa Venera, SVR 1700, Malta;
<b>Dizz Group</b>	Dizz Group of Companies Limited and its subsidiaries, being the companies indicated in the organigram found in section 6.2.4;
<b>Dizz Group of Companies Limited</b>	Dizz Group of Companies Limited, a company registered under the laws of Malta with company registration number C 64435 and having its registered office at Dizz Buildings, Triq il-Harruba, Santa Venera, Malta;
<b>EBIT</b>	earnings before interest and taxation;
<b>EBITDA</b>	earnings before interest, taxation, depreciation and amortisation;
<b>Escrow Agreement</b>	the escrow agreement in place between the Escrow Agent and the Issuer whereby the Escrow Agent is appointed to hold the proceeds from the Bond Issue on escrow in accordance with this Company Admission Document;
<b>Euro or €</b>	the lawful currency of the Republic of Malta;
<b>Event(s) of Default</b>	event(s) of default as identified in section 22.13;
<b>Exchange, Malta Stock Exchange or MSE</b>	Malta Stock Exchange p.l.c., bearing company registration number C 42525 and having its registered office at Garrison Chapel, Castille Place, Valletta VLT 1063, Malta;

<b>FY</b>	Financial Year;
<b>Group or D Shopping Malls Group</b>	The Guarantor (parent company) and any subsidiary and associated company or entity, including the Issuer, in which the Guarantor has a controlling interest;
<b>Guarantee</b>	the joint and several guarantee dated 27 September 2018 granted by the Guarantor in favour of Bondholders as security for the punctual performance of the Issuer's payment obligations under the Bond Issue, subject to the terms and conditions contained in the said guarantee, a copy of which is appended to the Company Admission Document as Annex A hereto;
<b>Guarantor or Parent</b>	D Shopping Malls Limited, a company registered under the laws of Malta with company registration number C 87499 and having its registered office at Dizz Buildings, Carob Street, Santa Venera, Malta;
<b>IFRS</b>	International Financial Reporting Standards as adopted by the EU;
<b>Interest</b>	the interest payable in connection with the Bonds, being interest from and including 29 October 2018 at the rate of 5.35% per annum payable annually in arrears on the Interest Payment Date;
<b>Interest Payment Date</b>	annually, on 28 October of each year commencing on 28 October 2019 and ending and including the Redemption Date, 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;
<b>Intermediaries' Offer</b>	shall have the meaning set out in section 22.2 of this Company Admission Document;
<b>IRS</b>	Inland Revenue Services, which pertains to the United States of America;
<b>Issue Date</b>	1 October 2018;
<b>Issue Period</b>	the period between 08:30 hours (CET) on 1 October 2018 and 12:00 hours (CET) on 26 October 2018 (or such earlier date as may be determined by the Issuer) during which the Bonds are available for subscription;
<b>Laguna property</b>	the property identified in section 6.2.2.3;
<b>Listing Authority</b>	the board of governors, acting as the Listing Authority under the Malta Financial Services Authority Act (Chapter 330 of the laws of Malta);
<b>Listing Rules</b>	the listing rules issued by the Listing Authority, as may be amended from time to time;
<b>Memorandum and Articles of Association or M&amp;As</b>	the memorandum and articles of association of the Issuer in force at the time of publication of the Company Admission Document;

<b>MFSA</b>	the Malta Financial Services Authority, established in terms of the Malta Financial Services Authority Act (Chapter 330 of the laws of Malta);
<b>Placement Agent, Manager, Registrar and Trustee or Escrow Agent</b>	Jesmond Mizzi Financial Advisors Limited, a private limited liability company registered under the Laws of Malta and having its registered address situated at 67, Flat 3, South Street, Valletta, Malta, and bearing company registration number C 30176. Jesmond Mizzi Financial Advisors Limited is authorised to conduct investment services by the Malta Financial Services Authority in terms of the Investment Services Act (Chapter 370 of the laws of Malta) and is a member of the MSE;
<b>Properties</b>	the properties identified in section 6.2.2;
<b>Prospects MTF</b>	the market regulated as a multilateral trading facility operated by the MSE providing a venue for start-up and growth small to medium-sized enterprises to float their capital (including equity or debt) on the market;
<b>Prospects MTF List</b>	the list prepared and published by the MSE as its recognised list in accordance with the Prospects MTF Rules;
<b>Prospects MTF Rules</b>	the rules issued by the Board of Directors of the MSE regulating the Prospects MTF market;
<b>Prospectus Directive</b>	Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, and as may be further amended from time to time;
<b>Qui-si-sana property</b>	the property identified in section 6.2.2.4;
<b>Redemption Date</b>	28 October 2028;
<b>Redemption Value</b>	the nominal value of each Bond (€100 per Bond);
<b>Sliema Wanderers Football Club</b>	Sliema Wanderers Football Club of 21, Tower Road, Sliema, Malta;
<b>Small and medium sized enterprises or SMEs</b>	an enterprise as defined in Article 2(1) of the Companies Act (Chapter 386 of the laws of Malta) and in line with the Prospects MTF Rules, and ‘SMEs’ shall be construed accordingly;
<b>Spinola Development Company Limited</b>	Spinola Development Company Limited, a company registered under the laws of Malta with company registration number C 331 and having its registered office at Tumas Group Corporate Office, Level 3, Portomaso Business Tower, Portomaso, St. Julian’s, Malta;
<b>Sinking Fund</b>	the sinking fund referred to in Section 22.24 of this Company Admission Document;
<b>Summary</b>	a summary of the salient features of the Document, as contained in the section entitled “Summary”;

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<b>Terms and Conditions</b>	the terms and conditions of the Bonds which are included in section 24 of this Company Admission Document.
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All references in this Company Admission Document to “Malta” are to the “Republic of Malta”.

Unless it appears otherwise from the context:

- (a) words importing the singular shall include the plural and vice-versa;
- (b) words importing the masculine gender shall include the feminine gender and vice-versa;
- (c) the word “may” shall be construed as permissive and the word “shall” shall be construed as imperative;
- (d) any reference to a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations or trusts;
- (e) any reference to a person includes that person’s legal personal representatives, successors and assigns;
- (f) 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;
- (g) 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 time of issue of this Company Admission Document.

## 2 SUMMARY

### SECTION A – INTRODUCTION AND WARNINGS

#### A.1 Prospective investors are hereby warned that:

- i. this Summary is being provided to convey the essential characteristics and risks associated with the Issuer, the Guarantor and the Securities being offered pursuant to this Document. This section is merely a summary and, therefore, should only be read as an introduction to the Company Admission Document. 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 alone in deciding as to whether to invest in the Securities described in this Document. Any decision to invest in the Bonds should be based on consideration of the Company Admission Document as a whole by the investor;
- ii. where a claim relating to the information contained in this Company Admission Document is brought before a court, the plaintiff investor might, under the national legislation of Malta, have to bear the costs of translating the Company Admission Document before the legal proceedings are initiated; and
- iii. civil liability attaches only to those persons who have tabled the Summary including any translation thereof and who applied for its notification, but only if the Summary, when read together with the other parts of the Company Admission Document, is misleading, inaccurate or inconsistent; or does not provide key information in order to aid investors when considering whether to invest in such Securities.

#### A.2

Consent required for use of the Company Admission Document in connection with the Intermediaries' Offer, prospective investors are hereby informed that:

- i. for the purposes of any subscription for Bonds by Authorised Intermediaries pursuant to the Intermediaries' Offer and any subsequent resale, placement or other offering of Bonds by Authorised Intermediaries participating in the Intermediaries' Offer in circumstances where there is no exemption from the requirement to publish a Company Admission Document under the Prospects MTF Rules, the Issuer consents to the use of the Company Admission Document (and accepts responsibility for the information contained herein in accordance with the terms hereof) with respect to any such subsequent resale, placement or other offering of Bonds, provided this is limited only: (a) in respect of Bonds subscribed for in terms of the Intermediaries' Offer by Authorised Intermediaries participating in the Intermediaries' Offer; (b) to any resale, placement or other offering of Bonds subscribed for as aforesaid, taking place in Malta; and (c) to any resale, placement or other offering of Bonds subscribed for as aforesaid, taking place within the period of 60 days from the date of the Company Admission Document;
- ii. **in the event of a resale, placement or other offering of Bonds by an Authorised Intermediary subsequent to the Intermediaries' Offer, said Authorised Intermediary shall be responsible to provide information to prospective investors on the terms and conditions of the resale, placement or other offering at the time such resale, placement or other offering is made; and**
- iii. any new information with respect to Authorised Intermediaries unknown at the time of the approval of the Company Admission Document will be made available through a

company announcement which will also be made available on the Prospects MTF website and the Issuer's website [www.dizz.com.mt](http://www.dizz.com.mt).

## SECTION B – ISSUER AND GUARANTOR

- B.1** The legal and commercial name of the Issuer is D Shopping Malls Finance p.l.c. (company registration number 87809).

The legal and commercial name of the Guarantor is D Shopping Malls Limited (registration number C 87499).

<b>B.2</b>	<p>The Issuer was registered in Malta in terms of the Act on 13 August 2018 as a public limited liability company and is domiciled in Malta.</p> <p>The Guarantor was registered in Malta in terms of the Act on 26 July 2018 as a private limited liability company and is domiciled in Malta.</p>
<b>B.3</b>	<p><i>The following is an overview of the most significant trends affecting the Issuer and the Guarantor and the markets in which the D Shopping Malls Group operates:</i></p> <p>The Issuer has been set up to act as a financing company and its business is limited to the raising of capital and the lending of such capital to the Guarantor, the collection of interest from the Guarantor and the settlement of interest payable on capital raised from third parties. The Issuer does not have any substantial assets. Its role is limited to the financing of the Guarantor's operations and it is, accordingly, fully dependent on the cash flows of the Guarantor.</p> <p>The Guarantor is principally engaged in investing in, acquiring, holding and/or managing any land, building or other property for the purpose of deriving income therefrom. The Guarantor's principal activity is the management, operation and lease of the following four properties:</p> <ul style="list-style-type: none"> <li>- D Mall property, a shopping and commercial centre located in Tigne Point, as better defined in section 6.2.2.1;</li> <li>- 2,581 sqm in Center Parc, a shopping and commercial centre located in Triq it-Tigrija, Qormi, as better defined in section 6.2.2.2;</li> <li>- Laguna property, an apartment and car parking space located in the Laguna Complex, Portomaso Development, Spinola, St. Julian's, as better defined in section 6.2.2.3;</li> <li>- Qui-si-sana property, an apartment internally numbered 13, located at Waterside Place, Qui-si-sana, Sliema, which is adjoined to another apartment situated in 6, Byron Court, ix-Xatt ta' Qui-si-sana, Sliema, as better defined in section 6.2.2.4.</li> </ul> <p>It is the intention of the Guarantor to sub-lease the Properties to various tenants. As at the date of the Company Admission Document the Dizz Group has entered/is in the process of finalising four agreements with related parties to lease four retail outlets having a total area of 1,577sqm, eight non-binding letters of intent with third parties to lease eight retail outlets having a total area of 1,489 sqm and three non-binding letters of intent with related parties to lease three retail outlets having a total area of 180sqm situated in D Mall and Center Parc.</p> <p>Without prejudice to the risks identified in this Document, as at the time of publication of the Company Admission Document, the Issuer and the Guarantor consider that generally they shall be subject to the normal business risks associated with the business in which the</p>

D Shopping Malls Group companies operate, and, barring unforeseen circumstances, do not anticipate any particular trends, uncertainties, demands, commitments or events outside the ordinary course of business that could be deemed likely to have a material adverse effect on the upcoming prospects of the D Shopping Malls Group and its business, at least with respect to the current financial year. **However, investors are strongly advised to carefully read the risk factors in the Company Admission Document.**

*The following is a brief synopsis of the significant trends affecting the key areas of operation of the D Shopping Malls Group (refer to section 7.2 for further detail).*

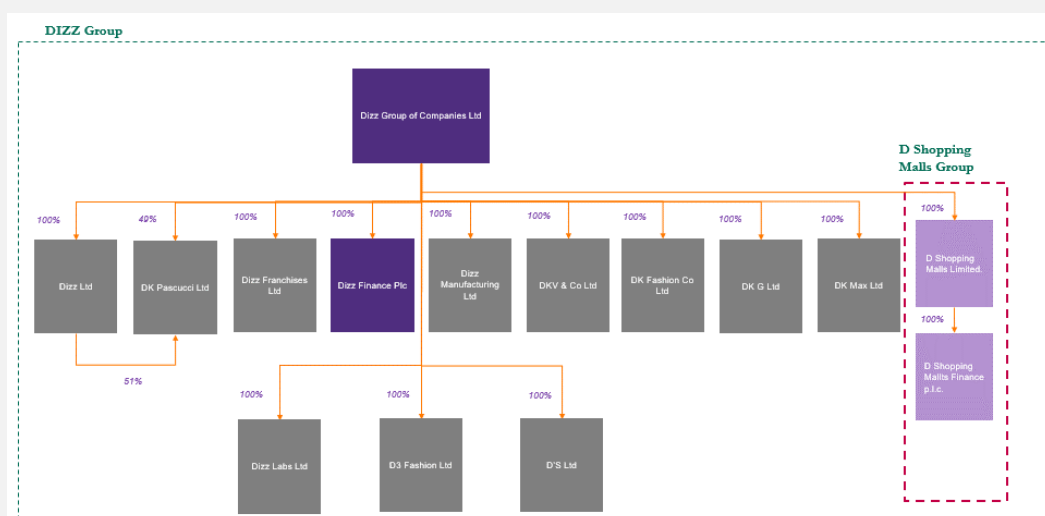
The D Shopping Malls Group was set up as a property managing company of the Dizz Group. In this regard, the Guarantor aims to continue to manage the Properties that fall under its responsibility. Consequently, its principal income stream will be the generation of income from lease agreements with third parties and/or companies within the Dizz Group. There has been no material adverse change in the prospects of the Guarantor since the date of its incorporation.

The D Shopping Malls Group's business prospects therefore predominantly revolve around the ability of the Guarantor to find suitable tenants to occupy the Properties, and for these tenants to service their obligations in a timely manner. The annual amounts receivable by the D Shopping Malls Group are based on the current residential and commercial rental rates, and assume that they will reflect market rates. Given the financial stability of the Dizz Group, the Directors are confident that the anticipated revenue streams in the coming year and foreseeable future will be generated on the basis assumed in this Company Admission Document.

#### B.4

The Issuer is, except for one share which is held by Dizz Group of Companies Limited, a fully-owned subsidiary of the Guarantor, which latter entity is the parent company of the D Shopping Malls Group. The Issuer is a special purpose vehicle set up to act as a financing company for the needs of the D Shopping Malls Group and, as such, it is dependent on the business prospects and operating results of its Parent.

The organisational structure of the D Shopping Malls Group as at the Company Admission Document is illustrated in the diagram below:



#### B.5

The Issuer and Guarantor are both companies which were incorporated in August and July 2018 respectively and since their incorporation and up to the date of the Company Admission Document no financial statements have been prepared. There has not been any

significant change in the financial or trading position of the Issuer or the Guarantor, which has occurred since the companies' date of incorporation.

Extracts from the projections of the D Shopping Malls Group for FY2019, FY2020, FY2021 and FY2022 are set out below (refer to section 8 for further detail). The following extracts assume that interest commences on 1 October 2018:

**Extract from the projected consolidated income statement**

€000	FY2019 Sep18-Dec19	FY2020 Jan-Dec	FY2021 Jan-Dec	FY2022 Jan-Dec
Revenue	2,225	2,876	2,362	2,478
Gross profit	1,351	2,033	1,517	1,630
Operating profit	993	1,586	1,061	1,166
Profit before tax	38	746	224	332
<b>Profit after tax</b>	<b>(194)</b>	<b>286</b>	<b>(51)</b>	<b>24</b>

Sources: D Shopping Malls Group forecasts for the period 1 September 2018 to 31 December 2019 and the years ending 31 December 2020, 2021 and 2022

**Extract from the projected consolidated statement of financial position as at 31 December**

€000	2019	2020	2021	2022
<b>ASSETS</b>				
Non-current assets	15,652	14,749	13,845	12,941
Current assets	1,279	2,610	3,219	4,102
<b>Total assets</b>	<b>16,931</b>	<b>17,358</b>	<b>17,064</b>	<b>17,044</b>
<b>EQUITY AND LIABILITIES</b>				
Equity	1,104	1,389	1,339	1,362
Total liabilities	15,827	15,969	15,725	15,682
<b>Total equity and liabilities</b>	<b>16,931</b>	<b>17,358</b>	<b>17,064</b>	<b>17,044</b>

Sources: D Shopping Malls Group forecasts for the period 1 September 2018 to 31 December 2019 and the years ending 31 December 2020, 2021 and 2022

**Extract from the consolidated statement of cash flows**

€000	FY2019 Sep18-Dec19	FY2020 Jan-Dec	FY2021 Jan-Dec	FY2022 Jan-Dec
Cash generated from operating activities	1,346	1,846	1,113	1,407
Cash used in investing activities	(7,651)	(550)	(513)	(529)
Cash generated from financing activities	7,368	-	-	-
<b>Net movement in cash and cash equivalents</b>	<b>1,062</b>	<b>1,296</b>	<b>600</b>	<b>878</b>
Cash and cash equivalents at beginning of period/year	-	1,062	2,358	2,958
<b>Cash and cash equivalents at end of year</b>	<b>1,062</b>	<b>2,358</b>	<b>2,958</b>	<b>3,836</b>

Sources: D Shopping Malls Group forecasts for the period 1 September 2018 to 31 December 2019 and the years ending 31 December 2020, 2021 and 2022

**B.6**

The Issuer is not intended to undertake any trading activities itself apart from the raising of capital and the advancing thereof to the Guarantor. Accordingly, the Issuer is economically dependent on the financial and operating performance of the Group.

The Issuer does not have any substantial assets and is essentially a special purpose vehicle set up to act as a financing company. The Issuer is, therefore, intended to serve as a vehicle through which the D Shopping Malls Group will continue to finance its future projects.

The Guarantor is the parent company of the Group and is principally engaged in investing in, acquiring, holding and/or managing any land, building or other property for the purpose of deriving income therefrom.

**B.7**

The Issuer was set up and established to act as a finance company. In terms of its Memorandum of Association, the main object for which the Issuer is constituted is to carry

on the business of a finance company in connection with the ownership, development, operation and financing of the business activities of any related company, whether in Malta or overseas, and thereby, to lend or advance money or otherwise give credit to any related company, with or without security, on such terms as the Directors may deem fit; and to invest and deal with the monies of related companies in such manner as the Directors may deem fit. The issue of bonds falls within the objects of the Issuer. Clause 3 of the Memorandum of Association contains the full list of objects of the Issuer.

The Guarantor, as the parent company of the Group, is principally engaged in investing in, acquiring, holding and/or managing any land, building or other property for the purpose of deriving income therefrom. In terms of its Memorandum of Association, the Guarantor is, amongst other things, empowered to guarantee the obligations of third parties up to an unlimited amount and/or to secure such guarantees by the constitution of a pledge over any of the Company's issued shares and/or by hypothecating any of the company's property, present and future, movable and immovable.

- B.8** The Issuer's current authorised and issued share capital is €50,000 divided into (i) 49,999 ordinary A shares of €1 each, fully paid up and held by the Guarantor; and (ii) 1 ordinary B share of €1, fully paid up and held by Dizz Group of Companies Limited.
- The Guarantor's current authorised share capital is €1,400,000 divided into 1,400,000 ordinary shares of €1 each and issued share capital is €721,200 divided into 721,200 ordinary shares of €1 each, fully paid up and held by Dizz Group of Companies Limited (company registration number C 64435).
- The Issuer and the Guarantor are ultimately owned 100% by Ms Diane Izzo and Mr Karl Izzo, in equal shares.
- B.9** In terms of the Guarantee, the Guarantor irrevocably and unconditionally guarantees to each Bondholder that if for any reason the Issuer fails to pay any sum payable by it to such Bondholder, pursuant to the terms and conditions of the Bonds, as and when the same shall become due, the Guarantor will pay to such Bondholder on demand the amount payable by the Issuer to such Bondholder.
- The obligations of the Guarantor under the Guarantee shall remain in full force and effect until no sum remains payable to any Bondholder pursuant to the issue of the Bonds.

## SECTION C – THE SECURITIES

- C.1** The Issuer shall issue an aggregate of €7.5 million in Bonds 2028 having a nominal value of €100 per Bond, subject to a minimum subscription of €5,000 in Bonds and multiples of €100 thereafter, pursuant to an offer made in accordance with this Company Admission Document to less than 150 persons per Member State of the European Union or a state forming part of the European Economic Area as provided in Article 2(3)(b)(ii) of the Companies Act, not including qualified investors (as the term is defined in the Companies Act). The Bonds will be issued in fully registered form and will be represented in uncertificated form by the appropriate entry in the electronic register maintained on behalf of the Issuer at the CSD. On admission to trading on Prospects MTF, the Bonds will have the following ISIN: MT0002001205. The Bonds shall bear interest at the rate of 5.35% per annum. The Bonds shall be repayable in full upon maturity unless previously re-purchased and cancelled, provided that the Issuer reserves the right to purchase any Bonds on the

secondary market, at the price they would be trading at the time, prior to the Bonds' Redemption Date.

<b>C.2</b>	The Bonds are denominated in Euro (€).
<b>C.3</b>	The Bonds are freely transferable and, once admitted to the Prospects MTF, shall be transferable only in whole in accordance with the rules and regulations of the MSE applicable from time to time.
<b>C.4</b>	<p>Subject to the terms of the offer being made pursuant to this Company Admission Document, investors wishing to participate in the Bonds will be able to do so by duly executing the appropriate Application Form in relation to the Bonds. Execution of the Application Form will entitle such investor to:</p> <ul style="list-style-type: none"> <li>i. the receipt of interest;</li> <li>ii. the repayment of capital;</li> <li>iii. ranking with respect to other indebtedness of the Issuer and Guarantor in accordance with the status of the Bonds, as follows: “the Bonds constitute the general, direct, unconditional and unsecured obligations of the Issuer, guaranteed by the Guarantor, and shall at all times rank <i>pari passu</i>, without any priority or preference among themselves and with other outstanding and unsecured debt of the Issuer and Guarantor, present and future”;</li> <li>iv. attend, participate in and vote at meetings of Bondholders in accordance with the Terms and Conditions of the Bond Issue; and</li> <li>v. enjoy all such other rights attached to the Bonds emanating from the Company Admission Document.</li> </ul> <p>The Bonds would rank after any future debts which may be secured by a cause of preference such as a pledge, privilege and/or a hypothec.</p>
<b>C.5</b>	<p>The issue and allotment of the Bonds is conditional upon the Bonds being admitted to the Prospects MTF List of the MSE. The Bonds shall bear interest from and including 29 October 2018 at the rate of 5.35% per annum on the nominal value thereof, payable annually in arrears on each Interest Payment Date. The first interest payment will be affected on 28 October 2019 (covering the period 29 October 2018 to 28 October 2019). For Bonds issued at the Bond Issue Price, the gross yield calculated on the basis of the Interest, the Bond Issue Price and the Redemption Value of the Bonds at Redemption Date is 5.35%. The Bonds will mature on 28 October 2028, unless previously repurchased and cancelled. The Issuer may at any time purchase the Bonds in the open market or otherwise at any price. Any purchase by tender shall be made available to all Bondholders alike. All Bonds so purchased will be cancelled forthwith and may not be re-issued or re-sold.</p>
<b>C.6</b>	<p>Application has been made to the MSE for the Bonds to be issued pursuant to the Company Admission Document and to be admitted and traded on its Prospects MTF. The Bonds are expected to be admitted to Prospects MTF with effect from 29 October 2018 and trading is expected to commence on 30 October 2018. While the MSE has disclaimed responsibility for the contents of this Company Admission Document, it has authorised the issue of the said Admission Document in respect of this Application. Dealing may commence prior to notification of the amount allotted being issued to Applicants.</p>

## SECTION D – RISKS

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

The Company Admission Document contains statements that are, or may be deemed to be, “forward-looking statements”, which relate to matters that are not historical facts and which may involve projections of future circumstances. These forward-looking statements are subject to a number of risks, uncertainties and assumptions and important factors that could cause actual risks to differ materially from the expectations of the Issuer’s and Guarantor’s respective directors. No assurance is given that the future results or expectations will be achieved.

In so far as prospective investors seek advice from Authorised Intermediaries concerning an investment in the Bonds, Authorised Intermediaries are to determine the suitability of prospective investors’ investment in the Bonds in the light of said prospective investors’ own circumstances. The Bonds may not be a suitable investment for all investors. In particular, Authorised Intermediaries should determine whether each prospective investor: (i) has sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in the Company Admission Document or any applicable supplement; (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of his/her/its particular financial situation, an investment in the Bonds and the impact the Bonds will have on his/her/its overall investment portfolio; (iii) has sufficient financial resources and liquidity to bear all the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the prospective investor’s currency; (iv) understands thoroughly the terms of the Bonds and is familiar with the behaviour of any relevant indices and financial markets; and (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect his/her/its investment and his/her/its ability to bear the applicable risks.

Below is a summary of the principal risks associated with the Bonds of the Company (refer to section 3 for further detail) – there may be other risks which are not mentioned in this Summary and/or in this Company Admission Document. Investors are therefore urged to consult their own financial or other professional advisors with respect to the suitability of investing in the Bonds.

### D.1 Risks relating specifically to the Issuer

- i. The Issuer has the function of acting as a finance company, with its main purpose being that of financing the funding requirements of the Guarantor, and as such, its assets consist of the loans to be issued to the Guarantor, as mentioned hereinafter in section E.1. Consequently, the Issuer is entirely dependent on receipt of interest and loan repayments from the Guarantor.
- ii. The D Shopping Malls Group is ultimately owned exclusively by Diane Izzo and Karl Izzo, in equal proportions respectively. The Issuer is owned as to 99.998% by the Guarantor and 0.002% by Dizz Group of Companies Limited, who exercise effective control over the Issuer. These individuals are considered important to the success of the Issuer and the unexpected loss of any of these persons or a dilution in their

influence over the Issuer and their business could have an adverse effect on the Issuer. There can be no assurance that such individuals will not at any time during the term of the Bonds dispose of any interest, direct or indirect, in the Issuer or the D Shopping Malls Group.

- iii. This Company Admission Document features projected revenues of the D Shopping Malls Group. Forecasts are inherently subject to the risks of adverse unexpected events which may affect the revenue streams and profitability of the D Shopping Malls Group or the Issuer. The forecasts set out in this Company Admission Document are dependent on a number of assumptions and future expectations that may or may not occur. The non-occurrence of those future expectations could have material effects on the financial position and results of the D Shopping Malls Group and the Issuer.

## **D.2 Risks relating to the D Shopping Malls Group and its business**

- i. At the date of this Company Admission Document, approval of the Commercial Sports Facilities Commission was not yet received and consequently a full development permit to the change of use of the property from sports facilities to Class 4 commercial property at Level 0 and Class 5 financial, professional and other offices at Level -1 was not yet submitted and approved. Furthermore, the permit to excavate Center Parc site, construct two levels of underground parking, construct level of retail and DIY space with ancillary facilities and construct recessed first floor of retail space and offices (Class 4A & 4B) as well as to sanction extra excavations from that approved in PA/05444/16 is still pending. In addition, the assignment agreement between Dizz Limited and the Guarantor relating to the Center Parc property has not yet been finalised. The leasing of the D Mall is subject to the successful approvals from the Commercial Sports Facilities Commission and Planning Authority, whilst the leasing of Center Parc is subject to the successful approval from the Planning Authority and subsequent development by Center Parc Holdings Ltd, as well as the conclusion of the assignment agreement between Dizz Limited and the Guarantor. Should the necessary approvals, assignment and permits not be obtained for whatever reason or should they take long to be obtained, the Guarantor will not be in a position to manage and/or operate D Mall and Center Parc and/or benefit from the revenue generated from the lease of the office and/or retail spaces forming part of D Mall and Center Parc, according to the Group's projections.
- ii. The Issuer relies on the revenues it expects to generate from the lease of office and/or retail and/or residential spaces forming part of the Properties. There can be no guarantee that the Issuer will find and/or continue to find suitable tenants for these Properties on the terms it seeks from time to time. In addition, the financial stability of the Issuer's tenants may change over time. Defaults by tenants could result in a reduction in rental revenue, which could require the D Shopping Malls Group to incur costs in enforcing rights under the lease of a defaulting tenant, including eviction and re-leasing costs. Any adverse changes in tenants' financial condition may negatively affect cash flows generated by the tenants. Further, if the Guarantor's tenants decide to terminate the lease, the Guarantor may not be able to re-let their space on terms not less favourable than those it currently applies or expects to apply, if at all. If tenants were to default on or fail to renew their leases, the Guarantor may need to expend significant time and money in attracting replacement tenants. Any of the foregoing factors may adversely affect the business, financial condition and results of operations of the D Shopping Malls Group.

- iii. The property market in Malta is a very competitive market that can influence the lease of office and/or retail and/or residential spaces forming part of the D Shopping Malls Group.
- iv. The Issuer's operations and the results of its operations are subject to a number of market and economic conditions generally which may have a significant impact on the lease of office and/or retail and/or residential spaces of the D Shopping Malls Group. These include factors such as the state of the local property market, general market conditions, inflation and fluctuations in interest rates, exchange rates, property prices and other economic and social factors affecting demand for real estate generally.
- v. A portion of the D Shopping Malls Group's costs are fixed and operating results are vulnerable to short-term changes in its revenue.
- vi. At the date of this Company Admission Document, the terms of the purchase and acquisition of the Laguna property are set out in a promise of sale agreement and therefore the acquisition is subject to the successful conclusion of the final deed of sale. Should the seller of the Laguna property or the Guarantor fail to appear on the final deed of sale for whatever reason including but not limited to the fulfilment of the conditions to which completion is subject, the Guarantor will not be in a position to manage and lease the Laguna property and benefit from the revenue generated from the lease forming part of the Laguna property.
- vii. The D Shopping Malls Group will have a material amount of debt and may incur additional debt in connection with its future growth. The D Shopping Malls Group's indebtedness could adversely affect its financial position as well as its ability to raise further finance in future.
- viii. The D Shopping Malls Group believes that its growth is partially attributable to the efforts and abilities of the members of its executive management team and other key personnel. If one or more of the members of this team were unable or unwilling to continue in their present position, the D Shopping Malls Group might not be able to replace them within the short term, which could have a material adverse effect on the D Shopping Malls Group's business, financial condition and results of operations.
- ix. Historically, the Dizz Group has maintained insurance at levels determined by the Dizz Group to be appropriate in light of the cost of cover and the risk profiles of the business in which the Dizz Group operates. It is intended for the D Shopping Malls Group to adopt a similar policy in respect of insurance coverage for its operations. With respect to losses for which the D Shopping Malls Group shall be covered by its policies, it may be difficult and may take time to recover such losses from insurers. In addition, the D Shopping Malls Group may not be able to recover the full amount from the insurer. No assurance can be given that the D Shopping Malls Group's insurance coverage will 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.
- x. As with any business, the D Shopping Malls Group is at risk in relation to changes in laws and regulations and timing and effects of changes in the laws and regulations to which it is subject, including changes in the interpretation thereof which cannot be predicted. No assurance can be given as to the impact of any possible judicial decision or change in law or administrative practice after the date of the Company Admission Document upon the business and operations of D Shopping Malls Group companies.

- xi. Reputational risk could be particularly damaging for the D Shopping Malls Group since the nature of its business requires maintaining the confidence of clients and of the general marketplace.
- xii. The nature of the D Shopping Malls Group's business necessitates that adequate importance is given to maintaining compliance with international health and safety standards. The failure to comply with such standards could expose the D Shopping Malls Group to third party claims which could in turn have a material adverse effect on its business and profitability.
- xiii. All industries are subject to legal claims, with and without merit. Defence and settlement costs can be substantial, even with respect to claims that have no merit. Due to the inherent uncertainty of the litigation and dispute resolution process, there can be no assurance that the resolution of any particular legal proceeding or dispute will not have a material adverse effect on the D Shopping Malls Group's future cash flow, results of operations or financial condition.
- xiv. The D Shopping Malls Group's activities potentially expose it to a variety of financial risks, including market risk (principally interest rate risk and fair value risk), credit risk and risks associated with the unpredictability of financial markets, all of which could have adverse effects on the financial performance of the D Shopping Malls Group.
- xv. Information technology systems failure or disruption could impact the D Shopping Malls Group's day-to-day operations.
- xvi. Failure to protect customers' confidential and/or personal information could significantly impact the D Shopping Malls Group's reputation and expose the D Shopping Malls Group to litigation and/or penalties.

### **D.3 Essential information on the key risks specific to the Bonds**

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

- i. Prior to the Bond Issue, there has been no public market nor trading record of the Bonds within or outside Malta. Due to the absence of any prior market for the Bonds, there can be no assurance that the Bond Issue Price will correspond to the price at which the Bonds will trade in the market subsequent to the Bond Issue.
- ii. Only upon successful admission, may the Bonds be traded on Prospects MTF but will NOT be traded on any regulated market. Hence, the market for the Bonds may be less liquid than a regulated market and a Bondholder may find it more difficult to identify willing buyers for their Bonds. The existence of an orderly and liquid market depends on a number of factors. Accordingly, there can be no assurance that an active secondary market for the Bonds will develop, or if it develops, that it will continue. Furthermore, there can be no assurance that an investor will be able to sell or otherwise trade in the Bonds at all.

- iii. Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds.
- iv. A Bondholder will bear the risk of any fluctuations in exchange rates between the currency of denomination of the Bonds (€) and the investor's currency of reference, if different.
- v. No prediction can be made about the effect which any future public offerings of the Issuer's securities, or any takeover or merger activity involving the Issuer, will have on the market price of the Bonds prevailing from time to time.
- vi. The Issuer is entitled to issue Bonds bearing a fixed rate of interest. Investment in such fixed rate Bonds involves the risk that subsequent changes in market interest rates may adversely affect the market value of the said Bonds. Investors should also be aware that the price of the fixed rate bonds moves adversely to changes in interest rates.
- vii. The value of investments can go up or down and past performance is not necessarily indicative of future performance. The nominal value of the Bonds will be repayable in full upon maturity on the Redemption Date unless the Bonds are previously re-purchased and/or cancelled.
- viii. Application has been made to the MSE for the Bonds to be admitted and traded on Prospects MTF. Prospects MTF is a market regulated as a multilateral trading facility and operated by the MSE and provides a venue for SMEs to float their securities. Consequently, this market is designed primarily for companies to which a higher risk than that associated with established companies tends to be attached. A prospective investor should be aware of the potential risks in investing in such companies and should make the decision to invest only after careful consideration and consultation with his or her own independent financial advisor.
- ix. Even after the Bonds are admitted to trading on Prospects MTF, the Issuer is required to remain in compliance with certain requirements relating, *inter alia*, to the free transferability, clearance and settlement of the Bonds in order to remain eligible to trade on Prospects MTF in terms of the Prospects MTF Rules issued by the Exchange as amended from time to time. Moreover, the MSE has the authority to suspend trading of the Bonds if, *inter alia*, it comes to believe that such a suspension is required for the protection of investors or the integrity or reputation of the market. The MSE may discontinue the trading of the Bonds on Prospects MTF. Any such trading suspension or listing revocations/discontinuance could have a material adverse effect on the liquidity and value of the Bonds.
- x. The Bonds shall constitute the general, direct, unconditional and unsecured obligations of the Issuer, and shall be guaranteed in respect of both the interest due and the principal amount under said Bonds by the Guarantor. The Bonds shall at all times rank *pari passu*, without any priority or preference among themselves and, save for such exceptions as may be provided by applicable law, shall rank without priority and preference to all other present and future unsecured obligations of the Issuer and the Guarantor. The Bonds will, however, rank subordinate to the present and future secured creditors of the Issuer and the Guarantor, if any. Furthermore, subject to the negative pledge (section 22.5 of this Company Admission Document), third party security interests may be registered which will rank in priority to the Bonds against the assets of the Issuer and the Guarantor for so long as such security interests remain in effect.

- xii. In view of the fact that the Bonds are being guaranteed by the Guarantor, Bondholders are entitled to request the Guarantor to pay both the interest due and the principal amount under said Bonds if the Issuer fails to meet any amount, when due. The strength of this undertaking on the part of the Guarantor and, therefore, the level of recoverability by the Bondholders from the Guarantor of any amounts due under any of the Bonds is dependent upon and directly linked to the financial position and solvency of the Guarantor, such that the level of recoverability is further dependent upon the existence or otherwise of any prior ranking claims over the assets of the Guarantor. Furthermore, subject to the negative pledge clause (section 22.5 of this Company Admission Document), third party security interests may be registered which will rank in priority to the Bonds against the assets of the Issuer and of the Guarantor, as the case may be, for so long as such security interests remain in effect.
- xiii. The issue and allotment of the Bonds is conditional upon the Bonds being admitted to the Prospects MTF List.
- xiv. The Issuer has not sought, nor does it intend to seek, the credit rating of an independent rating agency and there has been no assessment by any independent rating agency of the Bonds.
- xv. In the event that the Issuer wishes to amend any of the Terms and Conditions of the issue of the Bonds it shall call a meeting of Bondholders in accordance with the provisions of section 22.16 of the Company Admission Document. These provisions permit defined majorities to bind all Bondholders, including Bondholders who do not attend and vote at the relevant meeting and Bondholders who vote in a manner contrary to the majority.
- xvi. The Bonds and the Terms and Conditions of the Bond Issue are based on the requirements of the Prospects MTF Rules, the Companies Act and applicable regulations in effect as at the date of the Company Admission Document. No assurance can be given as to the impact of any possible judicial decision or change in law or administrative practice after the date of the Company Admission Document.
- xvii. The funds or assets constituting the Sinking Fund (as described in section 22.24 of the Company Admission Document) shall be held by Jesmond Mizzi Financial Advisors Limited as trustees for the benefit of the Issuer. In accordance with Section 302 of the Act, in the event of winding up of the Issuer, where the assets are insufficient to meet the liabilities, the right of secured and unsecured creditors (which include the Bondholders) and the priority and ranking of their debts shall be regulated by the law for the time being in force. Accordingly, in view of the unsecured rights of Bondholders under the Bonds, any secured creditors of the issuer shall have recourse to the funds or assets constituting the sinking fund to satisfy their secured claims with priority over Bondholders.

## **SECTION E – SECURITIES**

### **E.1 USE OF PROCEEDS**

The proceeds from the Bond Issue, which net of issue expenses are expected to amount to approximately €7,318,000, will be used by the Issuer for the following purposes in the following order of priority, and should the amount not be utilised in full, such additional proceeds will be used for the following purposes:

- A. a maximum amount €611,000 will be advanced under title of loan to the Guarantor to pay the final payment on the Laguna property upon deed of sale, inclusive of any professional fees, stamp duty and furniture expenses. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;
- B. a maximum amount of €2,420,000 of the proceeds from the Bonds will be advanced under title of loan to the Guarantor to be utilised for the payment of upfront rent to Sliema Wanderers Football Club. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;
- C. a maximum amount of €1,587,000 of the proceeds from the Bonds will be advanced under title of loan to the Guarantor to be utilised to finish the D Mall property. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;
- D. a maximum amount of €1,000,000 of the net proceeds from the Bonds will be advanced under title of loan to the Guarantor to be utilised to finish the Center Parc property. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;
- E. a maximum amount €1,700,000 will be advanced under title of loan to the Guarantor to acquire the Qui-si-sana property. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent; and
- F. any remaining balance of the net Bond Issue proceeds will be advanced under title of loan to the Guarantor and will be used for general corporate funding purposes.

For further detail, refer to section 21.

<b>E.2</b>	<p>Subject to the terms of the offer being made pursuant to this Company Admission Document (refer to Company Admission Document Part II), the Bonds are open for subscription by Authorised Intermediaries through an Intermediaries' Offer. The total amount of the Bond is being reserved for subscription by Authorised Intermediaries participating in the Intermediaries' Offer. In this regard, the Issuer may enter into conditional subscription agreements with a number of Authorised Intermediaries for the subscription of Bonds, whereby it will bind itself to allocate the Bonds thereto up to the total amount of €7.5 million as aforesaid during the Intermediaries' Offer.</p> <p>In terms of each subscription agreement entered into with an Authorised Intermediary, the Issuer will be conditionally bound to issue, and each Authorised Intermediary will conditionally bind itself to subscribe for, a number of Bonds as indicated therein, without prejudice to the terms of the offer being made pursuant to this Company Admission Document, and subject to the Bonds being admitted to trading on the Prospects MTF. Authorised Intermediaries subscribing for Bonds may do so for their own account or for the account of underlying customers, including retail customers, and shall, in addition, be entitled to distribute any portion of the Bonds subscribed for upon commencement of trading.</p> <p>Applications for subscriptions to the Bonds may be made through the Placement Agent, Manager, Registrar and Trustee during the Issue Period on a first-come-first-served basis, provided that the offer being made hereon is not being made to more than 149 persons per Member State of the European Union or a state forming part of the European Economic Area, not including qualified investors (as the term is defined in the Companies Act). The Issue Period shall close immediately upon attaining full subscription or on the last day of the Issue Period, whichever is the earliest. It is</p>
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expected that notification of allotment will be announced to Bondholders within five (5) Business Days from the closing of the Issue Period.

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

#### 1. Form, Denomination and Title

The Bonds will be issued in fully registered form in denominations of any integral multiple of €100 provided that on subscription the Bonds will be issued for a minimum of €5,000 per individual Bondholder. Authorised Intermediaries subscribing to the Bonds through nominee accounts for and on behalf of clients shall apply the minimum subscription amount of €5,000 to each underlying client.

#### 2. Redemption and purchase

Unless previously purchased and cancelled, the Issuer hereby irrevocably covenants in favour of each Bondholder that the Bonds will be redeemed at their nominal value (together with interest accrued to the date fixed for redemption) on 28 October 2028. Subject to the provisions of this paragraph, the Issuer may at any time purchase Bonds in the open market or otherwise at any price. Any purchase by tender shall be made available to all Bondholders alike. All Bonds so purchased will be cancelled forthwith and may not be re-issued or re-sold.

#### 3. Payments

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

#### 4. Interest and Yield

The Bonds shall bear interest at the rate of 5.35% per annum payable annually on 28 October of each year. Interest shall accrue as from 29 October 2018. The first Interest Payment Date following the issuance of this Company Admission Document shall be 28 October 2019. Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day.

The gross yield calculated on the basis of the interest, the Bond Issue Price and the redemption value of the Bonds at Redemption Date, is 5.35%

#### 5. Status of the Bonds

The Bonds shall constitute the general, direct, unconditional and unsecured obligations of the Issuer, guaranteed by the Guarantor and shall at all times rank *pari passu*, without any priority or preference among themselves and with other unsecured debt of each of the Issuer and Guarantor.

## 6. Events of Default

Section 22.13 sets out a list of events of default the occurrence of which would result in the Bonds becoming immediately due and repayable at their principal amount, together with accrued interest.

## 7. Transferability of the Bonds

The Bonds are freely transferable and once admitted to the Prospects MTF, shall be transferable only in whole (in multiples of €100) in accordance with the rules and regulations of Prospects MTF and the MSE applicable from time to time. If the Bonds are transferred in part, such an attempted partial transfer will not be cleared and the transferee thereof will not be registered as a Bondholder or become entitled to claim from the Issuer any purported benefit therefrom.

## 8. Register of Bondholders

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

## 9. Further Issues

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

## 9. Meetings of Bondholders

The Issuer may, from time to time, call meetings of Bondholders for the purpose of consultation with Bondholders or for the purpose of obtaining the consent of Bondholders on matters which in terms of the Company Admission Document require the approval of a Bondholders' meeting.

## 10. Governing Law and Jurisdiction

The Bonds have been created, and the Bond Issue relating thereto is being made, in accordance with the Companies Act. The Bonds, and all contractual arrangements arising therefrom, shall be governed by and shall be construed in accordance with Maltese law. Any legal action, suit or proceedings against the Issuer and/or the Guarantor arising out of or in connection with the Bonds and/or the Company Admission Document shall be brought exclusively before Maltese courts and the Bondholder shall be deemed to acknowledge that it is submitting to the exclusive jurisdiction of such courts.

## 11 Sinking Fund

The Issuer undertakes that as from the financial year ending 31 December 2024 it shall, over a period of five years, build a Sinking Fund the value of which will by the Redemption Date be equivalent to 100% of the value of the issued Bonds.

The Issuer shall make periodic payments for the purpose of building up the Sinking Fund. The following table sets out the minimum amounts to be paid by the Issuer for this purpose:

### Sinking fund contribution for the years ending 31 December

€000	2024	2025	2026	2027	2028
Annual contribution	1,500	1,500	1,500	1,500	1,500
Cumulative balance	1,500	3,000	4,500	6,000	7,500

- E.3** Jesmond Mizzi Financial Advisors Limited may hold clients' money on their behalf in a clients' accounts.

Save for the subscription for Bonds by the Authorised Intermediaries (which include the Placement Agent, Manager, Registrar and Trustee) and any fees payable to Jesmond Mizzi Financial Advisors Limited as Placement Agent, Manager, Registrar and Trustee in connection with the Bond Issue, to the best of the Issuer's knowledge no person involved in the Issue has an interest material to the Bond Issue.

- E.4** Professional fees and costs related to publicity, advertising, printing, registration, selling commission and other miscellaneous costs incurred in connection with this Bond Issue are estimated not to exceed €182,000 and shall be borne by the Issuer.

- E.5** **2.1.1 Expected Timetable**

1. Application Forms Available	1 October 2018
2. Issue Period	1 October 2018 to 26 October 2018
3. Commencement of Interest on Bonds	29 October 2018
4. Expected date of Admission of the Bonds to Prospects MTF	29 October 2018
5. Expected date of commencement of trading in the Bonds	30 October 2018

The Issuer reserves the right to close the offer of the Bonds before the 26 October 2018 at 12:00 CET in the event that the Bonds are fully subscribed prior to the said date and time. In such an eventuality, the events set out in steps three (3) to five (5) above shall be brought forward although the number of working days between the respective events shall not be altered.

**COMPANY ADMISSION DOCUMENT: PART ONE**

### 3 RISK FACTORS

AN INVESTMENT IN THE BONDS INVOLVES CERTAIN RISKS INCLUDING THOSE DESCRIBED BELOW. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER WITH THEIR OWN INDEPENDENT FINANCIAL AND OTHER PROFESSIONAL ADVISORS, THE FOLLOWING RISK FACTORS AND OTHER INVESTMENT CONSIDERATIONS AS WELL AS ALL THE OTHER INFORMATION CONTAINED IN THIS COMPANY ADMISSION DOCUMENT, BEFORE DECIDING TO MAKE ANY INVESTMENT DECISION WITH RESPECT TO THE ISSUER AND/OR THE GUARANTOR. SOME OF THESE RISKS ARE SUBJECT TO CONTINGENCIES WHICH MAY OR MAY NOT OCCUR AND NEITHER THE ISSUER NOR THE GUARANTOR ARE IN A POSITION TO EXPRESS A VIEW ON THE LIKELIHOOD OF ANY SUCH CONTINGENCIES OCCURRING. THE SEQUENCE IN WHICH THE RISKS BELOW ARE LISTED IS NOT INTENDED TO BE INDICATIVE OF ANY ORDER OF PRIORITY OR OF THE EXTENT OF THEIR CONSEQUENCES.

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

NEITHER THIS COMPANY ADMISSION DOCUMENT NOR ANY OTHER INFORMATION SUPPLIED HEREIN IN CONNECTION WITH THE BONDS ISSUED BY THE ISSUER (I) IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION, NOR (II) SHOULD BE CONSIDERED AS A RECOMMENDATION BY THE ISSUER OR THE GUARANTOR OR THE CORPORATE ADVISOR OR THE PLACEMENT AGENT, MANAGER, REGISTRAR AND TRUSTEE OR AUTHORISED INTERMEDIARIES THAT ANY RECIPIENT OF THE COMPANY ADMISSION DOCUMENT, OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION THEREWITH, SHOULD PURCHASE ANY SECURITIES ISSUED BY THE ISSUER. PROSPECTIVE INVESTORS SHOULD MAKE THEIR OWN INDEPENDENT EVALUATION OF ALL RISK FACTORS AND SHOULD CONSIDER ALL OTHER SECTIONS IN THIS DOCUMENT.

#### 3.1 Forward-looking statements

The Company Admission Document and the documents incorporated therein by reference or annexed thereto contain forward-looking statements that include, among others, statements concerning the Issuer's and/or Guarantor's strategies and plans relating to the attainment of its objectives, capital requirements and other statements of expectations, beliefs, future plans and strategies, anticipated developments and other matters that are not historical facts and which may, accordingly, involve predictions of future circumstances. Prospective investors can generally identify forward-looking statements by the use of terminology such as "may", "will", "expect", "intend", "plan", "estimate", "forecast", "anticipate", "believe" or similar phrases. Such forward-looking statements are inherently subject to a number of risks, uncertainties and assumptions, a few of which are beyond the Issuer's and/or Guarantor's control.

Important factors that could cause actual results to differ materially from the expectations of the Issuer's and/or Guarantor's directors include those risks identified under this heading "Risk Factors" and elsewhere in the Company Admission Document. If any of the risks described were to materialise, they could have a material adverse effect on the Issuer's and/or Guarantor's financial results, trading prospects and the ability of the

**Issuer and/or Guarantor to fulfil their respective obligations under the securities to be issued in terms of the Company Admission Document.**

**Accordingly, the Issuer and/or Guarantor caution prospective investors that these forward-looking statements are subject to risks and uncertainties that could cause actual events or results to differ materially from those expressed or implied by such statements, that such statements do not bind the Issuer and/or Guarantor with respect to future results and no assurance is given that the projected future results or expectations covered by such forward-looking statements will be achieved.**

**Prospective investors are advised to read the Company Admission Document in its entirety and, in particular, the sections entitled “Risk Factors” for a further discussion of the factors that could affect the Issuer’s and/or Guarantor’s future performance. In the light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in the Company Admission Document may not occur. All forward-looking statements contained in the Company Admission Document are made only as at the date hereof. Subject to the Prospects MTF Rules, the Issuer, Guarantor and their respective Directors expressly disclaim any obligations to update or revise any forward-looking statements contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based.**

**The value of investments can go up or down and past performance is not necessarily indicative of future performance. The nominal value of the Bonds will be repayable in full upon maturity, unless the Bonds are previously re-purchased and/or cancelled. An investment in the Bonds involves certain risks, including those described below.**

### **3.2 Risks relating specifically to the Issuer**

#### **3.2.1 Risks relating specifically to the Issuer’s reliance on the Guarantor and the D Shopping Malls Group**

The Issuer was established on 13 August 2018 and, accordingly, has no trading record or history of operations. Furthermore, the Issuer itself does not have any substantial assets and is essentially a special purpose vehicle set up to act as a financing company solely for the needs of the D Shopping Malls Group and, as such, its assets are intended to consist primarily of a loan issued to the Guarantor.

The Issuer is dependent on the business prospects of the D Shopping Malls Group and, consequently, the operating results of the D Shopping Malls Group have a direct effect on the Issuer’s financial position. Therefore, the risks intrinsic in the business and operations of the D Shopping Malls Group companies have a direct effect on the ability of the Issuer and the Guarantor to meet their respective obligations in connection with the payment of Interest on the Bonds and repayment of principal when due. Accordingly, the risks of the Issuer are indirectly those of the D Shopping Malls Group and, in turn, all risks relating to the D Shopping Malls Group are the risks relevant to the Guarantor.

Specifically, the Issuer is principally dependent, including for the purpose of servicing the Interest payments on the Bonds and the repayment of the principal amount on Redemption Date, on the receipt of interest payments and loan repayments from the Guarantor.

The interest payments and loan repayments to be effected by the Guarantor are subject to certain risks. More specifically, the ability of the Guarantor to effect payments to the Issuer will depend on the cash flows and earnings of the Guarantor, which may be restricted by changes in applicable laws and regulations; by the terms of agreements to which they are or may become party; or by other factors

beyond the control of the Issuer and/or Guarantor. The occurrence of any such factor could, in turn, negatively affect the ability of the Issuer and the Guarantor to meet their respective obligations in connection with the payment of Interest on the Bonds and repayment of principal when due.

### **3.2.2 Concentration of shareholding**

The D Shopping Malls Group, through its ultimate Parent, Dizz Group of Companies Limited, is owned exclusively by Diane Izzo and Karl Izzo, in equal proportions respectively. In turn, the Issuer is owned as to 99.998% by the Guarantor and 0.002% by Dizz Group of Companies Limited, meaning the owners of both the D Shopping Malls Group and the Dizz Group exercise effective control over the Issuer. These individuals are considered important to the success of the Issuer and the unexpected loss of any of these persons or a dilution in their influence over the Issuer and its business could have an adverse effect on the Issuer. There can be no assurance that such individuals will not at any time during the term of the Bonds dispose of any interest, direct or indirect, in the Issuer or the D Shopping Malls Group.

### **3.2.3 Issuer's potential exposure to certain financial risks**

The Issuer's activities are potentially exposed to a variety of financial risks, including interest rate risk. The Issuer may be exposed to the risks associated with the effects of fluctuations in the prevailing levels of market interest rates on its financing position and cash flows.

### **3.2.4 Risks inherent in forecasts**

This Company Admission Document features projected revenues of the D Shopping Malls Group. Forecasts are inherently subject to the risks of adverse unexpected events which may affect the revenue streams and profitability of the D Shopping Malls Group or the Issuer. The forecasts set out in this Company Admission Document are dependent on a number of assumptions and future expectations that may or may not occur. The non-occurrence of those future expectations could have material effects on the financial position and results of the D Shopping Malls Group and the Issuer. The said forecasts are therefore merely an illustration of a possible future outcome which may or may not occur and the Issuer, its directors, officers and advisers make no representation as to their accuracy or likelihood of occurrence.

## **3.3 Risks relating to the D Shopping Malls Group and its business**

### **3.3.1 General**

The D Shopping Malls Group is subject to a number of risks which could have an adverse effect on its business and the result of operations. These risks include, but are not limited to, the risks mentioned below.

### **3.3.2 Risks relating to the issuance of approval and permits on D Mall**

At the date of this Company Admission Document, approval of the Commercial Sports Facilities Commission was not yet received and consequently a full development permit to change of use of the property from sports facilities to Class 4 commercial property at Level 0 and Class 5 financial, professional and other offices at Level -1 was not yet submitted and approved. The leasing of the D Mall is subject to the successful approvals from the Commercial Sports Facilities Commission and Planning Authority. Should the necessary approvals and permits not be obtained for whatever reason or should they take long to be obtained, the Guarantor will not be in a position to manage and/or operate the D Mall and/or benefit from the revenue generated from the lease of the office and/or retail spaces forming part of D Mall, according to the Group's projections.

### **3.3.3 Risks relating to the issuance permits on Center Parc**

At the date of this Company Admission Document, PA/05491/16 to excavate site, construct two levels of underground parking, construct level of retail and DIY space with ancillary facilities and construct receded first floor of retail space and offices (Class 4A & 4B), as well as sanction extra excavations from that approved in PA05444/16 was still pending, with a target date of 1 October 2018. In addition, the assignment agreement between Dizz Limited and the Guarantor relating to the Center parc property has not yet been finalised. The leasing of Center Parc is subject to the successful development of Center Parc property and the conclusion of the assignment agreement between Dizz Limited and the Guarantor. Should the necessary permit or assignment agreement not be obtained for whatever reason or should they take long to be obtained, the Guarantor will not be in a position to manage and/or operate Center Parc and/or benefit from the revenue generated from the lease of retail space forming part of Center Parc, according to the Group's projections.

### **3.3.4 Risks relating to reliance on lease of office and/or retail spaces and/or residential space forming part of the Properties**

In its business operations, the Guarantor shall enter into sub-lease agreements with third parties pursuant to which it grants such third parties the right to use the office and/or retail and/or residential spaces forming part of the Properties for an agreed annual rate (the base rent) and, in the case of the retail outlets in the D Mall, a turnover rent, which will be calculated as a pre-determined percentage of the turnover that the tenant generates, if the turnover that is generated by that unit exceeds a specified amount. Consequently, the Guarantor relies on the revenues it expects to generate from the lease of office and/or retail and/or residential spaces forming part of the Properties.

There can be no guarantee that the Guarantor will find suitable tenants for these Properties on the terms it seeks from time to time. In addition, the financial stability of the tenants may change over time. Defaults by tenants could result in a reduction in rental revenue, which may require the D Shopping Malls Group to contribute additional capital or obtain alternative financing. In addition, the Guarantor may incur costs in enforcing rights under the lease agreement of a defaulting tenant, including legal fees, eviction, re-possession of the space/s granted on lease and costs to grant a lease of the re-possessioned space to a new third-party/ies.

Any adverse changes in a tenant's financial condition may negatively affect cash flows generated by the tenants, which in turn, may affect the cash flows generated by the D Shopping Malls Group. Further, if the Guarantor's tenants shall be undesirous to renew the lease following expiration, or decide to terminate the lease prior to termination where the lease agreement allows for early termination thereof, the Guarantor may not be able to re-let their space on terms not less favourable than those it currently applies or expects to apply, if at all.

If tenants were to default on or fail to renew their leases, the Guarantor may need to expend significant time and money in attracting replacement tenants. In cases of early termination by tenants prior to the expiration of the lease term, there is a risk of loss of rental income if the tenant is not replaced in a timely way and on the same terms.

Any of the foregoing factors may adversely affect the business, financial condition and results of operations of the D Shopping Malls Group.

### **3.3.5 The property market is a very competitive market that can influence the lease of the office and/or retail and/or residential spaces**

The real estate market in Malta is very competitive in nature. An increase in supply and/or a reduction in demand in the property segments in which the D Shopping Malls Group targets to lease the office

and/or retail and/or residential spaces comprising the Properties, may cause the lease of the office and/or retail and/or residential spaces forming part of the Properties to be leased at lower lease considerations than is being anticipated by the D Shopping Malls Group or may cause the lease of such office and/or retail and/or residential spaces to take place at a slower pace than that anticipated by the D Shopping Malls Group. If these risks were to materialise, they could have an adverse impact on the business, financial condition and results of operations of D Shopping Malls Group, and its ability to repay the Bonds and interest thereon.

### **3.3.6 Competition**

The Guarantor's tenants are susceptible to competition from retail outlets and office blocks which are in the vicinity of Tigne Point, St. Julian's, Qormi and other areas, other shopping centres which offer the same amenities, television shopping networks as well as online shopping. Increases in the level of competition could impact the results of the D Shopping Malls Group's operations.

### **3.3.7 Risks relating to changes in the market and economic conditions**

The D Shopping Malls Group's business activities (as described in section 6) are concentrated in and aimed at the Maltese market, which is its geographical scope. Accordingly, the D Shopping Malls Group is highly susceptible to adverse economic and political conditions which may from time to time be felt in Malta, thereby rendering the D Shopping Malls Group's operations overly exposed to the social, political and economic stability in Malta, which, in the event of a downward trend could have a material adverse impact on the operations of the D Shopping Malls Group. Negative economic factors and trends in Malta, particularly those having an effect on the property market, could have a material impact on the business of the D Shopping Malls Group generally, and may adversely affect rental revenues, property values and results of operations. In addition, the D Shopping Malls Group may be impacted by increased competition from other similar developments and rising operational costs.

Over the past few years, new shopping and office leasing centres have been introduced to the local market. Should such new shopping and office leasing centres introduced on the local market have larger customer bases and greater financial and other resources than the D Shopping Malls Group, the business of the D Shopping Malls Group may be adversely affected. Severe competition in the local market and changes in economic and market conditions could adversely affect the D Shopping Malls Group's business and operating results and may have a significant impact on the lease of office, retail and residential space forming part of the Properties.

The health of the commercial rental market and residential market may be affected by a number of factors such as the national economy, political developments, fluctuations in consumer demand, financial market volatility, inflation, property prices, interest rates, exchange rates, the health of the local retail markets, direct and indirect taxation, wage rates, utility costs, unemployment, tightening of credit markets, government spending and budget priorities and other general market and economic conditions.

In the event that general market and economic conditions were to experience a downturn, these weakened conditions may adversely affect rental revenues, property values and results of operations, potentially having a serious effect on D Shopping Malls Group's financial position, cash flows and operational performance, as well as its ability to meet its obligations under the Bonds.

### **3.3.8 Risks relating to the retail sector**

Tenants that will lease out retail outlets within the Properties will be affected by changing consumer trends and purchasing power of the consumers. If the tenants are unable to keep up with the changing

trends, they may face financial difficulties which could potentially translate in loss of revenues for the Group.

The health of the retail market may have a direct or indirect effect on the ability of the D Shopping Malls Group to execute the lease agreements. The health of the retail market may be affected by a number of factors, including, *inter alia*, consumer demand, tastes, shopping preferences, trends, online shopping, inflation, fluctuation in interest rates, exchange rates, direct and indirect taxation, regulations, energy and fuel costs, unemployment, wage rates, availability of credit, government spending and budget priorities, and other general market and economic conditions. These are particularly accentuated owing to the size of the Maltese market. A significant downturn in the performance of the retail sector could have a material adverse effect on the D Shopping Malls Group's business, financial position and results of operation.

### **3.3.9 Fixed operating expenses:**

A portion of the D Shopping Malls Group's costs are fixed and operating results are vulnerable to short-term changes in its revenues. The D Shopping Malls Group's fixed operating expenses are not easily reduced to react to changes in its revenue by reducing its operating expenses, which could have a material adverse effect on its business, financial condition and results of operations.

### **3.3.10 Increases in operating and other expenses**

The D Shopping Malls Group's operating and other expenses could increase without a corresponding increase in revenue. The factors which could materially increase operating and other expenses include:

- increases in the rate of inflation above the level of annual increments contracted with tenants;
- changes in laws, regulations or government policies;
- increases in insurance premia;
- unforeseen increases in the costs of maintaining the Properties;
- unforeseen capital expenditure;
- reputational risks and strategic and business risks materialising;
- unanticipated expenses as a result of acts of nature and their consequences; and
- material increases in operating costs that may not be fully recoverable from tenants.

### **3.3.11 Risk that D Mall property and Center Parc will not be handed to D Shopping Malls Group in a timely manner**

The D Shopping Malls Group shall be leasing out the D Mall property from Sliema Wanderers Football Club and Center Parc property from Center Parc Holdings Limited, following assignment agreements within the Dizz Group. As D Mall property and Center Parc are in the process of being developed by Sliema Wanderers Football Club and Center Parc Holdings Limited respectively, the D Shopping Malls Group is at risk that Sliema Wanderers Football Club and Center Parc Holdings Limited will not hand over D Mall property and Center Parc in a timely manner. This could be due to several factors, all of which are outside the control of the D Shopping Malls Group, including but not limited to:

- delays in the development and construction of real estate property, which may be due to counterparties such as architects, engineers, contractors and sub-contractors, engaged in the demolition, excavation, construction and finishing of developments, who may fail to perform or default on their obligations due, whether due to insolvency, lack of liquidity, economic or market downturn, operational failure or other reasons;
- possible structural and environmental problems;
- the incurrence of cost overruns;

- insufficiency of resources;
- failure to conform with international health and safety regulatory requirements;
- exposure to environmental liabilities;
- suspension of works from any applicable authority or administrative body;
- possibility of legal disputes;
- force majeure, such as earthquakes and floods, that may damage the property or delay its development;
- introduction or changes to laws and regulations;
- interest rate fluctuations;
- inflation.

If these risks were to materialise and D Mall property and Center Parc are not handed over in a timely manner, there is a risk of loss of rental income until the Guarantor can commence operating the D Mall property and Center Parc, which in turn would have a material adverse effect on the D Mall Group's financial condition and prospects and accordingly on the repayment of the Bonds and interest thereon.

### **3.3.12 Acquisition of Laguna property subject to conclusion of final deed of sale**

As at the date of this Company Admission Document, the terms of the purchase and acquisition of the Laguna property are set out in a promise of sale agreement between Spinola Development Company Limited and Dizz Finance p.l.c. (which agreement was ultimately assigned to the Guarantor on 10 September 2018). The acquisition is subject to the successful conclusion of the final deed of sale (refer to section 6.2.2.3 for further detail). Should the seller of the Laguna property or the Guarantor fail to appear on the final deed of sale for whatever reason including but not limited to the fulfilment of the conditions to which completion is subject, the Guarantor will not be in a position to manage and lease the Laguna property and benefit from the revenue generated from the lease forming part of the Laguna property.

### **3.3.13 Risks emanating from the Group's financing strategy**

The D Shopping Malls Group may not be able to secure sufficient financing for its current and future investments. No assurance can be given that sufficient financing will be available on commercially reasonable terms or within the timeframes required by the D Shopping Malls Group. Any weakness in the capital markets may limit the D Shopping Malls 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 developments and investments on commercially reasonable terms, including increases in borrowing costs or decreases in loan availability, may limit the D Shopping Malls Group's growth and materially and adversely affect its business, financial condition, results of operations and prospects.

### **3.3.14 Highly leveraged capital structure**

As set out in further detail in section 8, the D Shopping Malls Group's projected funding plan indicates that the gearing ratio (net debt: total net funding) is projected to peak at 85% gearing following the issue of the Bonds (refer to section 8.2.2 for calculation of this ratio). Gearing is then projected to decrease as the level of retained earnings improves the shareholder equity base and as borrowings decrease over time.

This represents a high level of gearing in the initial years, which gives rise to all the risks typically associated with such highly leveraged capital structures. The principal risk in this respect is the fact that the debt service obligations resulting from such a capital structure will absorb a significant portion of

cash generation. Should the D Shopping Malls Group not manage to achieve its projected operating results, this will adversely impact gearing levels. Adverse changes to the D Shopping Malls Group's projected cash flows will reduce the projected level of debt service cover and may, therefore, adversely affect its ability to meet its debt service obligations.

### **3.3.15 The D Shopping Malls Group's dependence on its Chief Executive Officer and key senior personnel**

The Dizz Group's key senior personnel and management have been and remain material to its growth. The Dizz Group believes that its growth is partially attributable to the efforts and abilities of the members of its executive management team and other key personnel, specifically Diane Izzo and Karl Izzo. The D Shopping Malls Group's future success will also depend, among other things, on the key senior personnel of the Dizz Group. If the Chief Executive Officer is unable or unwilling to continue in her present position, she may not be replaceable within the short term, which could have an adverse effect on the D Shopping Malls Group's business, financial condition and results of operations. Consequently, there is no guarantee that these objectives will be achieved to the degree expected should the Chief Executive Officer no longer be employed by the D Shopping Malls Group. Although no single person is instrumental in fulfilling the Group's business objectives, there is no guarantee that these objectives will be achieved to the degree expected following the loss of key personnel.

### **3.3.16 The D Shopping Malls Group's insurance policies**

Historically, the Dizz Group has maintained insurance at levels determined by the Dizz Group to be appropriate in light of the cost of cover and the risk profiles of the business in which the Dizz Group operates. It is intended for the D Shopping Malls Group to adopt a similar policy in respect of insurance coverage for its operations. With respect to losses for which the D Shopping Malls Group shall be covered by its policies, it may be difficult and may take time to recover such losses from insurers. In addition, the D Shopping Malls Group may not be able to recover the full amount from the insurer. No assurance can be given that the D Shopping Malls Group's insurance coverage will 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.

### **3.3.17 Changes to laws and regulation**

The D Shopping Malls Group is subject to a variety of laws and regulations, including but not limited to consumer legislation. The D Shopping Malls Group is at risk in relation to changes in the laws and regulations and the timing and effects of changes in the laws and regulations to which it is subject, including changes to the interpretation thereof, which cannot be predicted. No assurance can be given as to the impact of any possible judicial decision, change in law, regulation or administrative practice, after the date of this Company Admission Document, on the business and operations of the D Shopping Malls Group.

### **3.3.18 Reputational risk**

Reputational risk is the risk that negative publicity regarding the D Shopping Malls Group's business practices, whether true or not, may cause a decline in the customer base, costly litigation, or revenue reductions. Reputational risk could be particularly damaging for the D Shopping Malls Group since the nature of its business requires maintaining the confidence of clients and of the general marketplace.

### **3.3.19 Health and safety**

The nature of the D Shopping Malls Group's business necessitates that adequate importance is given to maintaining compliance with international health and safety standards. The failure to comply with

such standards could expose the D Shopping Malls Group to third party claims which could in turn have a material adverse effect on its business and profitability.

### **3.3.20 Risk of litigation**

The D Shopping Malls Group is not presently involved in any pending or threatened governmental, legal or arbitration proceedings which, so far as the Directors are aware, may have, or have from their date of incorporation to the date of this Company Admission Document, a significant effect on the D Shopping Malls Group's financial position or operational performance. However, no assurance can be given that disputes which could have such an effect will not arise in the future. Due to the inherent uncertainty of the litigation and dispute resolution process, there can be no assurance that the resolution of any particular legal proceeding or dispute will not have a material adverse effect on the D Shopping Malls Group's future cash flow, results of operations or financial condition. Furthermore, exposure to litigation or fines imposed by regulatory authorities may affect the D Shopping Malls Group's reputation even though the monetary consequences may not be significant.

### **3.3.21 Certain financial markets risk**

The D Shopping Malls 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 interest rates and 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).

### **3.3.22 Exposure to certain financial risks, including interest rate risk**

The D Shopping Malls Group's activities potentially expose it to a variety of financial risks, including market risk (principally interest rate risk and fair value risk), credit risk and risks associated with the unpredictability of financial markets, all of which could have adverse effects on the financial performance of the D Shopping Malls Group.

Interest rate risk refers to the potential changes in the value of financial assets and liabilities in response to changes in the level of interest rates and their impact on cash flows. The D Shopping Malls Group may be exposed to the risks associated with the effects of fluctuations in the prevailing levels of the market interest rates on its financial position and cash flows.

### **3.3.23 Real Estate investments are illiquid**

By the end of 2018, the Guarantor is expected to own the Laguna property, situated in Portomaso and the Qui-si-sana property, situated in Sliema (refer to section 6.2.2.3 and 6.2.2.4 respectively for further detail). Although it is not the intention of the Guarantor to dispose of these properties, since immovable property is a relatively illiquid asset, such illiquidity may affect the Guarantor's ability to dispose of or liquidate the Laguna property and/or Qui-si-sana property in a timely fashion and at satisfactory prices in response to changes in economic, real estate market or other conditions. The real estate market is affected by several factors which include general economic conditions, availability of financing, interest rates and other factors, such as supply and demand that are beyond the Guarantor's control. These factors could have an adverse effect on the Guarantor's financial condition and results.

### **3.3.24 Risk inherent in property valuation**

The valuation referred to in this Company Admission Document is prepared by an independent qualified architect in accordance with the valuation standards published by the Royal Institution of

Chartered Surveyors. In providing a market value of the Laguna property and the Qui-si-sana property, the independent valuer has made certain assumptions which ultimately may cause the actual values to be materially different from any future values that may be expressed or implied by such forward-looking statements or anticipated on the basis of historical trends as reality may not match the assumptions. There can be no assurance that such property valuation and property-related asset will reflect actual market values.

### **3.3.25 Reliance on non-proprietary software systems and third-party IT providers**

To varying degrees, the D Shopping Malls Group is reliant upon technologies and operating systems (including IT systems) developed by third parties for the running of its business, and is exposed to the risk of failures in such systems. Whilst the D Shopping Malls Group has service level agreements and disaster recovery plans to ensure continuity and stability of these systems, there can be no assurance that the service or systems will not be disrupted. Disruption to those technologies or systems and/or lack of resilience in operational availability could adversely affect the efficiency of the D Shopping Malls Group's business, financial condition and/or operating results.

### **3.3.26 Failure to protect customers' confidential information could significantly impact the Group's reputation and expose the D Shopping Malls Group to litigation**

The D Shopping Malls Group must comply with restrictions on the use of customer data and ensure that confidential information (including financial and personal data) is transmitted in a secure manner over public networks. Despite controls to ensure the confidentiality, availability and integrity of customer data, the D Shopping Malls Group may inadvertently breach restrictions or may be subject to attack from computer programs that attempt to penetrate the network security and misappropriate confidential information. Due to advances in these programs, computing capabilities and other developments, there is no guarantee that the D Shopping Malls Group's security measures will be sufficient to prevent breaches. Any such breach or compromise of security could adversely impact the D Shopping Malls Group's reputation with current and potential customers, lead to litigation or penalties, and as a result, have a material adverse effect on its business, results of operations and overall financial condition.

### **3.3.27 Regulation regarding the use of personal customer data**

The D Shopping Malls Group will process sensitive personal customer data (including possibly name, address, age, bank details and identification details) as part of its business and therefore will be required to comply with strict data protection and privacy laws and other regulatory restrictions, including industry standards and limitations. Such laws will restrict the ability of the D Shopping Malls Group to collect and use personal information including the marketing use of that information. The D Shopping Malls Group relies on third party contractors and employees to maintain databases and seek to ensure that procedures are in place to comply with the relevant data protection regulations. Notwithstanding such efforts, the D Shopping Malls Group is exposed to the risk that this data could be wrongfully appropriated, lost or disclosed, or processed in breach of data protection regulations, by or on behalf of the Group. If the Group, or any of the third party service providers on which the D Shopping Malls Group relies, fails to transmit customer information and online payment details in a secure manner, or if any such loss of personal customer data were otherwise to occur, the D Shopping Malls Group could face liability under data protection laws. This could also result in the loss of the goodwill of customers and deter new customers from the Group's products which would have a material adverse effect on the Group's businesses, financial condition and results of operations.

The D Shopping Malls Group's failure to keep apprised of, and comply with, privacy, data use and security laws, standards and regulations could result in the limitation, suspension or termination of services or the imposition of administrative, civil or criminal penalties, including fines which may result

pursuant to the General Data Protection Regulation (GDPR) as adopted by the EU. In addition, such failure or non-compliance may cause existing or potential customers to be reluctant to do business with the Group, and could damage the D Shopping Malls Group's reputation and brand. Customer and regulator attitudes towards privacy and data protection are evolving, and there could be adverse changes or developments in customer or regulatory concerns regarding the extent to which business and personal information and data are stored, processed or shared with advertisers or other third parties. In addition, to the extent more restrictive laws, rules or industry security requirements relating to business and personal information and data are adopted in the future or by specific industry bodies, such changes could have an adverse impact on the D Shopping Malls Group by increasing its costs or imposing restrictions on its business processes. Accordingly, the D Shopping Malls Group's failure to keep apprised of, and comply with, privacy, data use and security laws, standards and regulations, and any adverse changes or developments regarding user or regulatory concerns towards privacy and data protection or otherwise in the regulatory or legal landscape could have a material adverse effect on the Group's reputation, business, financial condition, results of operations and prospects. The D Shopping Malls Group's financial exposure to any actual or alleged breach of such regulations or standards may either not be insured against or not fully covered through any insurance maintained by the D Shopping Malls Group.

Furthermore, the GDPR has introduced new obligations on data controllers and rights for data subjects, including, among others:

- accountability and transparency requirements, which require data controllers to demonstrate and record compliance with the GDPR and to provide more detailed information to data subjects regarding processing;
- enhanced data consent requirements, which includes "explicit" consent in relation to the processing of sensitive data;
- obligations to consider data privacy as any new products or services are developed and limit the amount of information collected, processed, stored and its accessibility;
- limitation on using data to profile data subjects;
- providing data subjects with personal data in a useable format on request and erasing personal data in various circumstances; and
- reporting of breaches without undue delay, at times within 72 hours.

The GDPR also introduced new fines and penalties for a breach of requirements, including fines for serious breaches of up to the higher of 4% of annual worldwide turnover or €20m and fines of up to the higher of 2% of annual worldwide turnover or €10m (whichever is highest) for other specified infringements.

Compliance with data protection legislation could adversely impact the D Shopping Malls Group's business by increasing its operational and compliance costs. Further, there is a risk that measures are not implemented correctly or that individuals within the business will not be fully compliant with the procedures. If there are breaches of these measures, the D Shopping Malls Group could face significant administrative and monetary sanctions as well as reputational damage, as pointed out above, which may have a material adverse effect on its operations, financial condition and prospects.

#### **4 PERSONS RESPONSIBLE**

This Company Admission Document includes information prepared in compliance with the Prospects MTF Rules for the purpose of providing Bondholders with information about the Issuer and Guarantor. The Directors, whose names appear in section 5.1, hereunder accept responsibility for the information contained in the Company Admission Document and the accuracy thereof. To the best of

the knowledge and belief of the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this Company Admission Document is true and fair, and is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

As at the date of this Company Admission Document there are no other facts or matters omitted from the Company Admission Document which were or are necessary to enable investors and their investment advisors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Bonds.

## **5 IDENTITY OF DIRECTORS, SENIOR MANAGEMENT, ADVISORS AND AUDITORS OF THE ISSUER AND GUARANTOR**

This document includes information given in compliance with the Prospects MTF Rules for the purpose of giving information with regards to the Issuer.

### **5.1 Board of Directors of the Issuer**

As at the date of this Company Admission Document, the Board of Directors of the Issuer is constituted by the following persons:

Ms Diane Izzo	Chairperson and Executive Director
Mr Karl Izzo	Executive Director
Mr Nigel Scerri	Executive Director
Mr Edwin Pisani	Executive Director
Mr Joseph C Schembri	Senior Independent, non-Executive Director
Dr Ian Vella Galea	Independent, non-Executive Director
Mr Francis Gouder	Independent, non-Executive Director

All seven Directors, serve on the Board of the Issuer. Ms Diane Izzo, Mr Karl Izzo, Mr Nigel Scerri and Mr Edwin Pisani occupy senior executive positions within the D Shopping Malls Group. The other three Directors, Mr Joseph C Schembri, Dr Ian Vella Galea and Mr Francis Gouder serve on the Board of the Issuer in an independent, non-executive capacity. Mr Joseph C Schembri, Dr Ian Vella Galea and Mr Francis Gouder are considered as independent Directors since they are free of any business, family, or other relationship with the Issuer that could create a conflict of interest such as to impair their judgement.

The business address of the Directors is Dizz Buildings, Carob Street, Santa Venera, Malta.

The company secretary and compliance officer in terms of the Prospects MTF Rules of the Issuer is Notary Sam Abela.

The following are the respective *curriculum vitae* of the Directors and other officers of the Issuer:

#### **Ms Diane Izzo**

Chairperson and Executive Director

Diane Izzo founded the Dizz Group with her husband in 2000. The spouses came across the Terranova brand whilst in Hungary and immediately recognized its potential in Malta. The first

Terranova outlet was subsequently opened in Baystreet, St Julian's. In the following years new outlets were opened for Terranova and other brands were subsequently acquired, including Calliope and Liu Jo in the fashion apparel sector. Dizz Group acts as the exclusive agent in Malta for franchises Terranova, Terranova Kids, Calliope, Liu Jo, Pascucci, Guess, Brooks Brothers, Elisabetta Franchi, Max & Co, Paul & Shark, Harmont & Blaine, Trussardi, Golden Point, PINKO, Michael Kors and Makeup Store. The Company also owns Caffè Pascucci.

**Mr Karl Izzo**

Executive Director

Karl Izzo has been a Director of the Dizz Group since its inception. He is responsible for the Public Relations of the Group. He is also pivotal in the relationships between the Dizz Group and the franchisors, attending all important company meetings both locally and overseas, and assisting Diane in all major decisions taken and with ongoing developments.

On the sporting front, Karl was appointed coach of the National Waterpolo team in 2013, a position he holds to date. Prior to that, Karl advanced from playing waterpolo, where he formed part of junior national teams, to assistant head coach and coach of a number of local water polo clubs.

**Mr Nigel Scerri**

Executive Director

Warranted as a Certified Public Accountant and Auditor by age twenty-three, Nigel Scerri obtained a professional degree in Finance (ACCA), a second professional degree in Management Accounting (CIMA) and a Masters Degree in Business Administration from Maastricht School of Management.

Now in his thirties and having served as Audit and Tax Manager for KSi Malta and subsequently as Group Financial Controller for the Fortel Group, he runs his own private practice and serves as a financial and management consultant for leading local and international groups of companies.

Nigel serves as a director of Dizz Finance p.l.c., Testa Finance p.l.c., Airmalta Aviation Services Ltd, Mediterranean Offshore Bunkering Co. Ltd, Pafri Limited and Fripa Limited. Nigel is currently the Chief Financial Officer of the Dizz Group, a post he has held for the past five years.

**Mr Edwin Pisani**

Executive Director

Between 2000 and 2005 Edwin Pisani was engaged with the Water Services Corporation assisting with HR related matters. His responsibilities included the management and administration of employee's statutory leave; establishing and monitoring of employee pay scales; conducting job analysis and job evaluations, employment verifications and investigations; and the development and enforcement of company policy and procedures relating to all phases of human resources activity. Edwin spent four years as a personnel assistant with HSBC between 2007 and 2011. He assisted the HR Manager in selecting new employees, creating new shifts according to the company needs, assisting with organizing leave replacements and scheduling training.

In September 2011 Edwin was engaged as the operations manager. In this role he was and remains key to developing and enforcing company personnel and human resources activity policies, standard operating procedures and employee handbooks and built a comprehensive employee recruiting strategy. Edwin also conducts employment verifications and investigations; monitors employee pay scales; manages the employee rewards programs; manages payroll and processes gross pay, state tax withholding, social security and other deductions for all employees.

**Mr Joseph C Schembri**

Senior Independent, non-executive Director

Joseph C Schembri qualified as an accountant in 1973 and in 1977 he was admitted as a partner of Joseph Tabone & Co, Certified Public Accountants, acting as an audit partner. In 1998, he was appointed as Senior Partner of KPMG where he served as Senior Partner till his retirement. During his term at KPMG he also acted as Head of Audit and Human Resource Partner of the firm which employed over 250 professionals. As an audit engagement partner he signed off on seven listed companies ranging from banks to communications, oil and gas and computer software developing entities. In his capacity as Senior Partner of KPMG Malta, he served for a period of fifteen years as a Board member of KPMG regional island practices which specialised in financial services.

During the period 2012 to 2014, he assisted in setting up a member firm of KPMG in Libya. Joseph acted as Head of Audit and as Risk Management Principal for the Libyan firm which was licenced in December 2012. This position had to be terminated in view of the political situation in Libya post July 2014.

Joseph had acted for a three year period as director of Enemalta Corporation, as well as a member of the Disciplinary Committee of the Accountancy Board and the Malta Institute of Accountants. He joined Baker Tilly Sant in July 2014 as a consultant and audit engagement leader.

In April 2015, Joseph was appointed as a non-executive director on the Board of Directors of GlobalCapital Plc, and its group companies namely GlobalCapital Holdings Limited, Global Capital Life Insurance Limited, GlobalCapital Financial Management Limited, GlobalCapital Health Insurance Agency Limited and Guadrant Srl, Central Landmark Development Limited and Global Estates Limited. He also serving as Chairman of the Audit Committee of Global Capital Plc and its subsidiaries. Joseph is a non-executive director of Dizz Finance Plc and Chairman of the Audit Committee for the Dizz Group of Companies. Furthermore, Joseph acts as a director of Gardiner Holding Company Limited, Gardiner Managers Company Limited and SMDL Holdings Limited, the latter a non-trading company.

**Dr Ian Vella Galea**

Independent, non-executive Director

Dr Ian Vella Galea is a lawyer by profession, in private practice. Called to the bar in 2006, he practices civil and commercial law and litigation. He has obtained a Masters in EU Law and a Diploma in Taxation. Ian is currently also Company Secretary of AX Investments p.l.c. and the AX Group of Companies since 2011.

**Mr Francis Gouder**

Independent, non-executive Director

Francis Gouder served his career in the financial services sector for 45 years. He joined Barclays Bank DCO in 1967 which eventually became Mid Med Bank and later HSBC. During these years he held various Managerial posts both in retail banking and at head office level. His last post was Area Director at HSBC. He also served as consultant and Head of Private Banking at Banif Bank for three years. Francis is currently a non-executive director and member of the credit committee and remuneration committee at Izola Bank Plc, a non-executive director and member of the audit committee of GAP Group Plc, Dizz Finance p.l.c. Stivala Group Finance p.l.c., a non-executive director of Bay Street Finance p.l.c., and an executive director on Gap Group Investments p.l.c. and Geom Developments Limited.

## **Notary Sam Abela**

Company secretary and compliance officer

Dr Sam Abela is a Notary by profession. He joined the Notarial Office in 2000, and in 2007 was warranted as a Notary Public and Commissioner for Oaths. Sam currently holds the post of partner within a notarial firm. Sam serves as company secretary on various groups, including Dizz Finance p.l.c., amongst others.

## **5.2 Board of Directors of the Guarantor**

As at the date of this Company Admission Document, the board of directors of the Guarantor is constituted by the following persons:

Ms Diane Izzo	Executive director
Mr Karl Izzo	Executive director

The business address of the directors of the Guarantor is Dizz Buildings, Carob Street, Santa Venera, Malta.

The company secretary of the Guarantor is Diane Izzo.

The curriculum vitae of the directors of the Guarantor are set out in section 5.1 above.

## **5.3 Senior management of the D Shopping Malls Group**

The D Shopping Malls Group does not have any employees of its own and is reliant on the resources which are made available to it by the Dizz Group.

In addition to the Directors of the Issuer and the directors of the Guarantor, key members of the D Shopping Malls Group's executive team are:

### **Ms Diane Izzo**

Chief Executive Officer

The *curriculum vitae* of Ms Diane Izzo is set out in section 5.1 above.

### **Mr Nigel Scerri**

Chief Financial Officer

The *curriculum vitae* of Mr Nigel Scerri is set out in section 5.1 above.

## **5.4 Advisors to the Issuer**

### **Corporate Advisor and Reporting Accountant**

Name: Grant Thornton

Address: Fort Business Center, Mriehel Bypass, Birkirkara, BKR 3000, Malta



### **Placement Agent, Manager, Registrar, Trustee and Escrow Agent**

Name: Jesmond Mizzi Financial Advisors Limited

Address: 67, Level 3, South Street, Valletta, Malta



The organisations listed above have advised and assisted the Directors of the Issuer and the directors of the Guarantor in the drafting and compilation of the Company Admission Document.

Save for the subscription for Bonds by the Placement Agent, Manager, Registrar and Trustee and any fees payable to the Placement Agent, Manager, Registrar and Trustee in connection with the Bond Issue, to the best of the Issuer's knowledge no person involved in the Issue has an interest material to the Bond Issue.

## **5.5 Auditor of the Issuer and the Guarantor**

Name: KSi Malta

Address: 6, Villa Gauci, Mdina Road, Balzan, Malta

The Issuer and Guarantor were set up in August and July 2018 respectively and from incorporation to the date of this Company Admission Document no financial statements have been prepared. The Issuer and Guarantor have appointed KSi Malta as their auditors.

KSİ Malta is a firm of certified public accountants holding a warrant to practice the profession of accountant in terms of the Accountancy Profession Act (Cap. 281 of the Laws of Malta).

## **6 INFORMATION ABOUT THE ISSUER AND THE GUARANTOR**

### **6.1 Historical development of the Issuer**

Full legal and commercial name of the Issuer:	D Shopping Malls Finance p.l.c.
Registered address:	Dizz Buildings, Carob Street, Santa Venera, Malta
Place of registration and domicile:	Malta
Company registration number:	C 87809
Date of registration:	13 August 2018
Legal form:	The Issuer is lawfully existing and registered as a public limited company in terms of the Act
Telephone numbers:	+356 2122 5589
Email:	office@dizz.com.mt
Website:	<a href="http://www.dizz.com.mt">www.dizz.com.mt</a>

The Issuer is, except for one ordinary B share which is held by Dizz Group of Companies Limited, a fully-owned subsidiary of the Guarantor, which latter entity is the parent company of the D Shopping Malls Group.

The Issuer was registered as D Shopping Malls Finance p.l.c. on 13 August 2018 registered in terms of the Companies Act, with company registration number C 87809. The Issuer is domiciled in Malta, having its registered office at Dizz Buildings, Carob Street, Santa Venera, Malta. As at the date of the Company Admission Document, the Issuer has an authorised and issued share capital of €50,000, divided into 49,999 ordinary A shares and 1 ordinary B share, all of €1 each, and all fully paid up. At present, the shares in the Issuer are subscribed to and held as indicated in section 10.1 of this Admission Document.

The principal objects of the Issuer relate to carrying on the business of a finance company.

Furthermore, the issue of bonds falls within the objects of the Issuer, however, to date the Issuer has no track record in raising finance from capital markets.

The Issuer does not intend to undertake any trading activities itself apart from the raising of capital and the advancing thereof to the Guarantor. Accordingly, the Issuer is economically dependent principally on the financial and operating performance of D Shopping Malls Limited.

The Issuer does not have any substantial assets and is essentially a special purpose vehicle set up to act as a financing company. The Issuer is, therefore, intended to serve as a vehicle through which the D Shopping Malls Group will continue to finance its future projects, principally and in the immediate future.

The Issuer is managed by a Board of Directors (refer to section 5.1), which is entrusted with the overall direction, administration and management of the Issuer.

The Issuer has set up a website ([www.dizz.com.mt](http://www.dizz.com.mt)) which includes an “Investor Information” section from which investors can obtain current information on the Company. The said section shall include all electronic communications for all information required to be disclosed under the Rules and/or applicable law to all holders of Bonds.

The Issuer operates exclusively in and from Malta.

## **6.2 Historical development of the Guarantor and overview of the D Shopping Malls Group’s business**

### **6.2.1 Introduction**

Full legal and commercial name of the Guarantor:	D Shopping Malls Limited
Registered address:	Dizz Buildings, Carob Street, Santa Venera, Malta
Place of registration and domicile:	Malta
Company registration number:	C 87499
Date of registration:	26 July 2018
Legal form:	The Guarantor is lawfully existing and registered as a private limited company in terms of the Act
Telephone numbers:	+356 2 122 5589
Email:	<a href="mailto:office@dizz.com.mt">office@dizz.com.mt</a>
Website:	<a href="http://www.dizz.com.mt">www.dizz.com.mt</a>

The Guarantor is a private limited liability company incorporated and registered in Malta with company registration number C 87499, having its registered office at Dizz Buildings, Carob Street, Santa Venera, Malta. The Guarantor is the parent company of the D Shopping Malls Group, holding shares in D Shopping Malls Finance p.l.c., a company registered in Malta.

The main activity of the Guarantor is that of acting as a holding company and invest in subsidiary companies. The Guarantor’s objects include acting as a property managing company. In terms of its Memorandum and Articles of Association, the Guarantor, may *inter alia*, directly or through subsidiary companies, purchase, rent, sell and develop any kind of immovable property including commercial and residential property.

As at the date of the Company Admission Document the Guarantor has an authorised share capital of 1,400,000 ordinary shares of €1 each and an issued share capital of 721,200 ordinary shares of €1 each, all fully paid up and subscribed to and held as indicated in section 10.2 of this Admission Document.

## 6.2.2 Principal activities of the Guarantor and overview of the D Shopping Malls Group's business

As stated above, the Guarantor is the parent company of the D Shopping Malls Group. The Guarantor is principally engaged in investing in, acquiring, holding and/or managing any land, building or other property for the purpose of deriving income therefrom. The Guarantor's principal activity is the management, operation and lease of the following property portfolio (the Properties), as explained further in the following sections.

Name of property	Address	Lessor	Use of property	Total sqm	Title over property
D Mall	Tigne Point, Sliema	Sliema Wanderers Football Club	Retail/ office	2,863	Lease for 15 years, with a further extension of two consecutive 15 year terms and an additional 3 year period
Center Parc	Center Parc Retail Hub, Triq it-Tigrija Qormi, Malta	Center Parc Holdings Limited	Retail	2,581	Lease for a term of 15 years
Laguna Property	Laguna Complex, Portomaso Development, Spinola, Saint Julian's	n/a - property currently on promise of sale and will then be owned freehold	Residential	203sqm	To be held under title of freehold ownership
Qui-si-sana Property	Apartment 13, Waterside Place, and 6, Byron Court, ix-Xatt ta' Qui-si-sana, Sliema	n/a - property currently owned by Dizz Finance p.l.c. and will be acquired through the Bond proceeds	Residential	308sqm	To be held under title in part freehold and in part under title of temporary emphyteusis

### 6.2.2.1 D Mall property, Tigne Point

Pursuant to the Commercialisation of Sports Facilities Regulations (Subsidiary Legislation 455.12 of the laws of Malta), which regulates the commercialisation of sports complexes in Malta, DK Fashion Co. Ltd, a company forming part of the Dizz Group, entered into a lease agreement with Sliema Wanderers Football Club to exclusively lease 2,861sqm situated in the Sliema Wanderers Sports Complex, Tigne Complex, Sliema. Subsequently, on 18 September 2018 DK Fashion Co. Ltd assigned the lease agreement to D Shopping Malls Limited. As at the date of the Company Admission Document, approval of the Commercial Sports Facilities Commission was not yet received and consequently a full development permit to change of use of the property from sports facilities to Class

4 commercial property at Level 0 and Class 5 financial, professional and other offices at Level -1 was not yet submitted and approved.

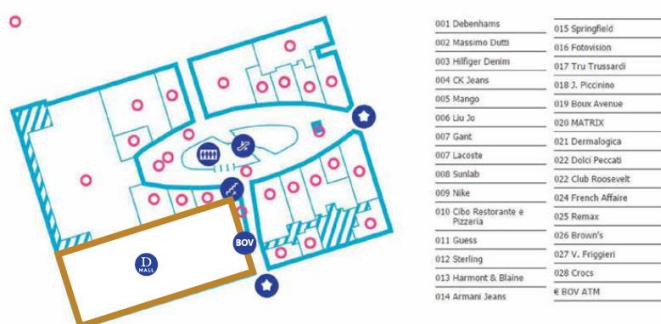
The property is being leased for a fifteen (15) year period, of which the first seven (7) years are *di fermo*, whilst the remaining eight (8) years are *di rispetto* at the option of the lessee, subject to a twelve month notification period. As set out in section 21.1, €2.4 million of the Bond proceeds shall be used as an upfront payment on the lease, in favour of a lower rent for the first seven years of the lease term. The lease period can be extended further for two consecutive fifteen year periods, and an additional three year period, at the exclusive discretion of the lessee.

The property is being leased shell, with all other works and improvements including preparatory works and finishing, including, but not limited to mechanical and electrical finishes, air conditioning etc, to be carried out by the Guarantor. Consequently, the Guarantor will be replacing the indoor pitches of the Sliema Wanderers Football Club, which enjoy an internal height of around 8 meters and construct retail outlets at ground floor (Level 0) and office space at basement level (Level -1). Whilst the Sliema Wanderers Football Club shall be responsible for the works carried out on the intermediate floor (that is between Level 0 and Level -1 (the insertion of ceiling), as set out section 21.1, €1.6 million of the Bond proceeds shall be used to finish and service the leased areas.

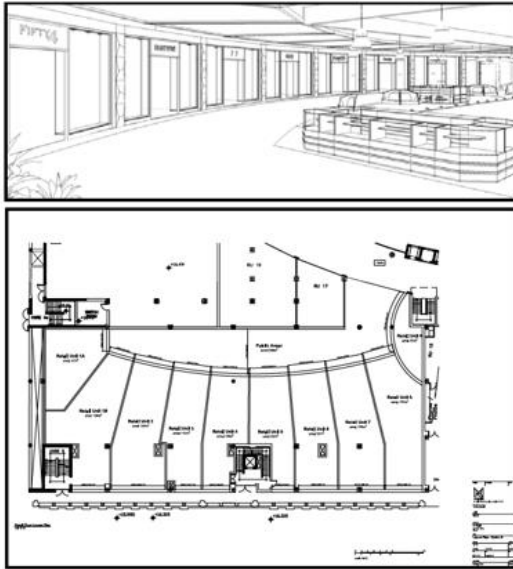
It is the intention of the Guarantor to partition Level 0 into nine retail outlets ranging from 80 sqm to 120 sqm per outlet, and three kiosks, and use Level -1 as office space, following which all areas will be sub-let to third parties and/or companies forming part of the Dizz Group. The retail space, which shall be named 'D Mall', shall have an entrance through The Point Shopping Mall on Level 0, more specifically through the space currently occupied by the Trussardi outlet, which will serve as the main entrance to the D Mall. In addition, all outlets will also have a shop window overlooking Clock Tower Road, Sliema, and a separate entrance from the same street, facing the side street of Tigne leading towards the streets of Sliema. The offices, which shall be named 'D Business Centre', shall cover over 1,200 sqm open plan of office space and have a private entrance at Level -1.

As at the date of the Company Admission Document the Dizz Group has entered into three ten-year agreements with related parties, comprising a seven (7) year *di fermo* period, automatically renewable for three subsequent periods of one year each entitling either party to withdraw from the lease given twelve months prior written notice, for a total area of 291sqm (equivalent to 25% of the total retail space within the D Mall), as well as three non-binding letters of intent with third parties and two non-binding letters of intent with related parties for a total area of 699sqm (equivalent to 60% of the total retail space within the D Mall).

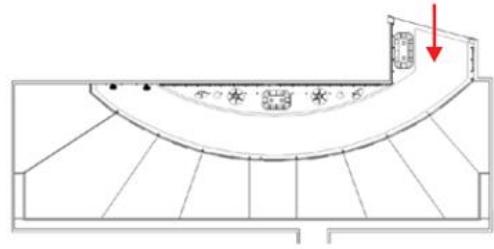
#### Visuals and renders of D Mall:



#### Floor Plan Tigne Point



Entrance 1 – through current Trussardi outlet



Entrance 2



#### 6.2.2.2 Center Parc property, Qormi

Center Parc is a new establishment in Triq Hal-Qormi c/w, Triq it-Tigrija, Qormi, Malta, which is currently being developed as part of a mixed use development. The planning application for the demolition and excavation of site was approved on 17 May 2017 through PA/05444/16. However, the permit to excavate the site, construct two levels of underground parking, construct level of retail and DIY space with ancillary facilities and construct receded first floor of retail space and offices (Class 4A & 4B) as well as to the sanctioning of extra excavations from that approved in PA/05444/16 is still pending, with a target date of 1 October 2018. Following development, the property shall include 600 car parking spaces, retail outlets and a food court, with Decathlon as an anchor tenant.

On 1 September 2017, Dizz Limited and Center Parc Holdings Limited, entered into an agreement to lease c. 2,581 sqm of commercial space situated at third level (ground floor) of Center Parc Retail Hub, Triq it-Tigrija Qormi, Malta. The property is leased for a period of fifteen (15) years of which the first four (4) years are *di fermo*, whilst the remaining eleven (11) years are *di rispetto* at the option of the lessee, subject to a six-month notification period. If the lessee fails to inform the lessor twelve months prior

to the expiration of the *di fermo* period, the lease is automatically extended for the next eleven years. Dizz Limited is in the process of assigning the lease agreement to D Shopping Malls Limited.

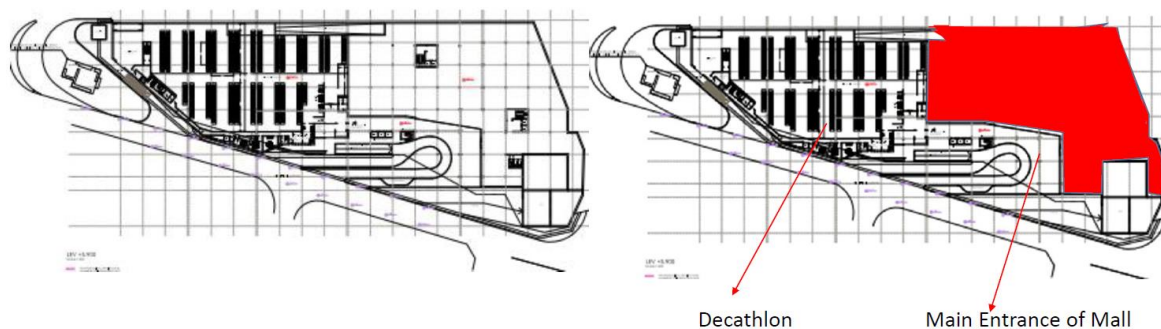
In the event of a breach of any one or more of the lessees obligations in terms of the lease agreement, or a default in the payment of rent, or in the event of liquidation of the lessee, the lease agreement may be immediately terminated by lessor and the property would be promptly relinquished.

The lessee is responsible to repair, maintain, cleanse, replace, renew, rebuild and reinstate the property. The lessee is not responsible to carry out works of a structural nature or for any repair or renewal required as a result of damage caused by any insured risks save to the extent that the insurance monies are rendered irrecoverable in consequence of some act, omission or default of the lessee. The lessor is under an obligation to repair, maintain, replace, renew, rebuild, reinstate, redecorate, cleanse and keep tidy the common parts comprised in the complex.

The property is being leased shell, with all other works and improvements including electrical, plumbing, flooring and internal finishes carried out by the lessee. To this end, as set out section 21.1, €1.0 million of the Bond proceeds shall be used to finish and service the leased areas.

Following the assignment of the lease agreement to D Shopping Malls Limited, the Guarantor shall enter into a ten-year agreement with Dizz Limited, a company forming part of the Dizz Group, comprising a four (4) year *di fermo* period, automatically renewable for six subsequent periods of one year each entitling either party to withdraw from the lease given six months prior written notice, to sublease 1,286 sqm (equivalent to 50% of the total retail space within Center Parc), to operate a new Terranova outlet which would be situated opposite the main entrance of the shopping mall. The remaining areas will be sub-let to third parties and/or related companies. Furthermore, as at the date of the Company Admission Document the Dizz Group has entered into five non-binding letters of intent with third parties and one non-binding letters of intent with a related party to lease six retail outlets, having a total area of 970sqm, which is equivalent to 38% of the total retail space within Center Parc.

#### Visuals and renders of Center Parc:





Entrance to Shopping mall

#### 6.2.2.3 Laguna property, Portomaso

On 15 February 2017, Dizz Finance p.l.c. entered into a promise of sale to acquire an apartment and parking space in the Laguna Complex, situated in the Portomaso Development, Spinola, Saint Julian's. As at the date of the Company Admission Document, a final payment of €0.6 million, inclusive of professional fees, stamp duty and furniture expenses is expected to be paid through the Bond Issue. The promise of sale agreement was assigned to Dizz Group of Companies Limited on 10 September 2018, and subsequently re-assigned to the Guarantor on the same date in exchange for an allotment of 720,000 ordinary shares of €1 each fully paid up.

The property is currently at an advanced construction and finishes/services installation stage. The apartment is located on level 2 and covers an overall gross area of 203sqm, inclusive of a 19sqm terrace, balcony and deck. The apartment is expected to be completed in September 2018.

The freehold value of the property is €1.9 million and has been valued by Architect Kurt Vella. A copy of the valuation report dated 28 August 2018 is included in Annex B of this Company Admission Document.

It is the intention of the Guarantor to lease the property to third parties.

#### 6.2.2.4 Qui-si-sana property, Sliema

As at the date of the Company Admission Document, Dizz Finance p.l.c. owns apartment 13, Waterside Place, ix-Xatt ta' Qui-Si-Sana, Sliema together with the adjoining apartment 6, Byron Court, ix-Xatt ta' Qui-Si-Sana, Sliema. It is the intention of the Guarantor to acquire these two adjoining apartments, having an overall gross area of 306sqm, through the Bond Issue.

The value of the property is €1.7 million and has been valued by Architect Kurt Vella. A copy of the valuation report dated 20 September 2018 is included in Annex C of this Company Admission Document.

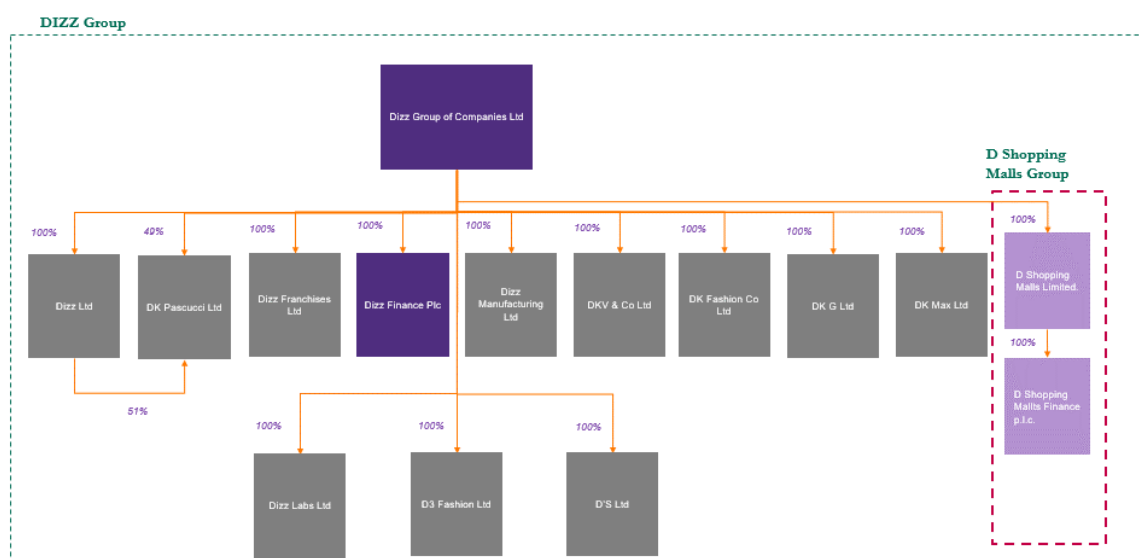
It is the intention of the Guarantor to lease the property to third parties.

### 6.2.3 Principal markets

The D Shopping Malls Group operates exclusively in and from Malta.

## 6.2.4 Organisational structure

The organisational structure of the D Shopping Malls Group as at the Company Admission Document is illustrated in the diagram below:



## 6.2.5 Group dependencies

As the Issuer itself does not carry on any trading activities, the Issuer is economically dependent on the business prospects of the Parent/Guarantor. More specifically, the Issuer is dependent on the receipt of interest income from the Parent/Guarantor in relation to the Bond proceeds advanced by the Issuer to its Parent/Guarantor. It is the intention of the Issuer to advance the funds and such advances will be documented through a loan agreement entered into between the two parties. In principle, the loan agreement shall provide that the funds will be advanced at agreed rates of interest, on an arms' length basis for a ten-year duration which will be repaid in line with a repayment schedule.

The Issuer is also dependent on employees of the Dizz Group for administrative support.

## 6.2.6 Business development strategy

It is the intention of D Shopping Malls Limited to continue to manage the Properties in order to optimise utilisation thereof, maximise the value of its portfolio, leverage revenue streams arising therefrom and achieve positive and sustainable financial results going forward. To this end, it is the intention of the Guarantor to conclude lease contracts with third parties on a timely basis, based on commercial rental rates, and strive to maintain an occupancy level of 100%. In line with its strategic growth plans, the D Shopping Malls Group shall continue to explore the feasibility and attractiveness of various opportunities on the local market

# 7 TREND INFORMATION AND FINANCIAL PERFORMANCE

## 7.1 Trend information of the Issuer

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

There has been no material adverse change in the prospects of the Issuer since its incorporation.

## **7.2 Trend information of the Guarantor**

The D Shopping Malls Group was set up as a property managing company of the Dizz Group. In this regard, the Guarantor aims to continue to manage the Properties that fall under its responsibility. Consequently, its principal income stream will be the generation of income from lease agreements with third parties and/or companies within the Dizz Group. There has been no material adverse change in the prospects of the Guarantor since the date of its incorporation.

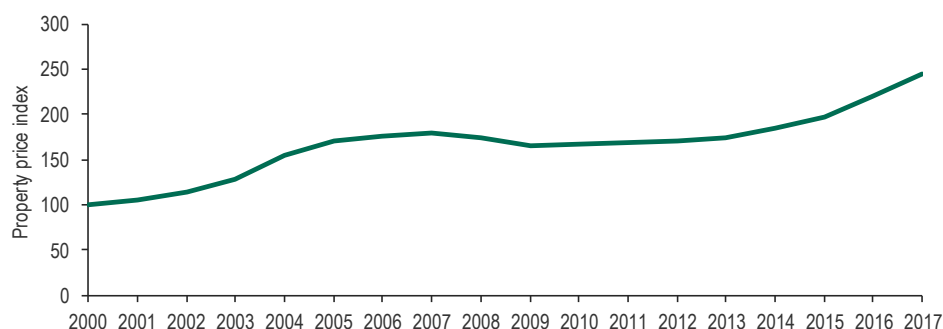
The D Shopping Malls Group's business prospects therefore predominantly revolve around the ability of the Guarantor to find suitable tenants to occupy the Properties, and for these tenants to service their obligations in a timely manner. The annual amounts receivable by the D Shopping Malls Group have been assumed on the current commercial rental rates, and assume that they will increase over time in line with market rates. Given the financial stability of the Dizz Group, the Directors are confident that the anticipated revenue streams in the coming year and foreseeable future will be generated on the basis assumed in this Company Admission Document.

## **7.3 The property market: market overview**

Portman International in their report entitled "Malta Property Market" dated 17 July 2015, stated that the property market in Malta underpins the tourism industry, the retail sector and important segments of the financial services industry and in fact the property market in Malta has historically been considered as one of the key measures of the health of the Maltese economy. The price of a property in Malta is defined by a number of factors, including location, type, state of maintenance, views and size.

The analysis of property price movements illustrated below is based on the Central Bank of Malta's residential property price index, which tracks movements in advertised residential property prices. As set out below, the Maltese property market enjoyed strong growth, with a brief property boom experienced between 2002 and 2005 and a more normalised rate from 2005 to 2007. Following that, the next two years saw a slump in the general property market index as a result of the global financial crisis. Performance in the years 2010 to 2013 was relatively stable but still slightly below activity levels registered in 2007 (2007 index: 178.9 vs 2013 index 173.7). It was in the following four years that Malta experienced another property boom, whereby by the end of 2017, the property price index reached 245.6, an increase of 41% between 2013 and 2017, driven principally by an increase in apartment prices. Moreover, according to the Times of Malta's article entitled "House price increases were EU's highest at the end of 2016", house prices in Malta rose by 6% between the third and fourth quarter of 2016, compared to an average of 4.7% in the EU and 4.1% in the Eurozone.

## Property price index: 2000:2017



Source: Central Bank of Malta

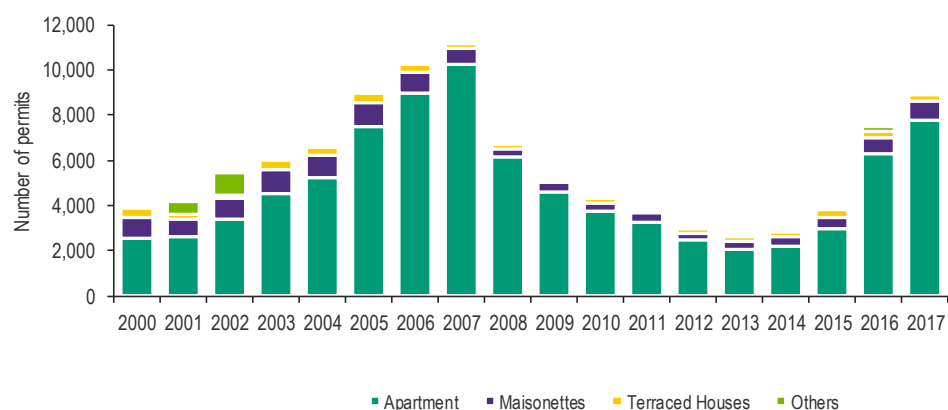
## Property price index: % change year on year



Source: Central Bank of Malta

According to the Central Bank of Malta report entitled “The Construction Sector in 2015”, an increase in the number of permits issued for residential dwellings and commercial properties supported the recovery in the construction sector. As evidenced in the chart below, permits for residential units began to recover in 2014 and continued to increase reaching 2008 levels by the end of 2016, and surpassing 2008 levels by end of 2017. Permits in fact increased from 2,705 in 2013 to 3,947 in 2015, reaching 9,006 by 2017.

## Development permits for dwellings, by type



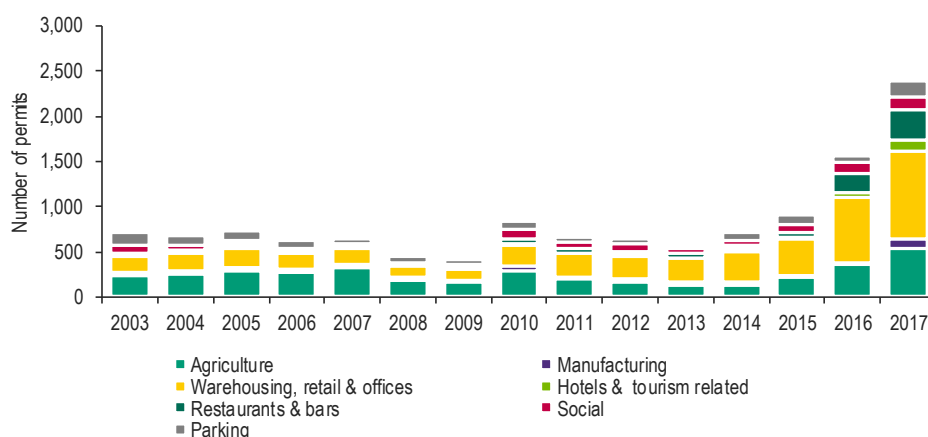
Source: Planning Authority, Malta

The increase in permits as well as the increase in the property price index was aided in part by various incentives implemented by a number of administrative reforms by the Government to encourage purchases by foreign investors as well as fiscal incentives for first time buyers, together with favourable expectations in anticipation of schemes targeting high-end investors. In addition, the growth in disposable income on the back of a strong labour market, the increasing number of foreigners working in Malta, as well as the low interest rate environment are all factors which have stimulated property demand.

The Sliema, St. Julian's, Gzira and Msida areas are the most sought by prospective buyers and tenants. A barometer carried out by PricewaterhouseCoopers (PwC Malta Middle Market Barometer – Real Estate Market, January 2018) indicated that c. 50% of the participating real estate agents consider these areas to be the most in demand, and have registered the highest increase in prices. Areas in central Malta and in the north of the Island rank second and third respectively. Real estate agents anticipate that in the coming months, property in Valletta will experience an increase in demand.

National statistics relating to commercial property in Malta is currently not captured and is therefore more difficult to gauge the relative state of this sector. Notwithstanding the lack of such data, given the progressive evolvement of Malta as a services-oriented economy and the success achieved to date in attracting foreign companies specifically from sectors such as financial services, gaming and IT, it is evident that demand for good quality commercial property has increased markedly leading to a situation where demand seems to exceed supply. In fact, most, if not all, high quality commercial developments in key locations are fully let. Moreover, as evidenced in the chart below, the number of permits for warehousing, retail and offices has substantially increased over the period, from a low of 123 permits in 2009 to 403 permits in 2015, reaching 719 permits by end of 2016.

### Development permits for commercial and social purposes



Source: Central Bank of Malta

In addition, MaltaToday's article dated 19 April 2017 and entitled "Shopping mad: Over 107,000 square metres of retail space awaits green light", states that eight projects whose planning applications are pending, three of which seek land outside building zones, could potentially add 107,000 square metres of retail space in Malta if approved. These projects include:

City	Planned development
Ghaxaq	The application incorporates the existing 2,500 sqm Lidl supermarket on the ground floor, 12,964 sqm department store constructed over three levels and an additional 17,682 sqm of other retail shops. Underground parking will cater for 752 cars while 408 parking spaces are allocated at ground floor level.
Marsascala	The development includes a basement carpark, a 3,080 sqm commercial outlet, a 748 sqm restaurant and a 330 sqm drive thru at ground floor level, 2,080 sqm of offices at the first floor level and a landscaped roof. The development is located outside development zone.
Qormi	The development includes two levels of underground parking, a DIY centre with ancillary facilities and a receded first floor for retail space and offices occupying a floor space of 10,000 sqm.
Sliema	Townsquare, a 38-storey high-rise in Sliema which includes 9,600 sqm of retail space, was approved by the PA in 2016, but is currently pending an appeal.
St. Julian's	The planned shopping mall will cover almost 24,000 sqm of retail space and be solely dedicated to high-end designer brands.
Luqa	The project includes the expansion of the existing Malta International Airport complex and the addition of office and retail blocks (consisting of 16,800 sqm of commercial space), a hotel and recreational areas.
Attard	The proposed development includes 7,460 sqm of retail in a proposed industrial park for SMEs over 158,000 sqm on a site currently taken up by quarries in Wied Incita, Attard. A 2,550 sqm family recreation park is proposed next to the shopping area.
Gzira	In 2012 the PA approved 6,320 sqm of retail in the Lazzaretto development by MIDI in Manoel Island, alongside 54 apartments, a 2,868 sqm casino and a 1,950 sqm hostel. New plans presented recently by MIDI foresee a waterfront mix of catering, retail and recreational facilities.

Moreover, The Malta Independent's article dated 7 February 2018 and entitled "22 pending planning applications for buildings higher than 10 storeys", states that Malta's recent upward building trend has been quite controversial, with many applications seeing opposition due to Malta's lacking infrastructure, and the changing skyline. Among the pending applications, is one for the Fortina Spa and Resort, for residential accommodation; a 13-storey mid-rise and 29-storey high rise on a site situated in Gzira and an application on the Wembley Ice Cream Factory in Msida for an 18-floor office development. The localities in which these proposed developments are situated in are Ta'Xbiex, St Julian's, Qormi, Msida, Gzira, Sliema, Birkirkara, Marsa, and St Paul's Bay. Nine of the applications are for St Julian's.

### 7.3.1 Rates per sqm

As set out in section 8, the Guarantor is expecting to attract a lease of €650/sqm on the retail space situated in the D Mall, €350/sqm on the office space situated in D Business Centre, and €350/sqm on the retail space situated in Center Parc. For comparison purposes, reference is made to the lease paid by the Dizz Group on retail outlets leased within Tighe Mall, and office space within St.

Julian's/Paceville area. Such a comparison highlights that the rates per sqm included in the projections are in line with market rates of those properties in the vicinity of the Properties.

#### Rates per sqm

Name of Property	Source	Location	Use of Property	Rate per sqm, 2019
<b>Retail space</b>				
<b>Tigne Mall</b>	Dizz Group	Level 0/-1	Retail	c. 600-€750/sqm
<b>Office space</b>				
<b>Portomaso</b>	Real estate websites, June 2018	Portomaso	Office space	€313/sqm
<b>Paceville</b>	Real estate websites, June 2018	Paceville	Office space	€230/sqm

## 8 HISTORICAL FINANCIAL INFORMATION

### 8.1 Financial information on the Issuer

The Issuer was set up on 13 August 2018 to issue the Bonds and lend the proceeds to D Shopping Malls Group companies. The Issuer has not conducted any business and has no trading record. Since incorporation to the date of this Admission Document, no financial statements have been prepared in respect of the Issuer.

There has not been any significant change in the financial or trading position of the Issuer, which has occurred since the Issuer's date of incorporation.

### 8.2 Financial information of the Guarantor

The Guarantor was registered and incorporated on 26 July 2018 and has not conducted any business since the date of its incorporation except for the assignment agreement entered into with DK Fashion Co. Limited and lease agreements entered into with related parties. Consequently, the Guarantor has no trading record and since incorporation to the date of this Document, no financial statements have been prepared in respect of the Guarantor.

There has not been any significant change in the financial or trading position of the Guarantor, which has occurred since the company's date of incorporation.

Set out below are projections for the sixteen months between 1 September 2018 and 31 December 2019, and for the years ending 31 December 2020, 2021 and 2022, based on the consolidated position of the D Shopping Malls Group, which includes the projected financial statements of the Guarantor and the Issuer. The projections assume that:

- a) the interest commences on 1 October 2018;
- b) that the Laguna and Qui-si-sana property are acquired by 31 December 2018;

- c) that the lease agreement on the Center Parc property is assigned by 28 February 2019; and
- d) that D Mall property and Center Parc property are handed over and inaugurated by 1 March 2019.

### 8.2.1 Income statement

#### Projected consolidated income statement

€000	FY2019 Sep18-Dec19	FY2020 Jan-Dec	FY2021 Jan-Dec	FY2022 Jan-Dec
Revenue	2,225	2,876	2,362	2,478
Cost of sales	(874)	(842)	(845)	(847)
<b>Gross profit</b>	<b>1,351</b>	<b>2,033</b>	<b>1,517</b>	<b>1,630</b>
Administrative and selling expenses	(357)	(447)	(456)	(464)
<b>Operating profit</b>	<b>993</b>	<b>1,586</b>	<b>1,061</b>	<b>1,166</b>
Net finance costs	(956)	(840)	(837)	(833)
<b>Profit before tax</b>	<b>38</b>	<b>746</b>	<b>224</b>	<b>332</b>
Tax expense	(232)	(460)	(274)	(309)
<b>Profit after tax</b>	<b>(194)</b>	<b>286</b>	<b>(51)</b>	<b>24</b>

Sources: D Shopping Malls Group projections for the period 1 September 2018 to 31 December 2019 and the years ending 2020, 2021 and 2022

#### *Accounting for leases*

Under International Financial Reporting Standards, leases are accounted for under IAS 17, however as from 1 January 2019, leases shall be accounted for under IFRS 16. Consequently, the projections included within this Company Admission Document are based on IFRS 16.

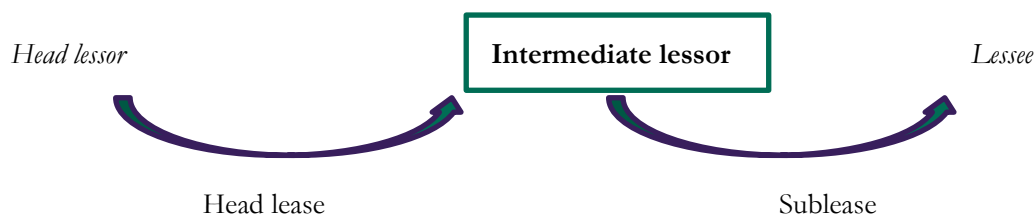
As explained in section 6.2.2.1 and 6.2.2.2. the Guarantor has entered/is in the process of entering into two leases (defined under IFRS as head leases) with Sliema Wanderers Football Club and Center Parc Holdings Limited respectively, following an assignment agreement with the Dizz Group. Such leases have been accounted for as a finance lease, given that they exceed a one year period. As a result, a right-of-use asset (subsequently classified as investment property under IAS 40) and a finance lease liability have been accounted for in the statement of financial position, with a corresponding amortisation of right-of-use asset and unwinding of interest accounted for each year in the income statement.

Furthermore, as at the date of the Company Admission Document, the Guarantor has entered into/in the process of finalising four lease agreements to sublease part of the D Mall and Center Parc respectively. Under IFRS 16, subleases must be classified either as finance or as operating leases, with reference to the right-of-use asset resulting from the head lease. The analysis is made on the basis of the contractual terms and conditions of the head lease and the sublease, particularly with reference to whether substantially all the risks and rewards incidental to ownership have been transferred to the sub-lessee. As the sublease agreements entered into with related parties do not substantially transfer the risks and rewards incidental to ownership, such leases have been accounted for in the projections as an operating lease. Whilst it is the intention of the Guarantor that subsequent sublease agreements will not substantially transfer the risks and rewards incidental to ownership, should the sublease agreements be entered into in a manner that the Guarantor substantially transfers the risks and rewards incidental to ownership, then sublease agreements would be accounted for as finance leases. Given that the Guarantor is an intermediate lessor (refer to below diagram), the following accounting treatment will be adopted by the Guarantor:

- a) Derecognises the right-of-use asset relating to the head lease that it transfers to the sublessee and recognises the net investment in the sublease;

- b) Recognises any difference between the right-of-use asset and the net investment in the sublease in profit or loss; and
- c) Retains the lease liability relating to the head lease in its statement of financial position, which represents the lease payments owed to the head lessor.

During the term of the sub-lease, the Guarantor would recognise both finance income on the sublease as well as interest expense on the head lease.



### *Turnover*

Through the Bond Issue, the D Shopping Malls Group is projecting to complete the D Mall and Center Parc properties and acquire the Laguna property as well as the Qui-si-sana property. Consequently, the D Shopping Malls Group income shall consist of rental income generated from leasing of the Properties identified in section 6.2.2, which is based on the agreements entered into/in the process of being finalised with four related companies, the non-binding letters of intent currently in place with third parties/related parties and market rates.

Turnover is projected at €2.2 million in FY2019, increasing to €2.9 million in FY2020 and stabilising at €2.5 million from FY2022 onwards, increasing at 3% per annum thereafter. The higher revenues expected to be generated in FY2019 and FY2020 are primarily due to the key money of €1,500,000 which is expected to be generated on retail contracts concluded on the D Mall between FY2019 and FY2020.

The projections assume that all finishing work relating to D Mall shall be carried out in the fourth quarter of 2018 and first two months of 2019, and therefore revenue from the retail outlets is expected to commence from 1 March 2019. Revenue from D Mall is projected at €1.3 million in FY2019 and is based on a 60% occupancy and €650/sqm for retail outlets, and a 40% occupancy and €350/sqm for office space, plus key money of €0.8 million expected to be generated on contracts concluded in FY2019. The retail outlets within D Mall are expected to be fully occupied by FY2020, whilst occupancy in offices is expected to increase gradually, reaching stabilisation in FY2021.

The projections assume that Center Parc property is inaugurated in March 2019 and shall generate €0.7 million in FY2019. The projections assume that Center Parc shall generate revenue at €350/sqm, increasing at 3% per annum, with an average occupancy of c. 85% in FY2019 and 100% thereafter.

The Laguna property and Qui-si-sana rental rate are based on a 4% yield of property value, with 100% occupancy achieved from 1 January 2019.

### *Direct costs*

Direct costs are expected to stabilise at c. €0.8 million per annum and comprise the amortisation on the right-of-use asset by D Shopping Malls Group on D Mall and Center Parc, which is accounted for

in terms of IFRS 16 *Leases* given that it comes into effect on 1 January 2019, and the rent and service charge expenditure attributable on the Trussardi outlet.

#### *Administrative expenses*

Administrative expenses shall primarily comprise administrative salaries, marketing costs, operating costs, advertising and ongoing bond issue costs and are expected to amount to c. €250k per annum. Amortisation and depreciation costs shall stabilise at €208k per annum and shall include the amortisation of bond issue costs and depreciation of finishing costs on the D Malls property and Center Parc property.

As a result, operating profit is expected to stabilise at €1.2 million as from FY2022.

#### *Finance costs*

Finance costs consist of interest on the Bond and the unwinding of interest on the finance lease liability, given that the leases entered into on D Mall and Center Parc are accounted for under IFRS 16 *Leases*. As from FY2024, the D Shopping Malls Group will be contributing towards a sinking fund, which is expected to generate interest income of 1.5% net of final withholding tax.

The D Shopping Malls Group's profit after tax is expected to improve with continuous profits expected to be generated as from FY2022. D Shopping Malls Group shall not be distributing any dividends to its shareholders during the first three years of the Bond.

## 8.2.2 Statement of financial position

### Consolidated statement of financial position as at 31 December

€000	2019	2020	2021	2022
<b>ASSETS</b>				
<i>Non-current assets</i>				
Investment property	13,142	12,428	11,714	11,000
Property, plant and equipment	2,511	2,321	2,131	1,941
	15,652	14,749	13,845	12,941
<i>Current assets</i>				
Trade and other receivables	216	252	261	267
Cash and cash equivalents	1,062	2,358	2,958	3,836
	1,279	2,610	3,219	4,102
<b>Total assets</b>	<b>16,931</b>	<b>17,358</b>	<b>17,064</b>	<b>17,044</b>
<b>EQUITY AND LIABILITIES</b>				
<i>Equity</i>				
Share capital	770	770	770	770
Revaluation reserve	523	523	523	523
Retained earnings	(194)	91	41	64
<b>Total equity</b>	<b>1,099</b>	<b>1,385</b>	<b>1,334</b>	<b>1,358</b>
<i>Non-current liabilities</i>				
Finance lease liability	7,611	7,484	7,394	7,380
Deferred tax	46	46	46	46
Borrowings	7,341	7,359	7,377	7,395
	14,998	14,888	14,816	14,821
<i>Current liabilities</i>				
Finance lease liability	483	500	513	429
Trade and other payables	119	125	126	127
Current tax liability	232	460	274	309
	834	1,086	914	865
<b>Total liabilities</b>	<b>15,832</b>	<b>15,974</b>	<b>15,730</b>	<b>15,686</b>
<b>Total equity and liabilities</b>	<b>16,931</b>	<b>17,358</b>	<b>17,064</b>	<b>17,044</b>
Gearing (net debt/net debt + equity) whereby net debt includes minimum lease payments <sup>1</sup>	92.9%	90.4%	90.2%	89.3%
Gearing (net debt/net debt + equity) excluding finance lease liability <sup>1</sup>	85.1%	78.3%	76.8%	72.4%

1

Sources: D Shopping Malls Group projections for the period 1 September 2018 to 31 December 2019 and the years ending 2020, 2021 and 2022

The D Shopping Malls Group's financial position is expected to remain rather stable throughout the projected period.

The Group's non-current assets are expected to reach €15.6 million as at 31 December 2019. These include the development works on the D Mall property and Center Parc property, the acquisition of the Laguna property and Qui-si-sana property, and the right-of-use asset, which is the capitalisation of the lease payments as required under IFRS 16 *Leases*. Non-current assets are projected to decrease over time in line with the depreciation on property, plant and equipment and the amortisation of the right-of-use asset which is expensed equally over the lease term.

A sinking fund will be built up gradually between FY2024 and FY2028 in order to ensure that the Issuer will have sufficient cash resources to redeem the outstanding Bonds at maturity. The sinking fund money will firstly be used to buy back any Bonds on the stock market, with any excess cash invested in bonds and/or treasury bills.

<sup>1</sup> Net debt is calculated as total borrowings less cash and cash equivalents

Trade and other payables are expected to remain stable at €0.1 million in the projected period, with payable days expected to stabilise at 30 days.

As at 31 December 2019 D Shopping Malls Group's indebtedness is expected to amount to €7.5 million and comprises of the bond in issue, but increases to €15.3 million when the finance lease liability is also factored in. As a result, gearing peaks at 93% as at 31 December 2019, when calculated inclusive of the finance lease liability, but peaks at 85%, when calculated exclusive of the finance lease liability. Total equity is expected to reach €1.1 million as at 31 December 2019, following the issue of shares to Dizz Group of Companies Limited in consideration for the Laguna property and the revaluation on the Laguna property (net of deferred tax), given that the value of the Laguna property has increased between the promise of sale and the date of the Company Admission Document, in line with the property boom experienced in Malta over the past two years.

### 8.2.3 Statement of cash flow

#### Consolidated statement of cash flows

€000	FY2019 Sep18-Dec19	FY2020 Jan-Dec	FY2021 Jan-Dec	FY2022 Jan-Dec
<b>Cash flow from operations</b>				
Operating profit	993	1,586	1,061	1,166
Add back depreciation and amortisation	952	922	922	922
<b>Working capital adjustments</b>				
Changes in receivables	(216)	(35)	(9)	(6)
Changes in payables	18	7	1	1
Operating cash flow	1,747	2,479	1,974	2,083
Tax paid	-	(232)	(460)	(274)
Interest paid	(401)	(401)	(401)	(401)
<b>Net cash generated from operating activities</b>	<b>1,346</b>	<b>1,846</b>	<b>1,113</b>	<b>1,407</b>
<b>Cash flow from investing activities</b>				
Payments to acquire property, plant and equipment	(7,651)	(550)	(513)	(529)
<b>Net cash used in investing activities</b>	<b>(7,651)</b>	<b>(550)</b>	<b>(513)</b>	<b>(529)</b>
<b>Cash flow from financing activities</b>				
Issue of share capital	50	-	-	-
Issue of bond	7,500	-	-	-
Payment of issue costs	(182)	-	-	-
<b>Net cash generated from financing activities</b>	<b>7,368</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Movement in cash and cash equivalents</b>	<b>1,062</b>	<b>1,296</b>	<b>600</b>	<b>878</b>
Cash and cash equivalents at beginning of period/year	-	1,062	2,358	2,958
<b>Cash and cash equivalents at end of year</b>	<b>1,062</b>	<b>2,358</b>	<b>2,958</b>	<b>3,836</b>

Sources: D Shopping Malls Group projections for the period 1 September 2018 to 31 December 2019 and the years ending 2020, 2021 and 2022

The Bond proceeds, net of issue costs, will be fully invested in non-current assets which will be employed by the D Shopping Malls Group to manage the Properties. With the €7.5 million Bond Issue, the D Shopping Malls Group is planning to:

- pay the final payment due on deed of sale in relation to the Laguna property;
- complete the finishing works on the D Mall property and Center Parc;
- pay the upfront payment due on the D Mall property; and
- acquire the Qui-si-sana property.

as outlined in section 22.1.

Resultant cash reserves are expected to reach €3.8 million by 31 December 2022. As from FY2024 the Group will gradually transfer part of its cash balance towards a sinking fund, in preparation for the redemption of the Bonds in FY2028.

### 8.3 Capital resources

The following table sets out the projected capitalisation and indebtedness of the D Shopping Malls Group as at 31 December 2019 and the estimate after reflecting the issue of the Bonds:

Projected indebtedness of D Shopping Malls Group as at 31 December 2019 and the estimate after reflecting the issue of the Bonds:

	€000
<b>Funding</b>	
Bond issue	7,500
Less: cash and cash equivalents	(1,062)
Net debt after bond issue	6,438
<b>Equity</b>	
Projected equity as at 31 December 2019	1,099
Equity	1,099
<b>Gearing ratio after bond issue (net debt/net debt + equity)</b>	<b>85.4%</b>

Sources: D Shopping Malls Group projections for the period 1 September 2018 to 31 December 2019 and the

Gearing was calculated as net debt after Bond Issue divided by the aggregate equity, but excludes the finance lease liability.

## 9 MANAGEMENT AND ADMINISTRATION

### 9.1 The Issuer

#### 9.1.1 The Board of Directors of the Issuer

The Memorandum of Association of the Issuer provides that the affairs of the Issuer shall be managed and administered by a Board of Directors to be composed of not less than three (3) and not more than seven (7) Directors, who are appointed by the shareholders.

Directors of the Issuer are appointed by means of an ordinary resolution in general meeting. Accordingly, the Guarantor is empowered to appoint the Directors of the Issuer, thereby putting it in a position to appoint an absolute majority of the Directors of the Issuer and, accordingly, have control over the management and operations of the Issuer.

The Issuer is currently managed by a Board of seven (7) Directors, who are responsible for the overall direction and management of the Issuer. The Board currently consists of four executive Directors, who are entrusted with the Issuer's day-to-day management and three non-executive Directors, all of which are independent of the Issuer, whose main functions are to monitor the operations of the executive Directors. In line with generally accepted principles of sound corporate governance, at least one (1) of the Directors shall be a person independent of the D Shopping Malls Group. Six (6) of the Directors of the Issuer were elected by the shareholders upon the Issuer's incorporation and one (1) Director was subsequently appointed. No Directors have been removed since the Issuer's inception.

As at the date of the Company Admission Document, the Board of the Issuer is composed of the individuals listed in section 5.1 of this Company Admission Document.

None of the Directors of the Issuer have been:

- a) convicted in relation to fraud or fraudulent conduct in the last five (5) years;
- b) made bankrupt or associated with any liquidation or insolvency caused by action of creditors;
- c) the subject of any official public incrimination or sanction by any statutory or regulatory authority; or
- d) disqualified by a court from acting as director or manager in the last five (5) years.

The Directors believe that the Issuer's current organisational structure is adequate for its present activities. The Directors will maintain this structure under continuous review to ensure that it meets the changing demands of the business and to strengthen the checks and balances necessary for better corporate governance.

### **9.1.2 Non-Executive Directors**

The non-executive Directors' main functions are to monitor the operations of the executive Directors and their performance, as well as to review any proposals tabled by the executive Directors.

The Non-Executive Directors are Mr Joseph C Schembri, Dr Ian Vella Galea and Mr Francis Gouder.

### **9.1.3 Directors' service contracts**

None of the directors have a service contract with the Issuer.

### **9.1.4 Conflict of interest**

Ms Diane Izzo and Mr Karl Izzo, in addition to sitting on the Board of Directors of the Issuer, also act as directors of the Guarantor. In addition the Executive Directors of the Issuer sit on boards of other companies within the Dizz Group, whilst all the Non-Executive Directors of the Issuer sit on the board of Dizz Finance p.l.c. except for Dr. Ian Vella Galea. Conflicts of interest could potentially arise in relation to transactions involving the Issuer and the Guarantor and other companies within the Dizz Group.

In light of the foregoing, such Directors are susceptible to conflicts between the potentially diverging interest of the Issuer, the Guarantor and as the case may be, and any of such other companies within the Dizz Group in transactions entered into, or proposed to be entered into, between them. The Audit Committee of the Issuer has the task of ensuring that any potential conflicts of interest that may arise at any moment pursuant to these different roles held by directors are handled in the best interest of the Issuer, the Guarantor and the D Shopping Malls Group and according to law. The fact that the Audit Committee of the Issuer is constituted entirely by non-executive Directors, all of which are also independent of the D Shopping Malls Group, provides an effective measure to ensure that transactions vetted by the Audit Committee are determined on an arm's length basis.

Additionally, the Audit Committee has, pursuant to the relative terms of reference, been granted express powers to be given access to the financial position of the Issuer, the Guarantor and any other entity comprising the Dizz Group on a quarterly basis. To this effect, the Issuer, the Guarantor and

any other entity forming part of the Dizz Group are to submit to the Audit Committee quarterly accounts, as well as comparisons of actuals against projections.

To the extent known or potentially known to the Issuer and the Guarantor, as at the date of the Company Admission Document, there are no other potential conflicts of interest between any duties of the Directors of the Issuer and the Guarantor and their private interests and/or their other duties which require disclosure in terms of the Prospects MTF Rules.

#### **9.1.5 Loans to Directors**

There are no loans outstanding by the Issuer to any of its Directors, nor any guarantees issued for their benefit by the Issuer.

#### **9.1.6 Removal of Directors**

In terms of the Issuer's Articles of Association, unless appointed for a longer or shorter period, or unless they resign or are removed, Directors shall hold office for a period of one (1) year. Provided that no appointment may be made for a period exceeding three (3) years. Provided further that an election of Directors shall take place every year. All Directors, except a Managing Director, shall retire from office once at least in each three (3) years, but shall be eligible for re-election. The Directors of the Issuer currently in office are expected to remain in office at least until the next annual general meeting of the Issuer.

The present directors shall remain in office until they resign, retire or are removed at any time by the shareholders.

#### **9.1.7 Powers of Directors**

By virtue of the provisions of the Articles of Association of the Issuer, the Directors are empowered to transact all business which is not by the Articles expressly reserved for the shareholders in general meeting. Specifically, the Directors are vested with the management of the Issuer and their powers of management and administration emanate directly from the Memorandum and Articles of Association and the law. The Directors are empowered to act on behalf of the Issuer and, in this respect, have the authority to enter into contracts, sue and be sued in representation of the Issuer.

Directors may not vote on any contract, arrangement or investment in which they have a personal material interest, whether direct or indirect.

In terms of the Memorandum and Articles of Association, the Board of Directors may exercise all the powers of the Issuer to borrow money and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligations of the Issuer or of any third party as it thinks fit, subject to any limit as may be established in the Articles of Association and the overriding authority of the shareholders in general meeting to change, amend, restrict and/or otherwise modify such limit and the Directors' borrowing powers.

The Non-Executive directors' main functions are to monitor the D Shopping Malls Group operations as well as ensure that the interests of the Bondholders are upheld at all times.

#### **9.1.8 Aggregate emoluments of Directors**

Pursuant to the Issuer's Articles of Association, the maximum annual aggregate emoluments that may be paid to the Directors are approved by the shareholders in general meeting.

The remuneration of Directors is a fixed amount per annum and does not include any variable component relating to profit sharing, share options or pension benefits.

For the financial period ending on the 31 December 2019 it is expected that the Issuer will pay an aggregate of €8,000 to its Directors.

### **9.1.9 Employees**

The Issuer does not have any employees of its own and is, therefore, reliant on the Dizz Group for administrative support.

### **9.1.10 Working capital**

As at the date of the Company Admission Document, the Directors of the Issuer and the directors of the Guarantor are of the opinion that the working capital available to the Issuer and the Guarantor respectively, is sufficient for the attainment of their objects and the carrying out of their respective business for the next twelve (12) months of operations.

## **9.2 The Guarantor**

### **9.2.1 The Board of Directors of the Guarantor**

The Memorandum of Association of the Guarantor provides that the board of directors shall be composed of not less than two (2) and not more than five (5) directors. As at the date of the Company Admission Document, the board of directors of the Guarantor is composed of two directors as listed in section 5.2 of this Company Admission Document.

### **9.2.2 Directors' service contracts**

None of the directors have a service contract with the Guarantor.

### **9.2.3 Removal of the Guarantor's directors**

A director of the Guarantor may, unless he resigns, be removed by an ordinary resolution of the shareholders as provided by Article 140 of the Act. The directors of the Guarantor currently in office are expected to remain in office at least until the next annual general meeting of the Guarantor.

### **9.2.4 Loans to the directors**

There are no loans outstanding by the Guarantor to any of its directors, nor any guarantees issued for their benefit by the Guarantor.

### **9.2.5 Aggregate emoluments of the Guarantor's directors**

Pursuant to the Guarantor's Articles of Association, the maximum annual aggregate emoluments that may be paid to the Directors are approved by the shareholders in general meeting.

The remuneration of directors is a fixed amount per annum and does not include any variable component relating to profit sharing, share options or pension benefits.

For the financial period ending on the 31 December 2019 it is expected that the Guarantor will pay an aggregate of €14,000 to its directors.

## 10 MAJOR SHAREHOLDERS

### 10.1 Major shareholders of the Issuer

The Issuer has an authorised and issued share capital of €50,000 divided into 49,999 ordinary A shares and 1 ordinary B share, all of a nominal value of €1 each which are subscribed to and allotted as fully paid shares, as follows:

Name of shareholder	Number of shares held
<b>D Shopping Malls Limited</b>	49,999 ordinary A shares
<b>Dizz Group of Companies Limited</b>	1 ordinary B share

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

The Issuer adopts measures in line with the Code of Principles of Good Corporate Governance forming part of the Listing Rules (the "Code") with a view to ensuring that the relationship with its major shareholders is retained at an arm's length, including adherence to rules on related party transactions requiring the sanction of the Audit Committee, which is constituted in its entirety by non-executive Directors, all of which one are independent. Mr Joseph C Schembri also acts as Chair. The Audit Committee has the task of ensuring that any potential abuse is managed, controlled and resolved in the best interests of the Issuer. The composition of the Board, including the presence of three non-executive Directors, effectively minimises the possibility of any abuse of control by any major shareholder.

### 10.2 Major shareholders of the Guarantor

The Guarantor's current authorised is €1,400,000 divided into 1,400,000 ordinary shares of a nominal value of €1 each whilst the issued share capital is €721,200 divided into 721,200 ordinary shares of a nominal value of €1 each, which are subscribed to and allotted as fully paid shares, as follows:

Name of shareholder	Number of shares held
<b>Dizz Group of Companies Limited</b>	721,200 ordinary shares

The Guarantor is ultimately owned 100% by Ms Diane Izzo and Mr Karl Izzo.

## 11 BOARD COMMITTEES

### 11.1 Audit Committee of the Issuer

The terms of reference of the Audit Committee of the Issuer consist of *inter alia* their support to the Board of the Issuer in its responsibilities in dealing with issues of risk, control and governance, and associated assurance.

The Board has set formal rules of establishment and the terms of reference of the Audit Committee that establish 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. The Audit Committee, which meets at least once every three months, is a sub-committee of the Board and is directly responsible and accountable to the Board. The Board reserves the right to change the Committee's terms of reference from time to time.

The terms of reference of the Audit Committee have been formally set out in a separate charter. Briefly, the Audit Committee is expected to deal with and advise the Board on:

- a) its monitoring responsibility over the financial reporting processes, financial policies, internal control structures and audit of the annual and consolidated financial statements;
- b) monitoring the performance of the entity borrowing funds (the Guarantor) from the Company;
- c) maintaining communications on such matters between the Board, management and the independent auditors;
- d) facilitating the independence of the external audit process and addressing issues arising from the audit process; and
- e) preserving the Issuer's assets by understanding the Issuer's risk environment and determining how to deal with those risks.

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

For this purpose, the Audit Committee has, pursuant to the relative terms of reference, been granted express powers to be given access to the financial position of the Issuer, the Guarantor, and all other entities forming part of the Dizz Group on a quarterly basis.

The Audit Committee of the Issuer is presently composed of Dr Ian Vella Galea, Mr Joseph C Schembri and Mr Francis Gouder, all of which act as independent, non-executive members. The Audit Committee is chaired by Mr Joseph C Schembri, whilst Mr Francis Gouder and Dr Ian Vella Galea act as members. Notary Sam Abela performs the duties of secretary to the Audit Committee. As stipulated by the terms of reference of the Audit Committee, the Chairman shall have a casting vote in the case of a deadlock.

In compliance with the Prospects MTF Rules, Mr Joseph C Schembri is the independent, non-executive Director who is competent in accounting and/or auditing matters. In his capacity as chairman of the Audit Committee Mr Joseph C Schembri holds meetings with the executive Directors as necessary to review the Issuer's accounts and operations. The Issuer considers that the members of the Audit Committee have the necessary experience, independence and standing to hold office as members thereof. The CVs of the said Directors may be found in section 5.1 above.

The Directors believe that the current set-up is sufficient to enable the Issuer to fulfil the objectives of the Prospects MTF Rules' terms of reference in this regard.

## 12 COMPLIANCE WITH CORPORATE GOVERNANCE REQUIREMENTS

### 12.1 The Issuer

The Issuer supports the Prospects MTF Rules in their entirety and also the stipulations of the said rules in relation to dealing restrictions.

The Issuer supports The Code of Principles of Good Corporate Governance annexed to the Listing Rules (the “Code”) with the exceptions mentioned below and is confident that the adoption of the Code shall result in positive effects accruing to it. The Issuer adopts measures in line with the Code with a view to ensuring that all the transactions are carried out at arm’s length.

The Board of Directors sets the strategy and direction of the Issuer and retains direct responsibility for appraising and monitoring the Issuer’s financial statements and annual report. The activities of the Board are exercised in a manner designed to ensure that it can effectively supervise the operations of the Issuer so as to protect the interests of Bondholders, amongst other stakeholders. The Board is also responsible for making relevant public announcements and for the Issuer’s compliance with its continuing obligations in terms of the Prospects MTF Rules.

As required by the Act and the Prospects MTF Rules, the Issuer’s financial statements are to be subject to annual audit by the Issuer’s external auditors. Moreover, the non-executive Directors will have direct access to the external auditors of the Issuer who attend Board meetings at which the Issuer’s financial statements are approved. Moreover, in ensuring compliance with other statutory requirements and with continuing Prospects MTF admission obligations, the Board is advised directly, as appropriate, by its appointed Placement Agent, Manager, Registrar and Trustee, Corporate Advisor and the external auditors. Directors are entitled to seek independent professional advice at any time on any aspect of their duties and responsibilities, at the Issuer’s expense.

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

Principle 2 “Chairman and Chief Executive”:

The roles of Chairman and Chief Executive Officer of the D Shopping Malls Group are both occupied by Ms Diane Izzo. Although the Code recommends that the role of Chairman and Chief Executive Officer are kept separate, the Directors believe that Ms Izzo should occupy both positions, particularly in view of the experience she brings to both the Board and executive management team of the Company. In terms of Principle 3.1, which calls for the appointment of a senior independent Director where the roles of Chairman and Chief Executive Officer are carried out by the same person, the Board has appointed Mr Joseph C Schembri as the indicated senior independent Director.

Principle 7: “Evaluation of the board’s performance”

Under the present circumstances, the Board does not consider it necessary to appoint a committee to carry out a performance evaluation of its role, as the Board’s performance is always under scrutiny of the shareholders of the Issuer.

Principle 8: “Committees”

The Board of Directors considers that the size and operation of the Issuer does not warrant the setting up of nomination and remuneration committees. Given that the Issuer does not have any officers or employees other than the Directors and the company secretary, it is not considered necessary for the Issuer to maintain a remuneration committee. Also, the Issuer will not be incorporating a nomination

committee. Appointments to the Board of Directors are determined by the shareholders of the Issuer in accordance with the Issuer's Memorandum and Articles of Association. The Issuer considers that the members of the Board possess the level of skill, knowledge and experience expected in terms of the Code.

## **12.2 The Guarantor**

The Guarantor is a private company, and accordingly, is not bound by the provisions of the Code set out in the Listing Rules. Whilst the Guarantor is not required to adopt the provisions of the Code, the Audit Committee of the Issuer has been specifically tasked with keeping a watching brief over the financial performance of the Guarantor and any other D Shopping Malls Group subsidiaries, as well as ensuring that rules regarding related party transactions carried out with the Guarantor are adhered to at all times, as set out in section 9.1.4 above.

## **13 LITIGATION PROCEEDINGS**

There is no pending or threatened governmental, legal or arbitration proceedings or dispute from the date of incorporation to the date of the Company Admission Document which may have, or have had, in the recent past, significant effects on the financial position or profitability of the Issuer, Guarantor and/or the Dizz Group, taken as whole.

## **14 ADDITIONAL INFORMATION**

### **14.1 Memorandum and articles of association of the Issuer**

#### **14.1.1 Incorporation**

The Issuer was incorporated on 13 August 2018 as a public limited company in terms of the Companies Act, 1995, with company registration number C 87809.

In terms of Clause 3 of its Memorandum of Association, the Issuer is authorised to float its capital (including equity or debt) on Prospects MTF, and to borrow and raise funds through the issue of bonds.

The Memorandum and Articles of Association of the Issuer otherwise regulate matters customarily dealt with therein, including matters such as voting rights and restrictions thereof, and the appointment and powers of Directors, as elaborated upon in section 9 above.

#### **14.1.2 Share capital**

The Issuer has, as at the date hereof, an authorised share capital of €50,000 divided into 50,000 ordinary shares of a nominal value of €1 each. The issued share capital of the Issuer amounts to €50,000 divided into 49,999 ordinary A shares and 1 ordinary B share, all having a nominal value of €1 and being fully paid up shares.

The shares of the Issuer are not admitted on Prospects MTF or on the MSE, nor has an application ever been filed for the shares of the Issuer to be quoted on any trading platform. There is no capital of the Issuer which has been issued to the public as from the date of incorporation to date of the Company Admission Document, nor is it expected that the Issuer issues during the next financial year any shares to the public, whether fully or partly paid up, in consideration for cash or otherwise. 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.

### **14.1.3 Objects**

The Memorandum and Articles of Association of the Issuer are registered with the Registry of Companies, Malta. The objects of the Issuer include carrying on the business of a finance company thereby to lend and advance money or otherwise give credit, without limitation in such manner as the Issuer shall think fit and to invest and deal with the moneys in such manner as the Issuer shall think fit. The issue of bonds falls within the objects of the Issuer. Clause 3 of the Memorandum of Association contains the full list of objects of the Issuer.

The Memorandum and Articles of Association of the Issuer otherwise regulate matters customarily dealt with therein, including matters such as voting rights and restrictions thereof, and the appointment and powers of Directors.

A copy of the Memorandum and Articles of Association of the Issuer may be inspected during the lifetime of the Company Admission Document at the registered office of the Issuer as set out under the heading “Documents available for inspection” in section 17 of this Company Admission Document and at the Malta Registry of Companies during the lifetime of the Issuer.

### **14.1.4 Voting rights**

In terms of the Memorandum of Association of the Issuer, ordinary “A” shares grant the right of one (1) vote for every share held and are participating shares entitled to receive dividend distributions as deemed fit by the Board of Directors and shall rank *pari passu* in all respects including dividend and capital repayment rights. Subscribers of ordinary “B” shares are entitled to receive notice of any general meeting in terms of the Articles of Association of the Issuer, and to attend general meetings, but do not hold any voting rights except for the purposes of participating in the appointment or election of Directors. Furthermore, holders of ordinary “B” shares are not entitled to receive any dividend distributions nor are they be entitled to any assets upon dissolution or winding up of the Issuer in excess of the nominal value of the shares held by them.

## **14.2 Memorandum and articles of association of the Guarantor**

### **14.2.1 Objects**

The memorandum and articles of association of the Guarantor are registered with the Registry of Companies, Malta. The main objects of the Guarantor’s activities are set out in Clause 3 of the memorandum of association, which include, but are not limited to carry on the business of a property management company.

A copy of the memorandum and articles of association may be inspected during the lifetime of the Company Admission Document at the registered office of the Guarantor as set out under the heading “Documents available for inspection” in section 17 of this Company Admission Document and at the Malta Registry of Companies during the lifetime of the Guarantor.

### **14.2.2 Voting rights**

All shares grant the right of one (1) vote for every share held.

### **14.2.3 Appointment of Directors**

In terms of the applicable law, the directors shall be appointed by the members of the Guarantor.

## **15 MATERIAL CONTRACTS**

The Issuer and the Guarantor have not entered into any material contracts which are not in the ordinary course of its business which could result in either the Issuer or the Guarantor being under an obligation or entitlement that is material to the Issuer's or Guarantor's ability to meet its obligations to Bondholders in respect of the Bonds being issued pursuant to, and described in, the Company Admission Document, Part Two.

## **16 THIRD PARTY INFORMATION, STATEMENTS BY EXPERTS AND DECLARATION OF ANY INTEREST**

### **16.1 Valuation reports**

The Company commissioned Architect Kurt Vella of MMK Studio to issue a valuation report on the freehold value of the Laguna property and the value of the Qui-si-sana property. The business address of MMK Studio is 51, Censu Tabone Street, St. Julian's, STJ 1217, Malta.

Prospects MTF Rule 4.13.04.03 provides that property valuations to be included in a company admission document must not be dated (or be effective from) more than 60 days prior to the date of publication of the Company Admission Document. The valuation report on the Laguna property is dated 28 August 2018, whilst the valuation report on the Qui-si-sana property is dated 20 September 2018

### **16.2 Accountants' report on prospective financial information**

The Issuer engaged Grant Thornton, a firm of Certified Public Accountants, to issue the Accountants' Report dated 17 September 2018. The following are the details of the said expert:

Name: Grant Thornton

Address: Fort Business Centre, Mriehel By-pass, Mriehel, BKR 3000, Malta

### **16.3 Interests of experts and advisers**

Save for the valuation report and works estimate prepared in relation to the Properties and the accountants' report on the consolidated profit forecast, the Company Admission Document does not contain any statement or report attributed to any person as an expert. The valuation reports on the freehold value of the Laguna property and the value of the Qui-si-sana property are available for inspection at the registered address of the Company and a version is included in Annex B and Annex C respectively, of this Company Admission Document.

The valuation report on the Laguna property dated 28 August 2018 and valuation report on the Qui-si-sana property dated 20 September 2018 have been included in the form and context in which they appear with the authorisation of Architect Kurt Vella of MMK Studio, 51, Censu Tabone Street, St. Julian's, STJ 1217, Malta, which has given and have not withdrawn their consent to the inclusion of such report herein. Architect Kurt Vella does not have any material interest in the Company. The Company confirms that the valuation report has been accurately reproduced in the Company Admission Document and that there are no facts of which the Company is aware that have been omitted and which would render the reproduced information inaccurate or misleading.

The accountants' report on the consolidated profit forecast dated 17 September 2018 has been included in Annex D of the Company Admission Document in the form and context in which it

appears with the authorisation of Grant Thornton of Fort Business Centre, Mriehel Bypass, Mriehel, BKR 3000, Malta, which has given and has not withdrawn its consent to the inclusion of said report herein.

## **17 DOCUMENTS AVAILABLE FOR INSPECTION**

For the duration of the Company Admission Document, the following documents (or copies thereof) may be inspected at the registered office of the Issuer during office hours:

- a. Memorandum and Articles of Association of the Issuer;
- b. Memorandum and Articles of Association of the Guarantor;
- c. the consolidated profit forecast and accountants' report for the period ending 31 December 2019, and for the years ending 2020, 2021 and 2022;
- d. the original Guarantee given by the Guarantor in respect of the Bonds, as set out in Annex A of the Company Admission Document;
- e. the independent expert's property valuation report dated 28 August 2018 in respect of the valuation of the Laguna property and dated 20 September 2018 in respect of the Qui-si-sana property;
- f. the lease agreement with Sliema Wanderers Football Club and Center Parc Holdings Limited;
- g. the promise of sale agreement on the Laguna property;
- h. D Shopping Mall Limited's expert report in terms of Article 73 (4) of the Companies Act, 1995;
- i. Planning Authority permit PA/05444/16;
- j. draft contract on the Qui-si-sana property
- k. the Escrow Agreements.

.The documents listed in (a) to (e) above are also available for inspection in electronic form on the Issuer's website [www.dizz.com](http://www.dizz.com).mt

**COMPANY ADMISSION DOCUMENT: PART TWO**

## 18 RISK FACTORS

THE VALUE OF INVESTMENTS CAN GO UP OR DOWN AND PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE.

THE NOMINAL VALUE OF THE BONDS WILL BE REPAYABLE IN FULL UPON MATURITY, UNLESS THE BONDS ARE PREVIOUSLY RE-PURCHASED AND/OR CANCELLED. THE ISSUER SHALL REDEEM THE BONDS ON THE REDEMPTION DATE.

AN INVESTMENT IN THE BONDS INVOLVES CERTAIN RISKS INCLUDING THOSE DESCRIBED BELOW. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER WITH THEIR OWN INDEPENDENT FINANCIAL AND OTHER PROFESSIONAL ADVISORS, THE FOLLOWING RISK FACTORS AND OTHER INVESTMENT CONSIDERATIONS AS WELL AS ALL THE OTHER INFORMATION CONTAINED IN THIS COMPANY ADMISSION DOCUMENT, BEFORE DECIDING TO MAKE AN INVESTMENT IN THE BONDS. 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 SEQUENCE IN WHICH THE RISKS BELOW ARE LISTED IS NOT INTENDED TO BE INDICATIVE OF ANY ORDER OF PRIORITY OR OF THE EXTENT OF THEIR CONSEQUENCES.

IF ANY OF THE RISKS DESCRIBED BELOW WERE TO MATERIALISE, THEY COULD HAVE A SERIOUS EFFECT ON THE ISSUER'S FINANCIAL RESULTS AND TRADING PROSPECTS AND THE ABILITY OF THE ISSUER TO FULFIL ITS OBLIGATIONS UNDER THE BONDS ISSUED BY THE ISSUER.

THE RISKS AND UNCERTAINTIES DISCUSSED BELOW ARE THOSE IDENTIFIED AS SUCH BY THE DIRECTORS OF THE ISSUER, BUT THESE RISKS AND UNCERTAINTIES MAY NOT BE THE ONLY ONES THAT THE ISSUER FACES. ADDITIONAL RISKS AND UNCERTAINTIES, INCLUDING THOSE WHICH THE ISSUER'S DIRECTORS ARE NOT CURRENTLY AWARE OF, MAY WELL RESULT IN A MATERIAL IMPACT ON THE FINANCIAL CONDITION AND OPERATIONAL PERFORMANCE OF THE ISSUER THAT COULD LEAD TO A DECLINE IN VALUE OF THE BONDS.

NEITHER THIS COMPANY ADMISSION DOCUMENT NOR ANY OTHER INFORMATION SUPPLIED HEREIN IN CONNECTION WITH THE BONDS ISSUED BY THE ISSUER (I) IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION, NOR (II) SHOULD BE CONSIDERED AS A RECOMMENDATION BY THE ISSUER OR GUARANTOR OR THE CORPORATE ADVISOR OR THE PLACEMENT AGENT, MANAGER, REGISTRAR AND TRUSTEE OR AUTHORISED INTERMEDIARIES THAT ANY RECIPIENT OF THE COMPANY ADMISSION DOCUMENT, OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION THEREWITH, TO PURCHASE ANY BONDS ISSUED BY THE ISSUER.

ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD MAKE THEIR OWN INDEPENDENT EVALUATION OF ALL RISK FACTORS AND SHOULD CONSIDER ALL OTHER SECTIONS IN THIS DOCUMENT.

### 18.1 Forward-looking statements

The Company Admission Document contains “forward-looking statements” which include, among others, statements concerning matters that are not historical facts and which may involve projections of future circumstances. These by their nature involve a number of risks, uncertainties and assumptions, a few of which are beyond the Issuer's and Guarantor's control, and important factors that could cause actual risks to differ materially from the expectations of the Issuer's and/or Guarantor's directors. Such forecasts and projections do not bind the Issuer and/or the Guarantor with respect to future results and no assurance can be given that the future results or expectations will be achieved.

## 18.2 General

In so far as prospective investors seek advice from Authorised Intermediaries concerning an investment in the Bonds, Authorised Intermediaries are to determine the suitability of prospective investors' investment in the Bonds in the light of said prospective investors' own circumstances. The Bonds may not be a suitable investment for all investors. In particular, Authorised Intermediaries should determine whether each prospective investor:

- a) has sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in the Company Admission Document or any applicable supplement;
- b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of his/her/its particular financial situation, an investment in the Bonds and the impact the Bonds will have on his/her/its overall investment portfolio;
- c) has sufficient financial resources and liquidity to bear all the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the prospective investor's currency;
- d) understands thoroughly the terms of the Bonds and is familiar with the behaviour of any relevant indices and financial markets; and
- e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect his/her/its investment and his/her/its ability to bear the applicable risks.

## 18.3 Risks relating to the Bonds

An investment in the Bonds involves certain risks including, but not limited to, those described below:

- (i) Prior to the Bond Issue, there has been no public market nor trading record of the Bonds within or outside Malta. Due to the absence of any prior market for the Bonds, there can be no assurance that the Bond Issue Price will correspond to the price at which the Bonds will trade in the market subsequent to the Bond Issue;
- (ii) Only upon successful admission, may the Bonds be traded on Prospects MTF but will NOT be traded on any regulated market. Hence, the market for the Bonds may be less liquid than a regulated market and a Bondholder may find it more difficult to identify willing buyers for their Bonds. The existence of an orderly and liquid market depends on a number of factors. Accordingly, there can be no assurance that an active secondary market for the Bonds will develop, or if it develops, that it will continue. Furthermore, there can be no assurance that an investor will be able to sell or otherwise trade in the Bonds at all;
- (iii) Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds;
- (iv) A Bondholder will bear the risk of any fluctuations in exchange rates between the currency of denomination of the Bonds (€) and the investor's currency of reference, if different;

- (v) No prediction can be made about the effect which any future public offerings of the Issuer's securities, or any takeover or merger activity involving the Issuer, will have on the market price of the Bonds prevailing from time to time;
- (vi) The Issuer is entitled to issue Bonds bearing a fixed rate of interest. Investment in such fixed rate Bonds involves the risk that subsequent changes in market interest rates may adversely affect the market value of the said Bonds. Investors should also be aware that the price of the fixed rate bonds moves adversely to changes in interest rates;
- (vii) The value of investments can go up or down and past performance is not necessarily indicative of future performance. The nominal value of the Bonds will be repayable in full upon maturity on the Redemption Date unless the Bonds are previously re-purchased and/or cancelled;
- (viii) Application has been made to the MSE for the Bonds to be admitted and traded on Prospects MTF once the Bonds are authorised as admissible by the MSE. Prospects MTF is a market regulated as a multilateral trading facility and operated by the MSE and provides a venue for SMEs to float their securities. Consequently, this market is designed primarily for companies to which a higher risk than that associated with established companies tends to be attached. A prospective investor should be aware of the potential risks in investing in such companies and should make the decision to invest only after careful consideration and consultation with his or her own independent financial advisor;
- (ix) Even after the Bonds are admitted to trading on Prospects MTF, the Issuer is required to remain in compliance with certain requirements relating, *inter alia*, to the free transferability, clearance and settlement of the Bonds in order to remain eligible to trade on Prospects MTF in terms of the Prospects MTF Rules issued by the Exchange as amended from time to time. Moreover, the MSE has the authority to suspend trading of the Bonds if, *inter alia*, it comes to believe that such a suspension is required for the protection of investors or the integrity or reputation of the market. The MSE may discontinue the trading of the Bonds on Prospects MTF. Any such trading suspension or listing revocations/discontinuance could have a material adverse effect on the liquidity and value of the Bonds;
- (x) The Bonds shall constitute the general, direct, unconditional and unsecured obligations of the Issuer, and shall be guaranteed in respect of both the interest due and the principal amount under said Bonds by the Guarantor. The Bonds shall at all times rank *pari passu*, without any priority or preference among themselves and, save for such exceptions as may be provided by applicable law, shall rank without priority and preference to all other present and future unsecured obligations of the Issuer and the Guarantor. The Bonds will, however, rank subordinate to the present and future secured creditors of the Issuer and the Guarantor, if any. Furthermore, subject to the negative pledge (section 22.5 of this Company Admission Document), third party security interests may be registered which will rank in priority to the Bonds against the assets of the Issuer and the Guarantor for so long as such security interests remain in effect.
- (xi) In view of the fact that the Bonds are being guaranteed by the Guarantor, Bondholders are entitled to request the Guarantor to pay both the Interest due and the principal amount under said Bonds if the Issuer fails to meet any amount, when due. The strength of this undertaking on the part of the Guarantor and, therefore, the level of recoverability by the Bondholders from the Guarantor of any

amounts due under any of the Bonds is dependent upon and directly linked to the financial position and solvency of the Guarantor, such that the level of recoverability is further dependent upon the existence or otherwise of any prior ranking claims over the assets of the Guarantor. Furthermore, subject to the negative pledge clause (section 22.5 of this Company Admission Document), third party security interests may be registered which will rank in priority to the Bonds against the assets of the Issuer and of the Guarantor, as the case may be, for so long as such security interests remain in effect.

- (xii) The issue and allotment of the Bonds is conditional upon the Bonds being admitted to the Prospects MTF List.
- (xiii) The Issuer has not sought, nor does it intend to seek, the credit rating of an independent rating agency and there has been no assessment by any independent rating agency of the Bonds;
- (xiv) In the event that the Issuer wishes to amend any of the Terms and Conditions of the issue of the Bonds it shall call a meeting of Bondholders in accordance with the provisions of section 22.16 of the Company Admission Document. These provisions permit defined majorities to bind all Bondholders, including Bondholders who do not attend and vote at the relevant meeting and Bondholders who vote in a manner contrary to the majority;
- (xv) The Bonds and the Terms and Conditions of the Bond Issue are based on the requirements of the Prospects MTF Rules, the Companies Act and applicable regulations in effect as at the date of the Company Admission Document. No assurance can be given as to the impact of any possible judicial decision or change in law or administrative practice after the date of the Company Admission Document.
- (xvi) The funds or assets constituting the Sinking Fund (as described in section 22.24 of the Company Admission Document) shall be held by Jesmond Mizzi Financial Advisors Limited as trustees for the benefit of the Issuer. In accordance with Section 302 of the Act, in the event of winding up of the Issuer, where the assets are insufficient to meet the liabilities, the right of secured and unsecured creditors (which include the Bondholders) and the priority and ranking of their debts shall be regulated by the law for the time being in force. Accordingly, in view of the unsecured rights of Bondholders under the Bonds, any secured creditors of the issuer shall have recourse to the funds or assets constituting the sinking fund to satisfy their secured claims with priority over Bondholders.

## **19 PERSONS RESPONSIBLE**

This Document includes information given in compliance with the Prospects MTF Rules for the purpose of providing prospective investors with information with regard to the Issuer and the Guarantor and the Bonds. The Directors, whose names appear in section 5.1 of the Company Admission Document: Part One, accept responsibility for the information contained in this Company Admission Document.

To the best of the knowledge and belief of the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this Company Admission Document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

## 20 CONSENT FOR USE OF THE COMPANY ADMISSION DOCUMENT

### **Consent required in connection with the Intermediaries' Offer in terms of section 22.2 of this Company Admission Document:**

As explained in section 22.2 of this Company Admission Document, the Bonds shall be made available for subscription by Authorised Intermediaries through an Intermediaries' Offer.

For the purposes of any subscription for Bonds by Authorised Intermediaries pursuant to such an Intermediaries' Offer and any subsequent resale, placement or other offering of Bonds by Authorised Intermediaries participating in the Intermediaries' Offer, the Issuer consents to the use of this Company Admission Document: Part Two (and accepts responsibility for the information contained therein) with respect to any such subsequent resale, placement or other offering of Bonds, provided this is limited only:

- i. in respect of Bonds subscribed for in terms of the Intermediaries' Offer by Authorised Intermediaries participating in the Intermediaries' Offer;
- ii. to any resale, placement or other offering of Bonds subscribed for as aforesaid, taking place in Malta;
- iii. to any resale or placement of Bonds taking place within the period of 60 days from the date of the Company Admission Document;

Provided further that any such subsequent resale is in accordance with Article 2(3)(b) of the Companies Act.

There are no other conditions attached to the consent given by the Issuer hereby which are relevant for the use of the Company Admission Document.

All information on the Terms and Conditions of the Bonds which is offered to any prospective investor by Authorised Intermediaries is to be provided by such Authorised Intermediaries to the prospective investor prior to such investor subscribing to any Bonds. Any interested investor has the right to request that Authorised Intermediaries provide the investor with all and any information on the Company Admission Document, including the Terms and Conditions of the Bonds.

None of the Issuer, the Placement Agent, Manager, Registrar and Trustee or any of their respective advisors take any responsibility for any of the actions of any Authorised Intermediary, including their compliance with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to a resale or placement of Bonds, except for the Placement Agent, Manager, Registrar and Trustee when acting in its capacity as an Authorised Intermediary.

Other than as set out herein, neither the Issuer nor the Placement Agent, Manager, Registrar and Trustee has authorised (nor do they authorise or consent to the use of this Company Admission Document in connection with) the making of any public offer of the Bonds by any person in any circumstances. Any such unauthorised offers are not made on behalf of the Issuer or the Placement Agent, Manager, Registrar and Trustee and neither the Issuer nor the Placement Agent, Manager, Registrar and Trustee has any responsibility or liability for the actions of any person making such offers.

Prospective investors should enquire whether an intermediary is considered to be an Authorised Intermediary in terms of the Company Admission Document. If the prospective investor is in doubt as

to whether it can rely on the Company Admission Document 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 this Company Admission Document. If given or made, it must not be relied upon as having been authorised by the Issuer or Placement Agent, Manager, Registrar and Trustee. The Issuer does not accept responsibility for any information not contained in this Company Admission Document.

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

Any resale, placement or other offering of Bonds to an investor by an Authorised Intermediary, will be made in accordance with any terms and other arrangements in place between such Authorised Intermediary and such investor including as to price, allocations and settlement arrangements. Where such information is not contained in the Company Admission Document, it will be the responsibility of the applicable Authorised Intermediary at the time of such resale, placement or other offering to provide the investor with that information and neither the Issuer nor the Placement Agent, Manager, Registrar and Trustee has any responsibility or liability for such information.

**Any Authorised Intermediary using this Company Admission Document in connection with a resale, placement or other offering of Bonds subsequent to the Bond Issue shall, limitedly for the period of 60 days from the date of the Company Admission Document, publish on its website a notice to the effect that it is using this Company Admission Document for such resale, placement or other offering in accordance with the consent of the Issuer and the conditions attached thereto. The consent provided herein shall no longer apply following the lapse of such period.**

Any new information with respect to Authorised Intermediaries unknown at the time of the approval of this Company Admission Document will be made available through a company announcement made out by the Issuer and published on the Prospects MTF Website and also be made available on the Issuer's website: [www.dizz.com.mt](http://www.dizz.com.mt).

## **21 KEY INFORMATION**

### **21.1 Reasons for the Issue and Use of Proceeds**

The proceeds from the Bond Issue, which net of issue expenses are expected to amount to approximately €7,318,000 will be used by the Issuer for the following purposes in the following order of priority, and should the amount not be utilised in full, such additional proceeds used for the following purposes:

- A. a maximum amount €611,000 will be advanced under title of loan to the Guarantor to pay the final payment on the Laguna property, inclusive of professional fees, stamp duty and furniture expenses, upon deed of sale. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;
- B. a maximum amount of €2,420,000 of the proceeds from the Bonds will be advanced under title of loan to the Guarantor to be utilised for the payment of upfront rent to Sliema Wanderers Football Club. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;

- C. a maximum amount of €1,587,000 of the proceeds from the Bonds will be advanced under title of loan to the Guarantor to be utilised to finish the D Mall property. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent;
- D. a maximum amount of €1,000,000 of the net proceeds from the Bonds will be advanced under title of loan to the Guarantor to be utilised to finish the Center Parc property. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent.;
- E. a maximum amount €1,700,000 will be advanced under title of loan to the Guarantor to acquire the Qui-si-sana property. Until such time the said payment becomes legally due, the proceeds shall be held on escrow by the Escrow Agent; and
- F. any remaining balance of the net Bond Issue proceeds will be advanced under title of loan to the Guarantor and will be used for general corporate funding purposes.

In the event that the Issuer does not receive subscriptions for the full €7.5 million in Bonds, the Issuer will proceed with the admission of the amount of Bonds subscribed for. Any residual amounts required by the Issuer for the purposes of the uses specified in this section which shall not have been raised through the Bond Issue shall be financed from the Dizz Group's general cash flow and/or bank financing.

## 21.2 Estimated expenses and proceeds of the Issue

Professional fees and costs related to publicity, advertising, printing, admission, registration, management, registrar fees, selling commission and other miscellaneous costs incurred in connection with this Bond Issue, are estimated not to exceed €182,000 and shall be borne by the Issuer. The amount of the expenses will be deducted from the proceeds of the Bond Issue, which, accordingly, will bring the estimated net proceeds from the Bond Issue to €7.32million. There is no particular order of priority with respect to such expenses.

## 21.3 Issue Statistics

Amount	€7.5 million;
Application Forms made available	1 October 2018;
Bond Issue Price	at par (€100 per Bond);
Closing date for Applications to be received	26 October 2018 at 1200 hours (CET);
Denomination	Euro (€);
Events of Default	The events listed in section 22.13 of this Company Admission Document: Part Two;
Form	The Bonds will be issued in fully registered and dematerialised form and will be represented in uncertificated form by an appropriate entry in the electronic register maintained on behalf of the Issuer at the CSD;

Governing law and jurisdiction	The Company Admission Document and the Bonds are governed by and shall be construed in accordance with Maltese Law. The Maltese Courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Company Admission Document and/or the Bonds;
Interest	The Bonds shall bear Interest from and including 29 October 2018 at the rate of 5.35% per annum payable annually in arrears on the Interest Payment Dates;
Interest Payment Date	annually on the 28 October as from 28 October 2019 (the first interest payment date);
Intermediaries' Offer	The Bonds shall form part of an Intermediaries' Offer as set out in section 22.2 of this Company Admission Document: Part Two. The Issue Period shall close immediately upon attaining full subscription or on the last day of the Issue Period, whichever is the earliest;
ISIN	MT0002001205;
Issue	the Bonds denominated in Euro having a nominal value of €100 each, which will be issued at par and shall bear interest at the rate of 5.35% per annum;
Issue Period	the period between 08:30 hours (CET) on 1 October 2018 and 12:00 hours (CET) on 26 October 2018 (or such earlier date as may be determined by the Issuer) during which the Bonds are available for subscription;
Minimum amount per subscription	five thousand Euro (€5,000) and multiples of one hundred Euro (€100) thereafter;
Plan of Distribution	The Bonds are open for subscription by Authorised Intermediaries pursuant to the Intermediaries' Offer;
Redemption Date	28 October 2028;
Status of the Bonds	The Bonds shall constitute the general, direct, unconditional and unsecured obligation of the Issuer, guaranteed by the Guarantor, and shall at all times rank <i>pari passu</i> , without any priority or preference among themselves and with other unsecured debt of the Issuer and the Guarantor, present and future;
Subscription	multiples of one hundred Euro (€100);
Underwriting	The Bonds are not underwritten;

#### 21.4 Interest of Natural and Legal Persons involved in the Issue

Save for the possible subscription for Bonds by Authorised Intermediaries (which includes Jesmond Mizzi Financial Advisors Limited), and any fees payable in connection with the Bond Issue to Jesmond

Mizzi Financial Advisors Limited as Placement Agent, Manager, Registrar and Trustee, so far as the Issuer is aware no person involved in the Bond Issue, other than the Issuer and the Guarantor, has an interest material to the Bond Issue.

## 21.5 Expected timetable of principal events

1. Application Forms made available	1 October 2018
2. Issue Period	1 October 2018 to 26 October 2018
3. Commencement of interest on the Bonds	29 October 2018
4. Expected date of Admission of the Bonds to Prospects MTF	29 October 2018
5. Expected date of commencement of trading in the Bonds	30 October 2018

The Issuer reserves the right to close the Intermediaries' Offer of the Bonds before 26 October 2018 at 12:00 hours CET in the event that the Bonds are fully subscribed prior to said date and time. In such eventuality the events set out in steps three (3) to five (5) above shall be brought forward, although the number of working days between the respective events shall not be altered.

## 22 INFORMATION CONCERNING THE BONDS

Each Bond shall be issued subject to the Terms and Conditions set out in this Company Admission Document: Part Two and, by subscribing to or otherwise acquiring the Bonds, the Bondholders are deemed to have knowledge of all the Terms and Conditions of the Bonds hereafter described and to accept and be bound by the said Terms and Conditions.

### 22.1 General

- 22.1.1** Each Bond forms part of a duly authorised issue of 5.35% unsecured bonds 2028 of a nominal value of €100 per Bond issued by the Issuer at par up to the principal amount of €7.5 million (except as otherwise provided under section 22.15 "*Further Issues*" below).
- 22.1.2** The issue date of the Bonds is 1 October 2018.
- 22.1.3** The currency of the Bonds is Euro (€).
- 22.1.4** The Bonds shall bear Interest at the rate of 5.35% per annum payable annually in arrears on 28 October of each year, the first interest falling on 28 October 2019. Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day.
- 22.1.5** Subject to admission of the Bonds to the Prospects MTF of the MSE, the Bonds are expected to be assigned ISIN: MT0002001205.
- 22.1.6** The issue of the Bonds is made in accordance with the requirements of the Prospects MTF Rules.

- 22.1.7** The Bonds are expected to be admitted on the Prospects MTF List on 29 October 2018 and dealing is expected to commence on 30 October 2018.
- 22.1.8** The Issuer reserves the right that should any Bonds be sold on the secondary market, such Bonds may be purchased by the Issuer, at the price they would be trading at the time, prior to the Bonds' Redemption Date.
- 22.1.9** All outstanding Bonds, not previously purchased and cancelled, shall be redeemed by the Issuer at par (together with interest accrued to the date fixed for redemption) on the Redemption Date.
- 22.1.10** Should any Application not be accepted, or be accepted for fewer Bonds than those applied for, the monies or the balance of the amount paid but not allocated will be returned by the Placement Agent, Manager, Registrar and Trustee without interest by direct credit into the Applicant's bank account as indicated by the Applicant in the Application Form within five (5) Business Days from the date of final allocation. Neither the Issuer nor the Placement Agent, Manager, Registrar and Trustee will be responsible for any charges, loss or delays in transmission of the refunds. In this regard, save as otherwise may be established by the applicable law, any monies returnable to Applicants may be retained pending clearance of the remittance and any verification of identity or compliance with customer acceptance policy as required by the Prevention of Money Laundering Act (Cap. 373 of the laws of Malta) and regulations made thereunder. Such monies will not bear interest while retained as aforesaid.
- 22.1.11** There are no special rights attached to the Bonds other than the right of the Bondholders to payment of capital and interest (as detailed below) and in accordance with the ranking specified in section 22.4 of this Company Admission Document.
- 22.1.12** The minimum subscription amount of Bonds that can be subscribed for by Applicants is €5,000, and in multiples of €100 thereafter.
- 22.1.13** The Bond Issue is not underwritten. In the event that the Bond Issue is not fully subscribed the Issuer will proceed with the admission of the amount of Bonds subscribed for.

## **22.2 Intermediaries' Offer**

The total amount of €7.5 million of Bonds is being reserved for subscription by Authorised Intermediaries participating in the Intermediaries' Offer, provided that the offer being made pursuant to this Company Admission Document to less than 150 persons per Member State of the European Union or a state forming part of the European Economic Area as provided in Article 2(3)(b)(ii) of the Companies Act, not including qualified investors (as the term is defined in the Companies Act).

In this regard, the Issuer has entered into conditional subscription agreements with Authorised Intermediaries for the subscription of the Bonds, whereby it will bind itself to allocate Bonds thereto up to the total amount of €7.5 million as aforesaid during the Intermediaries' Offer.

In terms of the subscription agreement entered into with the Authorised Intermediary, the Issuer will be conditionally bound to issue, and the Authorised Intermediary will conditionally bind itself to subscribe for, a number of Bonds as indicated therein subject to the Bonds being admitted to trading on the Prospects MTF. The subscription agreement will become binding on each of the Issuer and the respective Authorised Intermediaries upon delivery, provided that these intermediaries would have

paid to the Placement Agent, Manager, Registrar and Trustee all subscription proceeds in cleared funds on delivery of the subscription agreement.

Authorised Intermediaries subscribing for Bonds may do so for their own account or for the account of underlying customers, including retail customers, and shall, in addition, be entitled to distribute any portion of the Bonds subscribed for upon commencement of trading.

### 22.3 Plan of Distribution and Allotment

The Issuer has appointed Jesmond Mizzi Financial Advisors Limited as Placement Agent, Manager, Registrar and Trustee for the purposes of this Bond Issue. Subject to the terms of this Company Admission Document, applications for subscriptions to the Bonds shall be made through the Placement Agent, Manager, Registrar and Trustee or any of the Authorised Intermediaries during the Issue Period on a first-come-first-served basis. The Issue Period shall close immediately upon attaining full subscription or on the last day of the Issue Period, whichever is the earliest. Subscription to the Bonds must be accompanied by full price of the Bonds applied for in Euro and in cleared funds at the Issue Price. If the Application Form(s) and proof of payment of cleared funds do not reach the Placement Agent, Manager, Registrar and Trustee, as applicable, by the close of the Issue Period, the Application will be deemed to have been declined.

It is expected that notification of allotment will be announced to Bondholders within five (5) Business Days of the closing of the Issue Period.

Dealings in the Bonds shall not commence prior to admission to trading of the Bonds by the MSE or prior to the said notification.

### 22.4 Status and Ranking of the Bonds

The Bonds shall constitute the general, direct, unconditional and unsecured obligations of the Issuer, guaranteed by the Guarantor, and shall at all times rank *pari passu*, without any priority or preference among themselves and with other outstanding and unsecured debt of the Issuer and Guarantor, present and future. Furthermore, subject to the negative pledge clause set out in section 22.5 of this Company Admission Document, third party security interests may be registered which will rank in priority to the Bonds against the assets of the Issuer and Guarantor, as the case may be, for so long as such security interests remain in effect.

As at the date of the Company Admission Document, the D Shopping Mall Group did not have any indebtedness. Following the issue of Bonds, the Bonds would also rank after any future debts which may be secured by a cause of preference such as a privilege and/or a hypothec.

### 22.5 Negative Pledge

The Issuer undertakes, for as long as any principal or interest under the Bonds or any of the Bonds remains outstanding, not to create or permit to subsist any Security Interest (as defined below), other than a Permitted Security Interest (as defined below), upon the whole or any part of their present or future assets or revenues to secure any Financial Indebtedness (as defined below) of the Issuer, unless at the same time or prior thereto the Issuer's indebtedness under the Bonds shares in and is secured equally and rateably therewith, and the instrument creating such Security Interest so provides.

**“Financial Indebtedness”** means any indebtedness in respect of: (A) monies borrowed; (B) any debenture, bond, note, loan, stock or other security; (C) any acceptance credit; (D) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance for

the acquisition of that asset; (E) leases entered into primarily as a method of raising finance for the acquisition of the asset leased; (F) amounts raised under any other transaction having the commercial effect of borrowing or raising of money; (G) any guarantee, indemnity or similar assurance against financial loss of any person;

**“Security Interest”** means any privilege, hypothec, pledge, lien, charge or other encumbrance or real right which grants rights of preference to a creditor over the assets of the Issuer;

**“Permitted Security Interest”** means: (A) any Security Interest arising by operation of law; (B) any Security Interest securing temporary bank loans or overdrafts in the ordinary course of business; (C) any other Security Interest (in addition to (A) and (B) above) securing Financial Indebtedness of the Issuer, in an aggregate outstanding amount not exceeding 80% of the difference between the value of the unencumbered assets of the Issuer and the aggregate principal amount of Bonds outstanding at the time net any monies set aside for Sinking Fund purposes.

Provided that the aggregate Security Interests referred to in (B) and (C) above do not result in the unencumbered assets of the Issuer being less than 105.35% of the aggregate principal amount of the Bonds still outstanding;

**“Unencumbered assets”** means assets which are not subject to a Security Interest.

## 22.6 Rights attaching to the Bonds

There are no special rights attached to the Bonds other than the right of the Bondholders to:

- i. the payment of interest;
- ii. the payment of capital;
- iii. ranking with respect to other indebtedness of the Issuer in accordance with the provisions of section 22.4 hereof;
- iv. attend, participate in and vote at meetings of Bondholders in accordance with the Terms and Conditions of the Bond Issue; and
- v. enjoy all such other rights attached to the Bonds emanating from the Company Admission Document.

## 22.7 Interest

**22.7.1** The Bonds shall bear Interest from and including 29 October 2018 at the rate of 5.35% per annum on the nominal value thereof, payable annually in arrears on each Interest Payment Date. The first Interest payment will be effected on 28 October 2019 (covering the period 29 October 2018 to 28 October 2019). Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day. Each Bond will cease to bear Interest from, and including, its due date for redemption, unless payment of the principal in respect of the Bond is improperly withheld or refused or unless default is otherwise made in respect of payment, in any of which events Interest shall continue to accrue at the rate specified above plus one per cent (1%), 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 (Cap. 16 of the laws of Malta), the right of Bondholders to bring claims for payment of interest and repayment of the principal on the Bonds is barred by the lapse of five (5) years.

**22.7.2** 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.

## **22.8 Yield**

- 22.8.1** The gross yield calculated on the basis of the Interest, the Bond Issue Price and the Redemption Value of the Bonds at Redemption Date is 5.35%.

## **22.9 Registration, Form, Denomination and Title**

- 22.9.1** Certificates will not be delivered to Bondholders in respect of the Bonds in virtue of the fact that the entitlement to Bonds will be represented in an uncertificated form by the appropriate entry in the electronic register maintained on behalf of the Issuer by the CSD. There will be entered in such electronic register the names, addresses, identity card numbers (in the case of natural persons), registration numbers (in the case of body corporates) and MSE account numbers of the Bondholders and particulars of the Bonds held by them respectively; and the Bondholders shall have, at all reasonable times during business hours, access to the register of Bondholders held at the CSD for the purpose of inspecting information held on their respective account.
- 22.9.2** The CSD will issue, upon a request by a Bondholder, a statement of holdings to such Bondholder evidencing his/her/its entitlement to Bonds held in the register kept by the CSD.
- 22.9.3** Upon submission of an Application Form, Bondholders who opt to subscribe for the online e-portfolio account with the CSD, by marking the appropriate box on the Application Form, will be registered by the CSD for the online e-portfolio facility and will receive by mail at their registered address a handle code to activate the new e-portfolio login. The Bondholder's statement of holdings evidencing entitlement to Bonds held in the register kept by the CSD and registration advices evidencing movements in such register will be available through the said e-portfolio facility on <https://eportfolio.borzamalta.com.mt/>. Further detail on the e-portfolio is [found on https://eportfolio.borzamalta.com.mt/Help](https://eportfolio.borzamalta.com.mt/Help).
- 22.9.4** The Bonds will be issued in fully registered form, in denominations of any integral multiple of €100 per Bond, provided that on subscription the Bonds will be issued for a minimum of €5,000 per individual Bondholder. Authorised Intermediaries subscribing to the Bonds through nominee accounts for and on behalf of clients shall apply the minimum subscription amount of €5,000 to each underlying client.
- 22.9.5** Any person in whose name a Bond is registered, may (to the fullest extent permitted by applicable law) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Bond. Title to the Bonds may be transferred as provided below under the heading "Transferability of the Bonds" in section 22.14 of the Company Admission Document.

## **22.10 Pricing**

The Bonds are being issued at par, that is, at €100 per Bond.

## **22.11 Payments**

- 22.11.1** Payment of the principal amount of the Bonds will be made in Euro by the Issuer to the person in whose name such Bonds are registered, with interest accrued up to the Redemption Date, by means of direct credit transfer into such bank account as the Bondholder may designate from time to time. Upon payment of the Redemption Value, the Bonds shall be redeemed and the appropriate entry shall be made in the electronic register of the Bonds at the CSD.
- 22.11.2** In the case of Bonds held subject to usufruct, payment of interests will be made out in favour of usufructuary while the redemption payment will be made out only against the joint instructions of all bare owners and usufructuaries. Before effecting payment, the Issuer and/or the CSD shall be entitled to request any legal documents deemed necessary concerning the entitlement of the bare owner/s and the usufructuary/ies to payment of the Bonds.
- 22.11.3** Payment of interest on a Bond will be made to the person in whose name such Bond is registered at the close of business fifteen (15) days prior to the Interest Payment Date, by means of a direct credit transfer into such bank account as the Bondholder may designate, from time to time. Such payment shall be effected within seven (7) days of the Interest Payment Date. The Issuer shall not be responsible for any charges, loss or delay in transmission.
- 22.11.4** All payments with respect to the Bonds are subject in all cases to any pledge (duly constituted) and to any applicable fiscal or other laws and regulations prevailing in Malta. In particular, but without limitation, all payments of principal and Interest by or on behalf of the Issuer in respect of the Bonds shall be made net of any amount which the Issuer is compelled by law to deduct or withhold for or on account of any present or future taxes, duties, assessments or other government charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Republic of Malta or any authority thereof or therein having power to tax.
- 22.11.5** No commissions or expenses shall be charged by the Issuer to the Bondholders in respect of payments made in accordance with this section 22.11. The Issuer shall not be liable for charges, expenses and commissions levied by parties other than the Issuer.

## **22.12 Redemption and Purchase**

- 22.12.1** Unless previously purchased and cancelled, the Issuer hereby irrevocably covenants in favour of each Bondholder that the Bonds will be redeemed at their nominal value (together with accrued interest) on 28 October 2028. In such a case the Issuer shall be discharged of any and all payment obligations under the Bonds upon payment made net of any withholding or other taxes due or which may be due under Maltese Law and which is payable by the Bondholders.
- 22.12.2** Subject to the provisions of this section 22.12, the Issuer may at any time purchase Bonds in the open market or otherwise at any price. Any purchase by tender shall be made available to all Bondholders alike.
- 22.12.3** All Bonds so redeemed or purchased will be cancelled forthwith and may not be re-issued or re-sold.

## 22.13 Events of Default

The Bonds shall become immediately due and repayable at their principal amount, together with any accrued interest, if any of the following events (“**Events of Default**”) shall occur:

- i. the Issuer and/or Guarantor shall fail to pay any Interest on any Bond when due and such failure shall continue for thirty (30) days after written notice thereof shall have been given to the Issuer and/or Guarantor, as the case may be, by any Bondholder; and/or
- ii. the Issuer shall fail duly to perform or shall otherwise be in breach of any other material obligation contained in the Terms and Conditions of the Bonds and such failure shall continue for sixty (60) days after written notice thereof shall have been given to the Issuer by any Bondholder; and/or
- iii. an order is made or resolution passed or other action taken for the dissolution, termination of existence, liquidation, winding-up or bankruptcy of the Issuer and/or Guarantor; or
- iv. in terms of article 214(5) of the Act, a Court order or other judicial process is levied or enforced upon or sued out against any part of the property of the Issuer and is not paid out, withdrawn or discharged within one month; and/or
- v. the Issuer stops payment of its debts (whether of principal or interest) or ceases or threatens to cease to carry on its business; and/or
- vi. the Issuer or the Guarantor is unable to pay its debts within the meaning of article 214(5) of the Act, or any statutory modification or re-enactment thereof;
- vii. the Issuer or the Guarantor substantially changes the object or nature of its business as currently carried on; and/or
- viii. any material indebtedness of the Issuer or the Guarantor is not paid when properly due or becomes properly due and payable or any creditor of the Issuer or the Guarantor (as the case may be) becomes entitled to declare any such material indebtedness properly due and payable prior to the date when it would otherwise have become properly due or any guarantee or indemnity of the Issuer or the Guarantor in respect of indebtedness is not honoured when properly due and called upon; PROVIDED THAT for the purposes of this provision, material indebtedness shall mean an amount exceeding €500,000; and/or
- ix. it becomes unlawful at any time for the Issuer or the Guarantor to perform all or any of its obligations hereunder or to manage the Properties; and/or
- x. there shall have been entered against the Issuer a final judgement by a court of competent jurisdiction from which no appeal may be or is made for the payment of money in excess of half a million Euro (€500,000) or its equivalent and ninety (90) days shall have passed since the date of entry of such judgement without its having been satisfied or stayed.

Upon any such declaration being made as aforesaid the said principal monies and interest accrued under the Bonds shall be deemed to have become immediately payable at the time of the event which shall have happened as aforesaid.

## **22.14 Transferability of the Bonds**

- 22.14.1** The Bonds are freely transferable and, once admitted to the Prospects MTF, shall be transferable only in whole (in multiples of €100) in accordance with the rules and regulations of Prospects MTF and the MSE applicable from time to time. If Bonds are transferred in part, such attempted partial transfer will not be cleared and the transferee thereof will not be registered as a Bondholder or claim from the Issuer any purported benefit therefrom.
- 22.14.2** Any person becoming entitled to a Bond in consequence of the death or bankruptcy of a Bondholder may, upon such evidence being produced as may, from time to time, properly be required by the Issuer or the CSD, elect either to be registered himself as holder of the Bond or to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the CSD a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by transferring the Bond, or procuring the transfer of the Bond, in favour of that person. Provided always that if a Bond is transmitted in furtherance of this paragraph, a person will not be registered as a Bondholder unless such transmission is made in multiples of €100.
- 22.14.3** All transfers and transmissions are subject in all cases to any pledge (duly constituted) of the Bonds and to any applicable laws and regulations.
- 22.14.4** The cost and expenses of effecting any registration of transfer or transmission, except for the expenses of delivery by any means other than regular mail (if any) and except, if the Issuer shall so require, the payment of a sum sufficient to cover any tax, duty or other governmental charge or insurance charges that may be imposed in relation thereto, will be borne by the person to whom the transfer/transmission has been made.
- 22.14.5** The Issuer will not register the transfer or transmission of Bonds for a period of fifteen (15) days preceding the Interest Payment Date or the due date for redemption.

## **22.15 Further Issues**

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

## **22.16 Meetings of Bondholders**

- 22.16.1** The Issuer may, from time to time, call meetings of Bondholders for the purpose of consultation with Bondholders 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 of the Bonds and the rights of the Bondholders arising under the Company Admission Document; (ii) considering and approving the exchange or substitution of the Bonds by, or the conversion of the Bonds into, shares, debentures or other obligations or securities of the Issuer; and (iii) obtaining the consent of Bondholders on other matters which in terms of the Company Admission Document require the approval of a Bondholders' meeting in accordance with section 22.16.3 below.

- 22.16.2** A meeting of Bondholders shall be called by the Directors by giving all Bondholders listed on the register of Bondholders as at a date being not more than thirty (30) days preceding the date scheduled for the meeting, not less than fourteen (14) days' notice in writing. Such notice shall set out the time, place and date set for the meeting and the matters to be discussed or decided thereat, including, if applicable, sufficient information on any amendment of the Company Admission Document that is proposed to be voted upon at the meeting and seeking the approval of the Bondholders. Following a meeting of Bondholders held in accordance with the provisions contained hereunder, the Issuer shall, acting in accordance with the resolution(s) taken at the meeting, communicate to the Bondholders whether the necessary consent to the proposal made by the Issuer has been granted or withheld. Subject to having obtained the necessary approval by the Bondholders in accordance with the provisions of this section at a meeting called for that purpose as aforesaid, any such decision shall subsequently be given effect to by the Issuer.
- 22.16.3** The amendment or waiver of any of the Terms and Conditions of Issue of the Bonds may only be made with the approval of Bondholders at a meeting called and held for that purpose in accordance with the terms hereof.
- 22.16.4** A meeting of Bondholders 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) Bondholders present, in person or by proxy, representing not less than 50% in nominal value of the Bonds 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 Bondholders present at that meeting. The Issuer shall within two (2) days from the date of the original meeting publish by way of a company announcement the date, time and place where the adjourned meeting is to be held. An adjourned meeting shall be held not earlier than seven (7) days, and not later than fifteen (15) days, following the original meeting. At an adjourned meeting the number of Bondholders present at the commencement of the meeting, 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.
- 22.16.5** Any person who in accordance with the Memorandum and Articles of Association of the Issuer is to chair the annual general meetings of shareholders shall also chair meetings of Bondholders.
- 22.16.6** Once a quorum is declared present by the chairman of the meeting, the meeting may then proceed to business and address the matters set out in the notice convening the meeting. In the event that decisions are required to be taken at the meeting, the Directors or their representative shall present to the Bondholders the reasons why it is deemed necessary or desirable and appropriate that a particular decision is taken. The meeting shall allow reasonable and adequate time to Bondholders to present their views to the Issuer and the other Bondholders present at the meeting. The meeting shall then put the matter as proposed by the Issuer to a vote of Bondholders present at the time at which the vote is being taken, and any Bondholders 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.
- 22.16.7** The voting process shall be managed by the Issuer's Company Secretary under the supervision and scrutiny of the auditors of the Issuer.

**22.16.8** The proposal placed before a meeting of Bondholders shall only be considered approved if at least sixty per cent (60%) in nominal value of the Bondholders present at the meeting at the time when the vote is being taken, in person or by proxy, shall have voted in favour of the proposal.

**22.16.9** Save for the above, the rules generally applicable to proceedings at general meetings of shareholders of the Issuer shall *mutatis mutandis* apply to meetings of Bondholders.

## **22.17 Authorisations and Approvals**

The Directors authorised the Bond Issue and the publication of the Company Admission Document pursuant to a board of directors' resolution passed on 26 September 2018. The Guarantee being given by the Guarantor in respect of the Bonds has been authorised by a resolution of the board of directors of the Guarantor dated 27 September 2018.

## **22.18 Admission to Trading**

**22.18.1** Application has been made to the Malta Stock Exchange for the Bonds being issued pursuant to the Company Admission Document to be admitted and traded on its Prospects MTF.

**22.18.2** While the MSE has disclaimed responsibility for the contents of this CAD, it has authorised the issue of the said Admission Document in respect of this Application.

**22.18.3** The Bonds are expected to be admitted to the Malta Stock Exchange with effect from 29 October 2018 and trading is expected to commence on 30 October 2018. Dealing may commence prior to notification of the amount allocated being issued to Applicants.

## **22.19 Representations and Warranties**

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

- i. it is duly incorporated and validly existing under the laws of Malta and has the power to carry on its business as it is now being conducted and to hold its property and other assets under legal title; and
- ii. it has the power to execute, deliver and perform its obligations under the Company Admission Document and that all necessary corporate, shareholder and other actions have been duly taken to authorise the execution, delivery and performance of the same, and further that no limitation on its power to borrow or guarantee shall be exceeded as a result of the Terms and Conditions or the Company Admission Document.

**22.19.2** The Company Admission Document contains all relevant material information with respect to the Issuer and Guarantor and all information contained in the Company Admission Document is in every material respect true and accurate and not misleading, and there are no other facts in relation to the Issuer and/or Guarantor, their respective business and financial position, the omission of which would, in the context of issue of the Bonds, make any statement in the Company Admission Document misleading or inaccurate in any material respect.

## 22.20 Bonds held jointly

In respect of any Bonds held jointly by several persons (including husband and wife), the joint holders shall nominate one (1) of their number as their representative and his/her name will be entered in the register with such designation. By default, the person whose name shall be inserted in the field entitled “Applicant” on the Application Form, or the first named in the register of Bondholders shall, for all intents and purposes, be deemed to be such nominated person by all those joint holders. Such person shall, for all intents and purposes, be deemed to be the registered holder of the Bond/s so held.

## 22.21 Bonds held subject to usufruct

In respect of a Bond held subject to usufruct, the name of the bare owner and the usufructuary shall be entered in the register. The usufructuary shall, for all intents and purposes, be deemed *vis-a-vis* the Issuer to be the holder of the Bond/s so held and shall have the right to receive interest on the Bond/s and to vote at meetings of the Bondholders but shall not, during the continuance of the Bond/s, have the right to dispose of the Bond/s so held without the consent of the bare owner, and shall not be entitled to the repayment of principal on the Bond (payable on the joint instruction of both usufructuary and bare owner).

## 22.22 Governing law and jurisdiction

**22.22.1** The Bonds are governed by and shall be construed in accordance with Maltese Law.

**22.22.2** Any legal action, suit or proceedings against the Issuer and/or Guarantor and arising out of or in connection with the Bonds and/or the Company Admission Document shall be brought exclusively before the Maltese courts.

## 22.23 Notices

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

## 22.24 Sinking Fund

The Issuer hereby undertakes that as from the financial year ending 31 December 2024 it shall, over a period of five (5) years, build a Sinking Fund the value of which will by the Redemption Date be equivalent to 100% of the value of the issued Bonds. The Issuer shall primarily use the Sinking Fund to repay the Bonds on the Redemption Date or in any other manner in accordance with this Company Admission Document. The Issuer shall make periodic payments for the purpose of building up this Sinking Fund. Below is a table with the minimum amounts to be paid by the Issuer for this purpose:

### Sinking fund contribution for the years ending 31 December

€000	2024	2025	2026	2027	2028
Annual contribution	1,500	1,500	1,500	1,500	1,500
Cumulative balance	1,500	3,000	4,500	6,000	7,500

The Issuer has appointed Jesmond Mizzi Financial Advisors Limited (“Jesmond Mizzi”) as trustee of the sinking fund. Jesmond Mizzi is an investment service license holder, licensed by the Malta Financial Services Authority, independent of the Issuer. The assets constituting the sinking fund shall be transferred to Jesmond Mizzi’s clients account and shall be registered in the name of the Issuer’s

sinking fund. For clarification purposes, it is hereby noted that the sinking fund assets shall remain the assets of the Issuer, but they shall be subject to the control of the Trustee.

The functions of the Trustees of the Sinking Fund shall include the following:

- i. take control of the assets of the Sinking Fund which shall be segregated from the other assets of the Issuer;
- ii. monitor the Issuer's obligation to effect yearly payments to the Sinking Fund;
- iii. seek to ensure that by Redemption Date, the Sinking Fund would have accumulated 100% of the nominal amount of the Bonds still outstanding. In the event of a shortfall, the Trustees of the Sinking Fund is to ensure that such discrepancy, caused by the Issuer, would be due to justifiable reasons;
- iv. The Trustees of the Sinking Fund are to ascertain that the Issuer has applied the assets in accordance with the treasury management policy in the following order:
  - a) Buy-back its own bonds on the secondary market should a Bondholder wish to sell the Bonds and/or;
  - b) At least 15% of the total amount following buy-back of any Bonds shall be maintained in an interest bearing bank account denominated in euro and held with a bank established in the European Economic Area or invested in Malta treasury bills;
  - c) Not more than 85% of the total amount following buy-back of any Bonds shall be invested in Malta Government Stocks or in local SICAVs that principally invest in Malta Government Stocks, debt instruments quoted on reputable stock exchanges and UCITS funds;
- v. monitor that the portfolio of assets within the Sinking Fund is being managed appropriately;
- vi. authorise the release of Sinking Fund assets in the event that the Issuer requires the use of such assets due to temporary liquidity problems as detailed below; and
- vii. draw up an annual report, addressed to the Bondholders, as to the extent of compliance by the Issuer with the provisions of this section 22.24, a copy of which shall be published through a company announcement and shall be included in the annual financial statements of the Issuer.

The Issuer may not create or permit to subsist security over the Sinking Fund assets, other than the creation of a general hypothec or privilege with a credit institution in the event that the Issuer is facing temporary liquidity problems. Prior to the utilisation of the Sinking Fund assets for such temporary use, the consent of the Trustees of the Sinking Fund must be requested after approval by the Board of Directors of the Issuer.

The Issuer shall on a half-yearly basis, in its interim and annual financial statements, explain the Issuer's compliance with the Sinking Fund requirements as detailed in this section 22.24 and if necessary explain the reasons for non-compliance, if any. The Bondholders will be informed on the publication of the said financial statements through the issuance of a company announcement by the Issuer. The financial information will be available for inspection at the registered office of the Issuer and in electronic form on the Issuer's website [www.dizz.com.mt](http://www.dizz.com.mt).

## 23 TAXATION

### 23.1 General

**Investors and prospective investors are urged to seek professional advice as regards both Maltese and any foreign tax legislation which may be applicable to them in respect of the Bonds, including their acquisition, holding and transfer, as well as any income/gains derived therefrom or made on their transfer. The following is a summary of the anticipated tax treatment applicable to the Bonds and to Bondholders in so far as taxation in Malta is concerned at the time of issue of this Company Admission Document. This information does not constitute legal or tax advice and does not purport to be exhaustive.**

The information below is based on an interpretation of tax law and practice relative to the applicable legislation, as known to the Issuer at the date of issue of the Company Admission Document, 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 prospective investors. The precise implications for investors will depend, among other things, on their particular circumstances and on the classification of the Bonds from a Maltese tax perspective, and professional advice in this respect should be sought accordingly.

### 23.2 Malta Tax on Interest

Since interest is payable in respect of a Bond which is the subject of a public issue, unless the Issuer is otherwise instructed by a Bondholder or if the Bondholder does not fall within the definition of “recipient” in terms of article 41(c) of the Income Tax Act (Cap. 123 of the laws of Malta), interest shall be paid to such person net of a final withholding tax, currently at the rate of 15% (10% in the case of certain types of collective investment schemes) of the gross amount of the interest pursuant to article 33 of the said Income Tax Act. Bondholders who do not fall within the definition of a “recipient” do not qualify for the said rate and should seek advice on the taxation of such income.

This withholding tax is considered as a final tax and a Maltese resident individual Bondholder need not declare the interest so received in his income tax return if paid net of tax. No person shall be charged to further tax in respect of such income and the tax deducted shall not be available as a credit against the recipient’s tax liability or available as a refund.

In the case of a valid election made by an eligible Bondholder resident in Malta to receive the interest due without the deduction of final tax, interest will be paid gross and such person will be obliged to declare the interest so received in his income tax return and be subject to tax on it at the standard rates applicable to that person at that time. Additionally, in this latter case the Issuer will advise the Malta Commissioner for Revenue on an annual basis in respect of all interest paid gross and of the identity of all such recipients. Any such election made by a resident Bondholder at the time of subscription may be subsequently changed by giving notice in writing to the Issuer. Such election or revocation will be effective within the time limit set out in the Income Tax Act (Cap. 123 of the laws of Malta).

In terms of article 12(1)(c) of the Income Tax Act (Cap. 123 of the laws of Malta), Bondholders who are not resident in Malta and satisfying the applicable conditions set out in the Income Tax Act (Cap. 123 of the laws of Malta) 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.

### 23.3 Exchange of Information

In terms of applicable Maltese legislation, the User and/or its agent are required to collect and forward certain information (including but not limited to, information regarding payments made to certain Bondholders) to the Commissioner of Revenue. The Commissioner for Revenue may, in turn, automatically or on request, exchange the information to other relevant tax authorities subject to certain conditions. Please note that this does not constitute tax advice and Applicants are to consult their own independent tax advisers in case of doubt.

### 23.4 Foreign Account Tax Compliance Act

The United States (US) enacted the Foreign Account Tax Compliance Act, 2010 (FATCA) that generally imposes a reporting regime and withholding requirements with respect to certain US source payments (including dividends and interest), gross proceeds from the disposition of property that can produce US source interest and dividends and certain payments made by, and financial accounts held with, entities that are classified as financial institutions under FATCA. The US entered into an intergovernmental agreement with Malta on 6 December 2013 regarding the implementation of FATCA. More specifically FATCA requires foreign financial institutions to provide the IRS with information on Specified US persons as defined holding accounts outside of the US, including certain non-US entities with US Controlling Persons. Non-compliance shall result in punitive withholding 30% tax on distributions captured by FATCA. Bondholders should choose any custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make ensure compliance with FATCA. The Issuer's obligations under the Bonds are discharged once it has effected payment as stipulated in this Company Admission Document and therefore the Issuer has no responsibility for any amount thereafter transmitted through the payment chain. FATCA requires reporting financial institutions, as defined, to satisfy applicable due diligence and reporting requirements in terms of the intergovernmental agreement entered into by Malta together with the relevant regulations and guidelines issued by the Commissioner for Revenue. Consequently, certain confidential information in relation to the Bondholders and/or other relevant persons may be reported to the Commissioner for Revenue and automatically exchanged with the IRS pursuant to these requirements. FATCA is rather complex and each Bondholder should consult his own tax advisor to obtain a more detailed explanation of FATCA and to determine how it might affect such holder in his specific circumstance.

### 23.5 Maltese Taxation on Capital Gains on Transfer of the Bonds

On the assumption that the Bonds would not fall within the definition of "securities" in terms of article 5(1)(b) of the Income Tax Act (Cap. 123 of the laws of Malta), 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*", and that such Bonds are held as a capital asset and not for trading purposes, no Maltese income tax on capital gains should be chargeable in respect of any capital gain arising on the transfer of the Bonds.

### 23.6 Duty on Documents and Transfers

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

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

Furthermore, even if the Bonds are considered to be marketable securities for the purposes of the Duty on Documents and Transfers Act, in terms of article 50 of the Financial Markets Act (Cap. 345 of the laws of Malta), in view of the fact that the Bonds constitute financial instruments of a company quoted on a regulated market exchange, as is the MSE, redemptions and transfers of the Bonds should in any case be exempt from Maltese duty.

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

## **24 TERMS AND CONDITIONS OF THE BOND ISSUE**

The following terms and conditions shall be read in conjunction with all the other terms and conditions relative to and regulating the contractual relationship created between an Applicant, the Issuer and the Guarantor.

24.1 The issue and allotment of the Bonds is conditional upon Bonds being admitted to the Prospects MTF List of the MSE. In the event that the Bonds are not admitted to Prospects MTF List of the MSE any application monies received by the Issuer will be returned without interest by direct credit into the Applicant's bank account indicated by the Applicant on the relative Application Form. If no such bank account number is provided, or in the event that bank account details on the Application Form are incorrect or inaccurate, such returns will be made by means of a cheque mailed to the Applicant's address (or, in the case of joint applications, the address of the first named Applicant) indicated in the Application Form. The Issuer shall not be responsible for any charges, and any loss or delay in transmission.

24.2 The Issuer has not established an aggregate minimum subscription level for the Bond Issue.

The completed Application Forms are to be lodged with the Placement Agent, Manager, Registrar and Trustee.

24.3 It is the responsibility of investors wishing to apply for the Bonds to inform themselves as to the legal requirements of so applying, including any requirements relating to external transaction requirements in Malta and any exchange control in the countries of their nationality, residence or domicile.

24.4 The contract created by the Issuer's acceptance of an Application filed by a prospective bondholder shall be subject to all the terms and conditions set out in this Company Admission Document and the Memorandum and Articles of Association of the Issuer.

24.5 Any person, whether natural or legal, shall be eligible to submit an Application and any one (1) person, whether directly or indirectly, should not submit more than one (1) application form. If an Application Form is signed on behalf of another party or on behalf of a corporation or corporate entity or association of persons, the person signing will be deemed to have duly bound his principal, or the relative corporation, corporate entity, or association of persons, and will be deemed also to have given the confirmations, warranties and undertakings contained in

these terms and conditions on their behalf. Such representative may be requested to submit the relative power of attorney/ resolution or a copy thereof duly certified by a lawyer or notary public if so required by the Issuer and/or the Placement Agent, Manager, Registrar and Trustee, but it shall not be the duty or responsibility of the Placement Agent, Manager, Registrar and Trustee or Issuer to ascertain that such representative is duly authorised to appear on the Application Form and bind the Applicant.

- 24.6 In the case of joint Applications, reference to the Applicant in these Terms and Conditions is a reference to each of the joint Applicants, and liability therefor is joint and several.
- 24.7 Applications in the name and for the benefit of minors shall be allowed provided that they are signed by both parents or the legal guardian/s and accompanied by a Public Registry birth certificate of the minor in whose name and for whose benefit the Application Form is submitted. Any Bonds allocated pursuant to such an Application Form shall be registered in the name of the minor as Bondholder, with interest and redemption monies payable to the parents / legal guardian/s signing the application form until such time as the minor attains the age of eighteen (18) years, following which all interest and redemption monies shall be paid directly to the registered holder, provided that the Issuer has been duly notified in writing of the fact that the minor has attained the age of eighteen (18) years.
- 24.8 The Bonds have not been and will not be registered under the Securities Act of 1933 of the United States of America and, accordingly, may not be offered or sold within the United States or to or for the account or benefit of a U.S. person (as such term is defined in Regulation S under the Securities Act of 1933 of the United States of America, as amended).
- 24.9 No person receiving a copy of the Company Admission Document or an Application Form in any territory other than Malta may treat the same as constituting an invitation or offer to such person nor should such person in any event use such Application Form, unless, in the relevant territory, such an invitation or offer could lawfully be made to such person or such Application Form could lawfully be used without contravention of any registration or other legal requirements.
- 24.10 It is the responsibility of any person outside Malta, wishing to make any Application, to satisfy himself/herself/itself as to full observance of the laws of any relevant territory in connection therewith, including obtaining any requisite governmental or other consent, observing any other formality required to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.
- 24.11 Subject to all other terms and conditions set out in the Company Admission Document, the Issuer reserves the right to reject, in whole or in part, or to scale down, any Application, including multiple or suspected multiple applications, and to present any cheques and/or drafts for payment upon receipt. The right is also reserved to refuse any Application which in the opinion of the Issuer is not properly completed in all respects in accordance with the instructions, and/or this Company Admission Document, and/or is not accompanied by the required documents. Only original Application Forms will be accepted and photocopies/facsimile copies will not be accepted. In the case of joint Applications, reference to the Applicant in these Terms and Conditions is a reference to each Applicant, and liability therefor is joint and several.
- 24.12 Save where the context requires otherwise or where otherwise defined therein, terms defined in the Company Admission Document bear the same meaning when used in these Terms and Conditions, in the Application Forms, in any of the annexes and in any other document issued pursuant to the Company Admission Document.

- 24.13 The Issuer has not sought assessment of the Bonds by any independent credit rating agency.
- 24.14 The Bonds will be issued in multiples of €100. The minimum amount of Bonds that can be subscribed for by each Applicant is €5,000.
- 24.15 Subject to all other Terms and Conditions set out in the Company Admission Document, the Issuer reserves the right to revoke the issue at any time before the closing of the Issue Period. The circumstances in which such revocation might occur are expected to be exceptional, for example where a significant change in market conditions occurs.
- 24.16 For the purposes of the Prevention of Money Laundering and Funding of Terrorism Regulations, issued under the Prevention of Money Laundering Act (Chapter 373 of the Laws of Malta), as amended from time to time, all appointed Authorised Intermediaries are under a duty to communicate to the CSD, all information about clients as is required under the Implementing Procedures issued by the Financial Intelligence Analysis Unit under the said Regulations and Articles 1.2(d) and 2.4 of the “Members’ Code of Conduct” appended as Appendix 3.6 to Chapter 3 of the Malta Stock Exchange Bye-Laws, irrespective of whether the said appointed Authorised Intermediaries are Malta Stock Exchange Members or not. Such information shall be held and controlled by the Malta Stock Exchange in terms of the Data Protection Act (Cap. 440 of the laws of Malta) and ancillary legislation as may be promulgated from time to time, including in terms of the General Data Protection Regulation (Regulation (EU) 2016/679), for the purposes and within the terms of the Malta Stock Exchange Data Protection Policy as published and as may from time to time be amended having regard to the provisions of the General Data Protection Regulation provisions.
- 24.17** By completing and delivering an Application Form, the Applicant:
- i. agrees and acknowledges to have had the opportunity to read the Company Admission Document and to be deemed to have had notice of all information and representations concerning the Issuer and the Guarantor and the issue of the Bonds contained therein;
  - ii. warrants that the information submitted by the Applicant in the Application Form is true and correct in all respects and in the case where an MSE account number is indicated in the Application Form, such MSE account number is the correct account of the Applicant. In the event of a discrepancy between the personal details (including name and surname and the Applicant’s address) appearing on the Application Form and those held by the MSE in relation to the MSE account number indicated on the Application Form, the details held by the MSE shall be deemed to be the correct details of the Applicant;
  - iii. authorises the Placement Agent, Manager, Registrar and Trustee and the Directors of the Issuer to include his/her/its name or, in the case of joint Applications the first named Applicant, in the register of debentures of the Issuer in respect of the Bonds allocated to such Applicant and further authorises the Issuer and the MSE to process the personal data that the Applicant provided in the Application Form, for all purposes necessary and subsequent to the Bond Issue applied for, in accordance with the Data Protection Act (Chapter 586 of the laws of Malta), and in the manner and modalities indicated in section 25 hereunder. The Applicant has the right to request access to and rectification of the personal data relating to him/her/it as processed by the Issuer and/or the MSE. Any such requests must be made in writing and sent to the CSD. The requests must further be signed by the Applicant to whom the personal data relates;

- iv. confirms that in making such Application no reliance was placed on any information or representation in relation to the Issuer, the Guarantor or the issue of the Bonds other than what is contained in the Company Admission Document and, accordingly, agree/s that no person responsible solely or jointly for the Company Admission Document or any part thereof will have any liability for any such other information or representation;
- v. agrees that the registration advice and other documents and any monies returnable to the Applicant may be retained pending clearance of his/her/its remittance and any verification of identity as required by the Prevention of Money Laundering Act (Cap. 373 of the laws of Malta) and regulations made thereunder, and that such monies will not bear interest;
- vi. agrees to provide the Placement Agent, Manager, Registrar and Trustee and/or the Issuer, as the case may be, with any information which it/they may request in connection with the Application;
- vii. warrants, in connection with the Application, to have observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with his/her/its Application in any territory, and that the Applicant has not taken any action which will or may result in the Issuer or the Placement Agent, Manager, Registrar and Trustee acting in breach of the regulatory or legal requirements of any territory in connection with the issue of the Bonds or his/her/its Application;
- viii. warrants that all applicable exchange control or other such regulations (including those relating to external transactions) have been duly and fully complied with;
- ix. represents that the Applicant is not a U.S. person (as such term is defined in Regulation S under the Securities Act of 1933 of the United States of America, as amended) and that he/she/it is not accepting the invitation set out in the Company Admission Document from within the United States of America, its territories or its possessions, or any area subject to its jurisdiction (the "United States") or on behalf or for the account of anyone within the United States or anyone who is a U.S. person;
- x. agrees that Jesmond Mizzi Financial Advisors Limited will not in their capacity of Placement Agent, Manager, Registrar and Trustee, treat the Applicant as its customer by virtue of such Applicant making an Application for the Bonds;
- xi. agrees that all documents in connection with the issue of the Bonds and any returned monies, including refunds of all unapplied Application monies, will be sent at the Applicant's own risk and may be sent, in the case of documents, by post at the address (or, in the case of joint Applications, the address of the first named Applicant) as set out in the Application Form and in the case of monies by direct credit, into the Applicant's bank account as indicated by the Applicant on the Application Form;
- xii. renounces to any rights the Applicant may have to set off any amounts the Applicant may at any time owe the Issuer against any amount due under the terms of these Bonds;
- xiii. irrevocably offers to purchase the number of Bonds specified in his/her/its Application Form (or any smaller number for which the Application is accepted by the Issuer) at the Bond Issue Price subject to the Company Admission Document, the terms and conditions thereof, and the Memorandum and Articles of Association of the Issuer;

- xiv. warrants that his/her/its remittance will be honoured on first presentation and agrees that if such remittance is not so honoured he/she/it will not be entitled to receive a registration advice, or to be registered in the register of debentures or to enjoy or receive any rights in respect of such Bonds unless and until payment in cleared funds for such Bonds is received and accepted by the Issuer and/or the Placement Agent, Manager, Registrar and Trustee (which acceptance shall be made in the absolute discretion of the Issuer and/or the Placement Agent, Manager, Registrar and Trustee and may be on the basis that the Issuer and/or the Placement Agent, Manager, Registrar and Trustee is indemnified against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of such remittance to be honoured on first presentation) and that, at any time prior to unconditional acceptance by the Issuer and/or the Placement Agent, Manager, Registrar and Trustee of such late payment in respect of such Bonds, the Issuer and/or the Placement Agent, Manager, Registrar and Trustee may (without prejudice to other rights) treat the agreement to allocate such Bonds as void and may allocate such Bonds to some other person, in which case the Applicant will not be entitled to any refund or payment in respect of such Bonds (other than return of such late payment);
- xv. agrees that all Applications, acceptances of applications and contracts resulting therefrom will be governed by, and construed in accordance with, Maltese Law and that he/she/it submits to the exclusive jurisdiction of the Maltese Courts and agrees that nothing shall limit the right of the Issuer to bring any action, suit or proceeding arising out of or in connection with any such Applications, acceptances of applications and contracts in any other manner permitted by law in any court of competent jurisdiction;
- xvi. warrants that if he/she signs the Application Form on behalf of another party or on behalf of a corporation or corporate entity or association of persons, he/she has due authority to do so and such person, corporation, corporate entity or association of persons will also be bound accordingly, and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions;
- xvii. warrants that he/she is not under the age of eighteen (18) years or if he/she is lodging an Application in the name and for the benefit of a minor, warrants that he/she is the parent/s or legal guardian/s of the minor;
- xviii. confirms that, in the case of a joint Application entered into in joint names, the first named Applicant shall be deemed the holder of the Bonds; and
- xix. agrees that, in all cases, any refund of unallocated Application monies will be sent to the Applicant by direct credit into the Applicant's bank account as indicated by the Applicant on the Application Form. No interest shall be due on refunds. The Issuer shall not be responsible for any changes, loss or delay in transmission. If no such bank account number is provided, or in the event that bank account details on the Application Form are incorrect or inaccurate, such refund will be made by means of a cheque mailed to the Applicant's address (or, in the case of joint Applications, the address of the first named Applicant) indicated in the Application Form.

## **25 Privacy and Data Protection**

- 25.1 The Applicant hereby acknowledges that all personal data provided by the Applicant will be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and 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 (hereinafter referred to as the "General Data Protection Regulation" or "GDPR") and in accordance with other applicable laws and

regulations in terms of data protection including the Data Protection Act (Chapter 586) of the laws of Malta and subsidiary legislation thereunder (hereinafter referred to as the “Act”), as may be amended from time to time. For the purpose of this Section, the terms “personal data”, “data subject”, “data controller”, “data processor”, “processing” shall have the same meaning as indicated in the GDPR.

- 25.2 The purposes for collecting and processing personal information are strictly connected to the Bond Issue and any ancillary activities connected or subsequent to such Bond Issue, including fulfilment of any legal or regulatory obligation imposed on the Issuer. Personal information shall be recorded and maintained in the register of debentures of the Issuer.
- 25.3 The personal information collected and processed for the purposes indicated in Section 25.2 above and contained in the register of debentures of the Issuer typically includes:
- i. Name and surname;
  - ii. Identification number;
  - iii. Address;
  - iv. Bank Account details (IBAN, account beneficiary, BIC/SWIFT);
  - v. Mobile number (when necessary)
- 25.4 Personal data will be processed based on the following legal grounds:
- i. Performance of contracts to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the contract;
  - ii. To carry out one or more of the Issuers legal obligations;
  - iii. When the data subject has given consent to the processing of his/her personal data for one or more specific purposes;
  - iv. When the Issuer has a legitimate interest to process the data, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.
- 25.5 Personal information on Applicant shall be provided to the Issuer by the Placement Agent. The Issuer may share personal information of the Applicant with:
- i. professionals or employees within the Issuer;
  - ii. third parties to whom disclosure may be required to comply with legal requirements;
  - iii. any other third parties to whom the disclosure may be essential in light of the relationship with the Applicant
- Personal data shall not be transferred to third-parties located outside the EU or European Economic Area (EEA) unless specifically instructed to do so by the data subject.
- 25.6 Personal data will only be retained exclusively for the period which is necessary to fulfil the purposes for which it was collected and thereafter, for the purpose of satisfying further legal and regulatory requirements or obligations to which the Issuer is subject. This period may also be extended further to be able to assert, exercise or defend possible future legal claims against or otherwise involving the data subject.
- 25.7 Data subjects have various rights vis-à-vis their personal data:
- i. The right to be informed: the data subject has the right to be given clear information regarding how his/her personal data is processed.

- ii. The right to access personal data: the data subject may send a request to the Issuer to access all the personal data that the Issuer holds in his/her respect. To avail of this right, the data subject can contact the Issuer on [office@dizz.com.mt](mailto:office@dizz.com.mt);
- iii. The right to rectification: the data subject can also request that any inaccurate or incomplete personal data which we hold in his/her regard be corrected by contacting the Issuer on [office@dizz.com.mt](mailto:office@dizz.com.mt);
- iv. The right to erasure: there are certain instances where data subject may also elect to request deletion of personal data. On a general note, the Issuer will comply with the data subject's request in this regard. However, the Issuer may have the necessity not to comply if retention of the data is required for the Issuer to be compliant with a legal obligation and/or such data would be required by the Issuer to exercise or defend any legal claims.
- v. The right to object: the data subject may object regarding his/her personal data being processed including when such processing is based on legitimate interest.
- vi. The right to data portability: the data subject has the right to put forward a request asking the Issuer to provide him/her with certain personal data which s/he had provided the Issuer with in a structured, commonly used and machine-readable format. When technically feasible, the data subject may also request that his/her personal data be transferred to a third party controller of his/her choice.
- vii. The right to withdraw consent: the data subject can also retract his/her previously given consent to any other consent-based processing at any time.
- viii. The Right to Lodge a Complaint: the data subject has the right to lodge a complaint against any personal data breach by communicating such breach to the Information and Data Protection Commissioner ("IDPC") by filling in the complaint form available at <https://idpc.org.mt/en/Pages/contact/complaints.aspx>.

**25.8** The Issuer hereby undertakes to put in its best efforts to keep any disclosed personal information secure by implementing the appropriate technical and organisational measures with the aim of protecting the data subject's personal data against unauthorised or unlawful processing, encompassing also accidental losses, destruction, storage or access.

## ANNEX A: GUARANTEE



**To: All Bondholders**

**27 September 2018**

Dear Sirs

**Re: GUARANTEE & INDEMNITY**

We, D Shopping Malls Limited, a company registered in Malta and bearing company registration number C 87499 (hereinafter together with lawful successors and assigns referred to as the “Guarantor”), having noted that:

- I. by virtue of a Company Admission Document dated 27 September 2018 issued by D Shopping Malls Finance p.l.c. (the “**Issuer**”) in connection with the issue of €7,500,000 5.35% Bonds 2028 (as the same may be amended, varied or supplemented hereinafter referred to as the “**Company Admission Document**”) the Issuer shall, under the joint and several guarantee of the Guarantor, issue up to €7,500,000 in Bonds at an annual interest rate of 5.35% to be redeemed and finally repaid on 28 October 2028 subject to the terms and conditions of the Company Admission Document (the “**Bonds**”), a copy of which is hereto attached and marked “**Annex I**”;
- II. the Guarantor is the holder of 100% of the voting rights of the Issuer; and
- III. in terms of the Company Admission Document, the Guarantor wishes to execute and grant this Guarantee and Indemnity (hereinafter referred to as “**Guarantee**”) of the obligations of the Issuer above referred to in favour of the Bondholders (as the term is defined in the Company Admission Document).

**NOW, THEREFORE, THE GUARANTOR IS HEREBY COVENANTING IN FAVOUR OF THE BONDHOLDERS AS FOLLOWS:**

### **1. INTERPRETATION**

In this Guarantee, unless the context otherwise requires:

- a) terms and expressions defined in or construed for the purposes of the Company Admission Document shall have the same meanings or be construed in the same manner when used in this Guarantee, unless defined otherwise in this Guarantee;
- b) “**Indebtedness**” means any and all moneys, obligations and liabilities now or hereafter due, owing or incurred by the Issuer under the Bonds to the Bondholders in terms of the Company Admission Document and in any and all cases whether for principal, interests, capitalised interests, charges, disbursements, or otherwise and whether for actual or contingent liability;

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

## **2. GUARANTEE**

### **2.1. COVENANT TO PAY**

In consideration of the Bondholders acquiring the Bonds, the Guarantor, as duly authorised, without proof of liability or evidence and as primary obligor, hereby jointly and severally with the Issuer, unconditionally and irrevocably guarantees to the Bondholders the payment of, and undertakes on first demand in writing made by the Bondholders following a resolution to that effect taken at a Bondholders’ meeting convened in accordance with the Company Admission Document, on the Guarantor, to pay the Indebtedness to the Bondholders or any balance thereof at any time due or owing under the Bonds.

### **2.2. MAXIMUM LIABILITY**

This is a continuing Guarantee for the whole amount due or owing under the Bonds or which may hereafter at any time become due or owing under the Bonds by the Issuer but the amount due by the Guarantor to the Bondholders under this Guarantee shall be up to and shall not be in excess of €7,500,000 apart from interests due up to the date of payment and costs and expenses relating to the protection, preservation, collection or enforcement of the Security Trustee’s rights against the Issuer and/or the Guarantor which shall be additional to the maximum sum herein stated.

## **3. CONTINUING AND UNCONDITIONAL LIABILITY**

The liability of the Guarantor under this Guarantee shall be continuing until such time as the Indebtedness is fully repaid and shall in no way be prejudiced or effected, nor shall it in any way be discharged or reduced by reason of:

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

## **4. WAIVER OF THE GUARANTOR’S RIGHTS AND THE GUARANTOR’S WARRANTIES**

- 4.1. This Guarantee shall be for the full amount of the Indebtedness due from time to time. The liability of the Guarantor under this Guarantee shall be decreased from time to time to the extent, if any, that the Issuer or the Guarantor shall have made any irrevocable payment of the Indebtedness.
- 4.2. Until the Indebtedness has been paid in full the Guarantor agrees that it will not, without the prior written consent of the Bondholders,
- a. exercise any rights of subrogation, reimbursement and indemnity against the Issuer or any other person liable for the Indebtedness;
  - b. demand or accept repayment, in whole or in part, of any indebtedness now or hereafter due to the Guarantor either from the Issuer or from any other person liable for the Indebtedness or demand any collateral in respect of same or dispose of same;
  - c. take any step to enforce any right against the Issuer or any other person liable for the Indebtedness;
  - d. claim any set-off or counter-claim against the Issuer or any other person liable for the Indebtedness nor shall the Guarantor claim or prove in competition with the Bondholders in the liquidation of the Issuer or any other person liable for the Indebtedness or benefit or share any payment from or in composition with the Issuer or any other person liable for the Indebtedness.
- 4.3. Subject to the overriding provisions of the Company Admission Document until the Indebtedness has been paid in full the Guarantor further agrees that:
- a. if an Event of Default under the Company Admission Document occurs, any sums which may be received by it from the Issuer or any person liable for the Indebtedness shall be held by it on trust exclusively for the Bondholders and shall be paid to the Bondholders immediately upon demand in writing or immediately after its receipt if such obligation arises from the documents executed by the Issuer in connection with the Company Admission Document;
  - b. all rights of relief and subrogation arising in favour of the Guarantor upon a partial payment to the Bondholders against the Issuer and any other person who may be liable for the Indebtedness, including any co-guarantors, shall be suspended;
  - c. the Bondholders shall not be required to exhaust any remedy or remedies it may have against the Issuer or other persons who may be liable for the settlement of all the Indebtedness before claiming against the Guarantor under this Guarantee which is to be construed as entirely independent from the relationship between the Bondholders and the Issuer and providing immediate recourse against the Guarantor under this Guarantee. The Guarantor hereby waives any benefit of discussion or division which may be available under any applicable law.

## **5. SETTLEMENTS CONDITIONAL**

Any release, discharge or settlement between the Guarantor and the Bondholders shall be conditional upon no security, disposition or payment to the Bondholders by the Issuer or the Guarantor or any other third party liable to being void or set aside for any reason whatsoever and if, for any reason whatsoever, this condition is not fulfilled, such release, discharge or settlement shall be of no effect whatsoever and this Guarantee shall again come into force for all effects and purposes of law.

## **6. ADDITIONAL GUARANTEE**

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

## **7. BENEFIT OF THIS GUARANTEE AND NO ASSIGNMENT**

7.1. This Guarantee is to be immediately binding upon the Guarantor for the benefit of the Bondholders and the liability hereunder is not subject to any conditions as to additional security being received by the Security Trustee or otherwise.

7.2. The Guarantor shall not be entitled to assign or transfer any of its obligations under this same Guarantee.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1. The Guarantor represents and warrants:-

- (i) that it is duly incorporated and validly existing under the laws of Malta and has the power to carry on its business;
- (ii) that it has power to grant this Guarantee and that this Guarantee is duly authorised and all corporate action has been taken by the Guarantor in accordance with its deeds of constitution and the laws of its incorporation and regulation;
- (iii) that this Guarantee constitutes and contains valid and legally binding obligations of the Guarantor enforceable in accordance with its terms;
- (iv) that this Guarantee does not and will not constitute default with respect to or run counter to any law, by-law, articles of incorporation, statute, rule, regulation, judgement, decree or permit to which the Guarantor is or may be subject; or any agreement or other instrument to which the Guarantor is a party or is subject or by which it or any of its property is bound;
- (v) that this Guarantee shall not result in or cause the creation or imposition of or oblige the Guarantor to create any encumbrance on any of that Guarantor's undertakings, assets, rights or revenues;
- (vi) that it is in no way engaged in any litigation, arbitration or administrative proceeding of a material nature and nor is it threatened with any such procedures;
- (vii) that the obligations binding it under this Guarantee rank at least *pari passu* with all other present and future unsecured indebtedness of the Guarantor with the exception of any obligations which are mandatorily preferred by law;
- (viii) that it is not in breach of or in default under any agreement relating to indebtedness to which it is a party or by which it may be bound nor has any default occurred in its regard;
- (ix) that all the information, verbal or otherwise tendered in connection with the negotiation and preparation of this Guarantee is accurate and true and there has been no omission of any material facts;

- (x) that the granting of this Guarantee is in the commercial interest of the Guarantor and that the Guarantor acknowledges that it is deriving commercial benefit therefrom.
- 8.2. As from the date of this Guarantee, until such time as the Indebtedness is paid in full to the Bondholders, and for as long as this Guarantee shall remain in force, the Guarantor shall hold true, good and valid all the representations and warranties given under this clause.

## **9. DEMANDS AND PAYMENTS**

- 9.1. All the Indebtedness shall be due by the Guarantor under this Guarantee as a debt, certain, liquidated and due on the seventh day following the Bondholders' first written demand to the Guarantor to pay in accordance with Clause 2.1 hereof. All demands shall be sent to the address or facsimile or other numbers as are stated below in Article 10 as the same may be changed by notice in writing by one party to the other.

The demand shall be accompanied by a statement by the Bondholders confirming that to the best of its knowledge there exist, at the time of the demand, circumstances which constitute an Event of Default or such that may render the underlying obligations of the Issuer to the Bondholders invalid and unenforceable for any reason whatsoever.

It is expressly agreed that the requirement of such statement is not a condition of liability of the Guarantor under this Guarantee and is entirely without prejudice to the on demand nature of this Guarantee. Any disagreement by the Guarantor as to the contents of the statement shall not entitle the Guarantor to delay or interrupt the payment of the sum due under this Guarantee for any reason whatsoever.

- 9.2. The statement by the Bondholders, in accordance with Clause 2.1 hereof, of the amount due under this Guarantee shall be binding on the Guarantor and shall be conclusive evidence of the sum due, saving only manifest error.
- 9.3. All payments shall be made to the Bondholders without any withholding for taxes (and in so far as this obligation exists under any law the payment shall be grossed up by the amount of withholding) and without set-off for any amounts which may be then owing to the Guarantor by the Issuer or the Bondholders. The Guarantor authorises the Bondholders to apply any credit balance the Guarantor may have with the Bondholders towards the satisfaction of the Indebtedness. The Bondholders shall notify the Guarantor forthwith of the exercise of this right giving full details relating thereto.

## **10. NOTICES**

Any notice required to be given by any party hereto to the other party shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered letter through the post or by electronic mail to such other party at his address given herein or such other address as may from time to time be notified to the other party for this purpose and any notice so served shall be deemed to have been served, if delivered by hand, at the time of delivery, or if by post, seven days after posting and if by electronic mail, at the time of transmission of the electronic mail.

For the purposes of this Guarantee, the proper addresses and email addresses of the Parties are:

D Shopping Malls Finance p.l.c.  
Address: Dizz Buildings, Carob Street, Santa Venera, Malta

Tel. No.: 99440823  
Email: [ian@vellagalea.com](mailto:ian@vellagalea.com)  
Contact Person: Dr Ian Vella Galea

D Shopping Malls Limited  
Address: Dizz Buildings, Carob Street, Santa Venera, Malta  
Tel. No.: 79472573  
Email: [diane@dizz.com.mt](mailto:diane@dizz.com.mt)  
Contact Person: Ms Diane Izzo

Bondholder: as per details contained in the register of Bondholders

Provided that each party may at any time change such address or email address by giving seven days' prior written notice to the other party. Every notice, request, demand, letter or other communication hereunder shall be in writing and shall be delivered by hand or by post or through any other communication methods including telex, electronic mail or otherwise and shall be deemed to be received in case of post within seven days of dispatch or in case of other methods immediately upon confirmed transmission.

## **11. APPLICABLE LAW AND JURISDICTION**

This Guarantee shall be governed by and construed in accordance with Maltese law. Any dispute, controversy or claim arising out of or relating to this Guarantee or as to the interpretation, validity, performance or breach thereof shall be referred to and finally resolved by arbitration under the UNCITRAL Rules of Arbitration in accordance with the provisions of Part V (International Arbitration) of the Arbitration Act (Cap. 387 of the Laws of Malta). Any arbitration commenced pursuant to this clause shall take place in Malta and be administered by the Malta Arbitration Centre. The number of arbitrators shall be three, one arbitrator to be appointed by each of the Parties or, in default, by the Malta Arbitration Centre, whereas the third arbitrator shall be appointed by the first two arbitrators or, if they fail to agree on such an appointment, by the Malta Arbitration Centre.



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Diane Izzo and Karl Izzo  
For and on behalf of  
D Shopping Malls Limited

## ANNEX B: VALUATION REPORT ON LAGUNA PROPERTY

The Board of Directors  
D Shopping Malls Ltd & plc  
DIZZ Building, Carob Street,  
Sta. Venera

28<sup>th</sup> August 2018



### Valuation: Apartment 206, Laguna Complex, Block 33, Portomaso Development, Spinola, St. Julian's

#### Preamble

In accordance with your instructions, the undersigned in the capacity of warranted architect and civil engineer has carried out a market evaluation of the above-mentioned immovable property located in Apartment 206, Laguna Complex, Block 33, Portomaso Development, Spinola, St. Julian's (hereinafter also referred as "Property").

#### Site Visit and Reference Documents

This Property was visited on the 13<sup>th</sup> of August in connection with this valuation. The following documents were consulted and used in preparation of this valuation:

- Approved planning documents including permit, site plan and plans
- Promise of sale agreement on property

#### Property Description

Property consists of a residential apartment unit forming part of the Laguna complex development and a designated parking space forming part of the same development. The project is currently at an advanced stage of construction going into the implementation of services and finishes. Pedestrian access to apartment unit is through Triq Spinola and the common areas around complex which lead to the various apartments. The apartment is located on level 2 and covers an overall gross area of 208.2m<sup>2</sup> circa to cover all internal and external terraces area including areas taken up by walling and supports but excluding internal shafts and yards. The areas are apportioned as follows:

- **Internally;** 188.71m<sup>2</sup> circa
- **Externally;** 19.49m<sup>2</sup> circa to cover terraces, balconies and decks.

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The apartment and designated parking bay comprise the following:

- A combined kitchen, dining and living area
- A master bedroom with ensuite bathroom
- Two guest bedrooms with ensuite bathrooms
- Guest WC
- Utility room
- External deck
- Designated parking bay measuring 12.5m<sup>2</sup> in area

Once finished the apartment unit would form part of large scale design development which caters for upper segment of the local property market. Its location, in close proximity to the shore and access to a large communal pool would give the apartment additional characteristics which are sought after in the market. Furthermore, the apartment is located in proximity to many amenities which cater for residential type properties.

#### **Property Tenure**

With reference to promise of sale agreement, property tenure on the apartment was reported as free and unencumbered from any ground rents, burdens and servitudes (other than those arising from terms and conditions of agreement). The property is therefore deemed to be freehold. It is to be clarified that the share of airspace, and common parts providing access do not form part of the property, and neither does the share of swimming pool ownership.

Similarly, there are no details of charges, easements and other specific burdens over property. Ownership of the common areas, airspace and pool is to be retained by developer (vendor) with each individual unit enjoying right of use over the elements. The treatment of façade (and its constituent elements) to property are restricted to changes with the aim of maintaining a common aesthetic to the overall development.

The intention is to sub-let the property in order to get a return on the investment made. There are presently however no sub-leases present on the property.

#### **Project Delivery**

The project is currently at advanced construction and finishes / services installation stage. The anticipated level of finish is expected to be of a high standard consisting of a combination of ceramic tiling, and parquet flooring. Bathrooms are expected to be finished in ceramic tiling and high-end fixtures and sanitaryware. Project completion is expected for the beginning of October 2018. The property is expected to be complete for its intended purpose of third party leasing for the beginning of November 2018.

### **Planning and Statutory Considerations**

Following site inspection and with reference to latest approved planning documents, property was noted to be built in accordance with permit PA/04096/08, and subsequent minor amendments.

### **Basis of Valuation**

It is understood that the purpose of the valuation report is for inclusion with the Company Admission Document to be published in connection with the proposed public bond issue. The valuation has been prepared in accordance with Chapter 4 of the Prospects Rules (Rule 4.13.00) published by the Malta Stock Exchange.

The valuation has been carried out by the undersigned, as an external and independent valuer in terms of and with regards given to, the UK Royal Institution of Chartered Surveyors (RICS) Appraisal and Valuation Manual. The undersigned confirms that there is no conflict of interest in advising you of the opinion of the value of the property, since the undersigned will not benefit from the valuation instruction, other than the valuation fee.

The valuation was based on direct knowledge of the site, and its potential, as well as on such inspections and investigations as are, in the professional judgment of the undersigned, appropriate and possible in the circumstances. The valuation relies on information provided by the Directors of D Shopping Malls Limited, and their professional advisers, as far as concerns tenures, privileges, charges and other related matters. The valuation is nevertheless on the assumption that no harmful or hazardous materials lie on the on the site and that there is no contamination in or from the ground.

The market value is the amount that a property might be expected to realise, usually expressed in monetary terms, when it is offered for sale in an open market, for a reasonable period of time, by a willing seller, in order to enable the property to be brought to the attention of all or most potential and willing buyers and when the transaction is not affected by any special circumstances that might affect the buyer, the seller or the property. The best price that a property might reasonably be expected to realise if sold is the normal course of business, after allowing a reasonable time for exposure to potential buyers, and assuming that the buyer and seller are acting in their own best interests, have entered into the transaction without any element of compulsion or duress, and the buyer does not have any special relationship or obligation to the seller. The determination of market value is normally based on a set of assumptions, such as the type and condition of the property, the interest held, the nature and conditions prevalent in the market at the date of the valuation and the purpose of the valuation.

In view of the residential nature of the property, and the availability of similar properties on the free market, the comparative market approach to valuation was adopted. The market potential for the property in caption was obtained through a comparative analysis and resulted in an average market rate of €9,000/m<sup>2</sup>. Total market value for the combined apartment and parking bay was therefore calculated at €1,873,800 say €1,900,000.

Once completed the value of construction and applied services and finishes is estimated to amount to €200,000 circa (two hundred thousand euro), value to completion of civil works only is estimated at €30,000 circa (thirty thousand euro) with finishes estimated at the remaining €170,000 (one hundred and seventy thousand euro).

Therefore, in view of the aforementioned characteristics I hereby estimate the freehold market value for the above apartment at **€1,900,000 (one million nine hundred thousand euro)** as per current market prices.



**Kurt Vella A&CE**  
Warrant no: 622

## ANNEX C: VALUATION REPORT ON QUI-SI-SANA PROPERTY

The Board of Directors  
D Shopping Malls Ltd & plc  
DIZZ Building, Carob Street,  
Sta. Venera

20<sup>th</sup> September 2018



### Valuation: Apartment 13, Waterside Place, & 6, Byron Court, Ix-Xatt ta' Qui-Si-Sana, Sliema

#### Preamble

In accordance with your instructions, the undersigned in the capacity of warranted architect and civil engineer has carried out a market evaluation of the above-mentioned immovable property located in Apartment 13, Waterside Place, and Apartment 6, Byron Court, Ix-Xatt ta' Qui-Si-Sana, Sliema (hereinafter also referred as "Property").

#### Site Visit and Reference Documents

The valuation is based on the combined value of two adjoining properties, and inspection of site was carried out on the 30<sup>th</sup> of July 2018. The following documents were consulted and used in preparation of this valuation:

- Approved planning documents including permit, site plan and plans

#### Property Description

As mentioned, the property consists of what were initially two separate but adjoining apartment units which were combined to form a single unit.

1. The initial property consists of an intermediate level apartment in a block of sixteen units. The apartment is accessed via common areas just off Ix-Xatt ta' Qui-si-sana, which are served by a staircase and lift. Gross property area to include internal yard airspace and terraces measures circa 168 square metres, and comprises three bedrooms together with an ample living area and associated bathrooms and domestic stores.

It is estimated that apartment unit was constructed round 2004. Construction consists of loadbearing masonry walls and reinforced concrete columns, spanned over by reinforced concrete suspended slabs. Where visible structural elements showed no signs of structural hairline cracks (*konsenturi*) upon visual inspection. The level of finish throughout the property was of a very high level.

The property enjoys a seafront location, and close proximity to various amenities. It is located in a highly sought-after area.

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2. The second property consists of an adjoining apartment in a separate block of eight units. The apartment is accessed via common areas just off Ix-Xatt ta Qui-si-sana, which are served by a staircase and lift. Gross property area to include internal yard airspace and terraces measures circa 120 square metres, and comprises three bedrooms together with an ample living area and associated bathrooms and domestic stores.

It is estimated that apartment unit was constructed round 2012. Construction consists of loadbearing masonry walls and reinforced concrete columns, spanned over by reinforced concrete suspended slabs. Where visible structural elements showed no signs of structural hairline cracks (*konsenturi*) upon visual inspection. The level of finish throughout the property was of a high level.

The property enjoys side seafront views, and close proximity to various amenities. It is located in a highly sought-after area.

The combined units forming the property cover an overall gross area of 308m<sup>2</sup> circa to cover all internal and external terraces area including areas taken up by walling and supports but excluding internal shafts and yards, which comprises the following:

- A combined kitchen, dining and living area
- A master bedroom with ensuite bathroom and walk-in wardrobe
- Two guest bedrooms with ensuite bathrooms
- Guest WC

The property is finished to a high standard with suspended ceilings, with concealed services to include HVAC and lighting.

#### **Property Tenure**

Property tenure on apartment number 13 at Waterside Place was reported as free and unencumbered from any ground rents, burdens and servitudes (other than those arising from terms and conditions of agreement). The property is therefore deemed to be freehold.

Property tenure on apartment unit number 6 at Byron Court was reported as leasehold with remaining term of 150 years commencing in 1925. The leasehold is also subject to an annual ground rent of €13.98 per annum to cover the whole block of apartments.

Similarly, there are no details of charges, easements and other specific burdens over property.

The intention is to sub-let the property in order to get a return on the investment made. There are presently however no sub-leases present on the property.

#### **Planning and Statutory Considerations**

The merging of two individual units to form a single apartment is covered by permit PA/04474/16. The construction of individual units is covered by PA/04561/03 for the unit forming part of Waterside Place, and by PA/00064/11 for the unit forming part of Byron Court.

It is confirmed that the property was building in accordance with the above-mentioned approved permits and subsequent minor amendments.

### **Basis of Valuation**

It is understood that the purpose of the valuation report is for inclusion with the Company Admission Document to be published in connection with the proposed public bond issue. The valuation has been prepared in accordance with Chapter 4 of the Prospects Rules (Rule 4.13.00) published by the Malta Stock Exchange.

The valuation has been carried out by the undersigned, as an external and independent valuer in terms of and with regards given to, the UK Royal Institution of Chartered Surveyors (RICS) Appraisal and Valuation Manual. The undersigned confirms that there is no conflict of interest in advising you of the opinion of the value of the property, since the undersigned will not benefit from the valuation instruction, other than the valuation fee.

The valuation was based on direct knowledge of the site, and its potential, as well as on such inspections and investigations as are, in the professional judgment of the undersigned, appropriate and possible in the circumstances. The valuation relies on information provided by the Directors of D Shopping Malls Limited, and their professional advisers, as far as concerns tenures, privileges, charges and other related matters. The valuation is nevertheless on the assumption that no harmful or hazardous materials lie on the on the site and that there is no contamination in or from the ground.

The market value is the amount that a property might be expected to realise, usually expressed in monetary terms, when it is offered for sale in an open market, for a reasonable period of time, by a willing seller, in order to enable the property to be brought to the attention of all or most potential and willing buyers and when the transaction is not affected by any special circumstances that might affect the buyer, the seller or the property. The best price that a property might reasonably be expected to realise if sold is the normal course of business, after allowing a reasonable time for exposure to potential buyers, and assuming that the buyer and seller are acting in their own best interests, have entered into the transaction without any element of compulsion or duress, and the buyer does not have any special relationship or obligation to the seller. The determination of market value is normally based on a set of assumptions, such as the type and condition of the property, the interest held, the nature and conditions prevalent in the market at the date of the valuation and the purpose of the valuation.

The valuation is based on the combined value of both apartments and associated car spaces. The combined apartments would result in a unit measuring circa 308 square metres, and accommodating at least four bedrooms. The following is a breakdown of the basis of valuation:

- For apartment 13, Waterside Place, a market assessment of similar types of property in the Sliema seafront and high-end areas, resulted in a rate of €5,750/sqm circa over 168 square metres which is equivalent to €966,000.
- For apartment 6, Byron Court, present leasehold interest was obtained through a market assessment of market rents for similar kinds of properties. An average monthly market rent of €2,450 was obtained, which resulted in a yearly market rent of €29,400.

*Valuation of Capitalised Leasehold:*

Term of Lease:

Market rent	€29,400/pa	
YP of €1 @ 3.75% for 150yrs	X 26.56	€780,866

Therefore, in view of the aforementioned characteristics I hereby estimate the value of the above combined properties at €1,746,866 (one million seven hundred and forty-six thousand and eight hundred and sixty-six euro) as per current market prices.

Kurt Vella A&CE  
Warrant no: 622

## **ANNEX D: CONSOLIDATED PROSPECTIVE FINANCIAL INFORMATION AND ACCOUNTANTS' REPORT**

### Summary of significant assumptions and accounting policies

#### 1. Introduction

The consolidated projected statement of financial position, the consolidated projected income statement and the consolidated projected statement of cash flows of D Shopping Malls Finance p.l.c. and D Shopping Malls Limited (together “D Shopping Malls Group”) for the fifty two month period from 1 September 2018 to 31 December 2022 (“the consolidated prospective financial information”) have been prepared to provide financial information for the purpose of inclusion in the Company Admission Document of D Shopping Malls Finance p.l.c. dated 27 September 2018. The consolidated prospective financial information, set out on pages 121 to 123 and the assumptions below are the sole responsibility of the Directors of the Issuer.

The consolidated prospective financial information has been prepared on the basis of a bond issue of €7,500,000 at a nominal value of €100 per bond offered by D Shopping Malls Finance p.l.c.

The consolidated prospective financial information for the fifty two month period ending 31 December 2022 has been based on the projections of the D Shopping Malls Group covering the period 1 September 2018 to 31 December 2022.

The consolidated prospective financial information is intended to show a possible outcome based on a mixture of best-estimate assumptions as to future events which the Directors expect to take place and actions the directors of the Guarantor expect to take and hypothetical assumptions about future events and management actions which might not necessarily occur. Events and circumstances frequently do not occur as expected and therefore actual results may differ materially from those included in the consolidated prospective financial information. Attention is drawn, in particular, to the risk factors set out in the Company Admission Document which describe the primary risks associated with the business and operations to which the consolidated prospective financial information relates.

The consolidated projected financial information is not intended to and does not, provide all the information and disclosures necessary to give a true and fair view of the financial results, financial position and cash flows of the D Shopping Malls Group in accordance with International Financial Reporting Standards as adopted by the EU.

The Directors have exercised due care and diligence in adopting the assumptions below. The consolidated prospective financial information was formally approved on 26 September 2018 by the Directors and the stated assumptions reflect the judgements made by the Directors as at that date. The assumptions that the Directors believe are significant to the consolidated prospective financial information are set out in section 3 of this Annex D.

#### 2. Basis of preparation and principal assumptions

The principal assumptions relating to the environment in which the D Shopping Malls Group operates, and the factors which are exclusively outside the influence of the Directors and which underlie the consolidated prospective financial information are the following:

- there will be no material adverse events originating from market and economic conditions;
- the D Shopping Malls Group will continue to enjoy the confidence of its suppliers and franchisors;
- interest rates will not change materially throughout the period covered by the projections;

- the basis and rates of taxation will not change materially throughout the period covered by the projections; and
- the rate of inflation will not exceed that experienced in the last few years.

The principal assumptions relating to the environment in which the D Shopping Malls Group operates and the factors which the Directors can influence and which underlie the prospective consolidated financial information, are the following:

## 2.1 Revenues

The D Shopping Malls Group's projected revenue for the fifty two month period up to 31 December 2022 is based on the agreements in place/currently being finalised with related companies, letters of intent currently in place with third parties and related parties, and market rates.

The projections on the D Mall and Center Parc exclude any earnings that might accrue from turnover rent payable by tenants beyond a pre-specified level of revenue.

The projections assume that retail space within D Mall is sub-leased at €650/sqm increasing thereafter at 3% per annum, plus key money of €1,500,000 which is expected to be generated on contract date, whilst office space within D Business Centre is sub-leased at €350/sqm increasing thereafter at 3% per annum. The projections assume that D Mall is handed over and inaugurated by 1 March 2019, with an 85% occupancy in FY2019 and 100% thereafter. D Business Centre is assumed to have a 40% occupancy in FY2019, increasing to 85% by FY2021 and stabilising at 95% thereafter. The projections assume that the subleases are accounted for as operating leases.

The projections assume that the lease on the Center Parc property is assigned by 28 February 2019 and that the said property is handed over and inaugurated by 1 March 2019. The projections assume that it shall generate revenue at €350/sqm, increasing at 3% per annum, with an occupancy of 75% in FY2019 and 100% thereafter.

The Laguna property and Qui-si-sana property rental rate are based on a 4% yield of property value to be generated as from 1 January 2019.

## 2.2 Direct costs

Direct costs comprise the amortisation of the right-of-use asset by D Shopping Malls Group on D Mall and Center Parc, which is accounted for in terms of IFRS 16 *Leases* given that it comes into effect on 1 January 2019, and service charge expenditure attributable on the Trussardi outlet.

## 2.3 Administrative expenses

Administrative expenses consist primarily of payroll costs, directors' fees, marketing and distribution fees, admission fees, professional fees and other corporate and general overheads.

Depreciation is calculated using the straight line method to allocate the finishing costs on the D Mall and Center Parc over the lease term.

## 2.4 Finance costs

Finance costs relate to interest on the Bond which is expected to be issued in FY2018, which has been assumed at 5.35% per annum, and the unwinding of interest on the finance lease liability, given that the leases entered into on D Mall and Center Parc are accounted for under IFRS 16 *Leases*. The interest

on the Bond is assumed to commence on 1 October 2018, with the final payment being made on 30 September 2028. The projections assume that contributions to a sinking fund will be made as from FY2023, in order to facilitate the redemption of the bond in FY2028. Interest receivable on amounts held in the sinking fund is assumed at 1.5% p.a., net of final withholding tax.

## 2.5 Taxation

Current taxation is provided at 35% of chargeable income for the period.

## 2.6 Capital and Reserves

The D Shopping Malls Group's capital and reserves are expected to increase over the projection period as a result of retention of profits. No dividends have been assumed in the consolidated prospective financial information. The D Shopping Malls Group does not intend to distribute dividends to the ultimate beneficial owners in the first three years following the Bond Issue.

## 2.7 Working capital

The D Mall Shopping Group's working capital mainly comprises the net impact of trade and other receivables and trade payables. Settlement of trade payable balances has been assumed to be effected within 30 days.

## 3. Conclusion

The Directors believe that the assumptions on which the prospective financial information is based are reasonable.

Approved by the Directors on 26 September 2018 and signed on its behalf by:



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**Ms Diane Izzo**  
Director



---

**Mr Karl Izzo**  
Director



---

**Mr Nigel Scerri**  
Director



---

**Mr Edwin Pisani**  
Director



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**Mr Joseph C Schembri**  
Director



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**Dr Ian Vella Galea**  
Director



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**Mr Francis Gouder**  
Director

## Projected consolidated income statement

€000	FY2019 Sep18-Dec19	FY2020 Jan-Dec	FY2021 Jan-Dec	FY2022 Jan-Dec
Revenue	2,225	2,876	2,362	2,478
Cost of sales	(874)	(842)	(845)	(847)
<b>Gross profit</b>	<b>1,351</b>	<b>2,033</b>	<b>1,517</b>	<b>1,630</b>
Administrative and selling expenses	(357)	(447)	(456)	(464)
<b>Operating profit</b>	<b>993</b>	<b>1,586</b>	<b>1,061</b>	<b>1,166</b>
Net finance costs	(956)	(840)	(837)	(833)
<b>Profit before tax</b>	<b>38</b>	<b>746</b>	<b>224</b>	<b>332</b>
Tax expense	(232)	(460)	(274)	(309)
<b>Profit after tax</b>	<b>(194)</b>	<b>286</b>	<b>(51)</b>	<b>24</b>

D Shopping Malls Group forecasts for the period 1 September 2018 to 31 December 2019 and the years ending 31 December 2020, 2021 and 2022

## Consolidated statement of financial position as at 31 December

€000	2019	2020	2021	2022
<b>ASSETS</b>				
<i>Non-current assets</i>				
Investment property	13,142	12,428	11,714	11,000
Property, plant and equipment	2,511	2,321	2,131	1,941
	15,652	14,749	13,845	12,941
<i>Current assets</i>				
Trade and other receivables	216	252	261	267
Cash and cash equivalents	1,062	2,358	2,958	3,836
	1,279	2,610	3,219	4,102
<b>Total assets</b>	<b>16,931</b>	<b>17,358</b>	<b>17,064</b>	<b>17,044</b>
<b>EQUITY AND LIABILITIES</b>				
<i>Equity</i>				
Share capital	770	770	770	770
Revaluation reserve	523	523	523	523
Retained earnings	(194)	91	41	64
<b>Total equity</b>	<b>1,099</b>	<b>1,385</b>	<b>1,334</b>	<b>1,358</b>
<i>Non-current liabilities</i>				
Finance lease liability	7,611	7,484	7,394	7,380
Deferred tax	46	46	46	46
Borrowings	7,341	7,359	7,377	7,395
	14,998	14,888	14,816	14,821
<i>Current liabilities</i>				
Finance lease liability	483	500	513	429
Trade and other payables	119	125	126	127
Current tax liability	232	460	274	309
	834	1,086	914	865
<b>Total liabilities</b>	<b>15,832</b>	<b>15,974</b>	<b>15,730</b>	<b>15,686</b>
<b>Total equity and liabilities</b>	<b>16,931</b>	<b>17,358</b>	<b>17,064</b>	<b>17,044</b>
Gearing (net debt/net debt + equity) whereby net debt includes minimum lease payments <sup>1</sup>	92.9%	90.4%	90.2%	89.3%
Gearing (net debt/net debt + equity) excluding finance lease liability <sup>1</sup>	85.1%	78.3%	76.8%	72.4%

D Shopping Malls Group forecasts for the period 1 September 2018 to 31 December 2019 and the years ending 31 December 2020, 2021 and 2022

## Consolidated statement of cash flows

€000	FY2019 Sep18-Dec19	FY2020 Jan-Dec	FY2021 Jan-Dec	FY2022 Jan-Dec
<b>Cash flow from operations</b>				
Operating profit	993	1,586	1,061	1,166
Add back depreciation and amortisation	952	922	922	922
<b>Working capital adjustments</b>				
Changes in receivables	(216)	(35)	(9)	(6)
Changes in payables	18	7	1	1
Operating cash flow	1,747	2,479	1,974	2,083
Tax paid	-	(232)	(460)	(274)
Interest paid	(401)	(401)	(401)	(401)
<b>Net cash generated from operating activities</b>	<b>1,346</b>	<b>1,846</b>	<b>1,113</b>	<b>1,407</b>
<b>Cash flow from investing activities</b>				
Payments to acquire property, plant and equipment	(7,651)	(550)	(513)	(529)
<b>Net cash used in investing activities</b>	<b>(7,651)</b>	<b>(550)</b>	<b>(513)</b>	<b>(529)</b>
<b>Cash flow from financing activities</b>				
Issue of share capital	50	-	-	-
Issue of bond	7,500	-	-	-
Payment of issue costs	(182)	-	-	-
<b>Net cash generated from financing activities</b>	<b>7,368</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Movement in cash and cash equivalents</b>	<b>1,062</b>	<b>1,296</b>	<b>600</b>	<b>878</b>
Cash and cash equivalents at beginning of period/year	-	1,062	2,358	2,958
<b>Cash and cash equivalents at end of year</b>	<b>1,062</b>	<b>2,358</b>	<b>2,958</b>	<b>3,836</b>

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D Shopping Malls Group forecasts for the period 1 September 2018 to 31 December 2019 and the years ending 31 December 2020, 2021 and 2022



Grant Thornton

An instinct for growth™

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17 September 2018

Dear Sirs

**Independent Accountants' Report on the consolidated projected financial information of D Shopping Malls Limited in its capacity as the Guarantor and D Shopping Malls Finance p.l.c. in its capacity as the Issuer.**

We report on the consolidated projected financial position, income and cash flows ("the consolidated projected financial information") of D Shopping Malls Limited, which include the projected financial information of D Shopping Malls Limited and its subsidiary D Shopping Malls Finance p.l.c., (together referred to as the "D Shopping Malls Group") for the fifty-two month period from 1 September 2018 to 31 December 2022. The consolidated projected financial information, the basis of preparation and the material assumptions upon which the projections are based, are set out in Annex D of the Company Admission Document issued by D Shopping Malls Finance p.l.c.

This report is required in terms of Appendix 4.6 of the Prospects Rules issued by the Malta Stock Exchange and is given for the purpose of complying with that regulation and for no other purpose.

#### Directors' responsibilities for the consolidated projected financial information

It is the responsibility of the Directors of D Shopping Malls Finance p.l.c. to prepare the consolidated projected financial information, together with the material assumptions on which they are based, as set out in Annex D, in accordance with the requirements of Prospects Rules issued by the Malta Stock Exchange.

#### Accountants' responsibility

It is our responsibility to form an opinion as required by Appendix 4.6 as issued by the Prospects Rules as to whether the consolidated projected financial information was properly compiled, in so far as the application of the underlying accounting policies and accuracy of calculations are concerned, and to report that opinion to you.

Chartered Public Accountants  
Member firm of Grant Thornton International Ltd.  
A list of partners and directors of the firm is available at Fort Business Centre, Level 2, Mishel Bypass, Mishel BKR3000, Malta

Save for any responsibility which we may have to those persons to whom this report is expressly addressed, to the fullest extent permitted by law, we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such person as a result of, or arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with the Prospects Rules, consenting to its inclusion in the Company Admission Document.

#### Basis of preparation of the consolidated projected financial information

The financial information has been prepared on the basis stated in Annex D of the Company Admission Document and is based on a projection covering the fifty-two month period ending 31 December 2022. The consolidated projected financial information is required to be presented on a basis consistent with the accounting policies adopted by the Dizz Group.

#### Basis of Opinion

We have examined the basis of compilation and the accounting policies of the accompanying consolidated projected financial information of D Shopping Malls Group for the fifty-two month period ending 31 December 2022 in accordance with International Standard on Assurance Engagements 3400 – The Examination of Prospective Financial Information.

Our work included an evaluation of the basis on which the projected financial information included in the projection has been prepared. Moreover, we have assessed whether the consolidated projected financial information has been accurately computed in accordance with the disclosed assumptions of D Shopping Malls Group and the accounting policies adopted by the Dizz Group.

The assumptions upon which the consolidated projected financial information is based are solely the responsibility of the Directors of D Shopping Malls Finance p.l.c. and accordingly we express no opinion on the validity of the assumptions. However, we considered whether anything came to our attention to indicate that any of the assumptions adopted by the directors which, in our opinion, are necessary for a proper understanding of the consolidated projected financial information have not been disclosed and whether any material assumption made by the directors appears to be unrealistic.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the consolidated projected financial information has been properly compiled on the basis stated, in so far as the application of the underlying accounting policies and accuracy of calculations are concerned.

Since the consolidated projected financial information and the assumptions on which it is based relate to the future and may therefore be affected by unforeseen events, we can express no opinion as to whether the actual results reported will correspond to those shown in the consolidated projected financial information and differences may be material.

Opinion

In our opinion, the consolidated projected financial information has been properly compiled on the basis stated and the basis of accounting used is consistent with the accounting policies normally adopted by the Dizz Group.

Yours faithfully,



George Vella  
Partner

## ANNEX E: LIST OF DIRECTORSHIPS OF THE ISSUER'S DIRECTORS

Name	Current Directorships	Past Directorships (within the past 5 years)
<b>Directors</b>		
Diane Izzo	Dizz Finance p.l.c. DK Group of Companies Limited Dizz Group of Companies Limited Dizz Limited DK Pascucci Limited Dizz Franchises Limited Dizz Manufacturing Limited DKV & Co. Limited DK Fashion Co Ltd DK G Limited DK Max Limited Dizz Labs Limited D3 Fashion Limited D's Ltd D Arena Mall Limited D Fashion Limited John Bull Company Limited Xilema Limited Wasteserv Malta Limited Identity Malta Malta Tourism Authority DNC Co. Ltd DNJ Limited DP Design Limited Find a Drive Limited	DLJV Limited The Point Main Limited DII Fashion Limited
Karl Izzo	Dizz Finance p.l.c. DK Group of Companies Limited Dizz Limited DK Pascucci Limited Dizz Franchises Limited Dizz Finance Limited Dizz Manufacturing Limited DKV & Co. Limited DK Fashion Co Ltd DK G Limited DK Max Limited Dizz Labs Limited D Arena Mall Limited D Fashion Limited John Bull Company Limited Connectika Limited Xilema Limited	DLJV Limited DII Fashion Limited
Nigel Scerri	Airmalta Aviation Services Limited Dizz Finance p.l.c. Fripa Limited Mediterranean Offshore Bunkering Co. Ltd Pafri Limited Testa Finance p.l.c.	
Edwin Pisani	Dizz Group of Companies Limited Dizz Labs Limited Dizz Finance p.l.c.	
Joseph C Schembri	Dizz Finance p.l.c. GlobalCapital p.l.c.	KPMG Holdings Limited

	GlobalCapital Holdings Limited GlobalCapital Life Insurance Limited GlobalCapital Financial Management Limited GlobalCapital Health Insurance Agency Limited Quadrant Srl Central Landmark Development Limited Global Estates Limited Gardiner Holding Co. Ltd Gardiner Managers Co. Ltd SMDL Holdings Limited	KPMG Property Limited ( in Dissolution)
Francis Gouder	Bay Street Finance p.l.c. Dizz Finance p.l.c. Izola Bank p.l.c. Stivala Group Finance p.l.c. Gap Group p.l.c. Gap Group Investments p.l.c. Geom Developments Limited	Bay Street Finance Limited CCFX Services Limited

## ANNEX F: APPLICATION FORM

# D SHOPPING MALLS FINANCE P.L.C. – APPLICATION FORM €7,500,000 5.35% BONDS 2028

APPLICANT					
<input type="checkbox"/> Non-Resident <input type="checkbox"/> Minor (under 18) <input type="checkbox"/> Body Corporate / Body of Persons <input type="checkbox"/> CIS-Prescribed Fund					
TITLE (Mr/Mrs/Ms/...)		FULL NAME & SURNAME / REGISTERED NAME			
Date of Birth	Nationality	I.D. CARD / PASSPORT / COMPANY REG NO.	Document Type	Country of Issue of ID document	
ADDRESS					
					POST CODE
MSE A/C NO. (if applicable)	LEI (MANDATORY for non-individuals)		TEL NO.	MOBILE NO. (MANDATORY for e-portfolio registration)	
<input type="checkbox"/> Already registered for e-portfolio <input type="checkbox"/> Please do not register me for e-portfolio <input type="checkbox"/> Please register me for e-portfolio					
ADDITIONAL (JOINT) APPLICANTS (see note 4) (please use an additional Application Form if space is not sufficient)					
TITLE (Mr/Mrs/Ms/...)	FULL NAME & SURNAME	DATE OF BIRTH	NATIONALITY	DOUCMENT TYPE	I.D. CARD / PASSPORT NO. AND COUNTRY OF ISSUE
TITLE (Mr/Mrs/Ms/...)	FULL NAME & SURNAME	DATE OF BIRTH	NATIONALITY	DOCUMENT TYPE	I.D. CARD / PASSPORT NO. AND COUNTRY OF ISSUE
MINOR'S PARENTS / LEGAL GUARDIAN/S (see note 5) (to be completed ONLY if the Applicant is a minor)					
TITLE (Mr/Mrs/Ms/...)	FULL NAME & SURNAME	DATE OF BIRTH	NATIONALITY	DOCUMENT TYPE	I.D. CARD / PASSPORT NO. AND COUNTRY OF ISSUE
TITLE (Mr/Mrs/Ms/...)	FULL NAME & SURNAME	DATE OF BIRTH	NATIONALITY	DOCUMENT TYPE	I.D. CARD / PASSPORT NO. AND COUNTRY OF ISSUE
I/WE APPLY TO PURCHASE AND ACQUIRE (see notes 8 and 9)					
AMOUNT IN FIGURES €		AMOUNT IN WORDS			
D Shopping Malls Finance p.l.c. <b>5.35%</b> Bonds 2028 (minimum subscription of €5,000 and in multiples of €100 thereafter) at the Bond Issue Price (at par), as defined in the Company Admission Document dated 27 September 2018 (the 'Company Admission Document'), payable in full upon application under the Terms and Conditions of the Bonds as set out in the Company Admission Document					
RESIDENT - WITHHOLDING TAX DECLARATION (see note 10 & 11a) (to be completed ONLY if the Applicant is a resident of Malta)					
<input type="checkbox"/> I/We elect to have final withholding tax deducted from my/our interest. <input type="checkbox"/> I/We elect to receive interest gross (i.e. without deduction of withholding tax).					
NON-RESIDENT - DECLARATION FOR TAX PURPOSES (see note 12) (to be completed ONLY if the Applicant is a non-resident)					
TAX COUNTRY	CITY OF BIRTH		COUNTRY OF BIRTH		
T.I.N. (Tax Identification Number)	PASSPORT / NATIONAL I.D. CARD NO.		COUNTRY OF ISSUE	ISSUE DATE	
<input type="checkbox"/> I/We am/are NOT resident in Malta but I/we am/are resident in the European Union. <input type="checkbox"/> I/We am/are NOT resident in Malta and I/we am/are NOT resident in the European Union.					
INTEREST, REFUND AND REDEMPTION MANDATE (see note 12) (completion of this panel is MANDATORY)					
BANK	IBAN				
I/We have fully understood the instructions for completing this Application Form and am/are making this application solely on the basis of the Company Admission Document subject to the Terms and Conditions as contained therein which I/we fully accept.					
Signature/s of Applicant/s (Both parents or legal guardian/s are/is to sign if the Applicant is a minor) (All parties are to sign in the case of a joint Application)			Date		
AUTHORISED FINANCIAL INTERMEDIARY'S STAMP		AUTHORISED FINANCIAL INTERMEDIARY'S CODE		APPLICATION NUMBER	

## NOTES ON HOW TO COMPLETE THIS APPLICATION FORM AND OTHER INFORMATION

The following notes are to be read in conjunction with the Company Admission Document dated 27 September 2018 regulating the Bond Issue.

1. This Application is governed by the Terms and Conditions of the Application in this Company Admission Document dated 27 September 2018. Capitalised terms not defined herein shall, unless the context otherwise requires, have the meaning ascribed to them in the Company Admission Document.
2. The Application Form is to be completed in BLOCK LETTERS.
3. Applicants who are Non-Residents in Malta for tax purposes, must indicate their passport number in Panel B and complete Panel G. The relative box in Panel A must also be marked appropriately.
4. Applicants are to insert full personal details in Panel B. In the case of an Application by more than one person (including husband and wife) full details of all individuals, including I.D. card numbers, must be given in Panels B and C but the person whose name appears in Panel B shall, for all intents and purposes, be deemed to be the registered holder of the Bonds (vide note 7 below). Interest and redemption proceeds will be issued to the account indicated in Panel H or as otherwise indicated by the Bondholder/s during the term of the Bond.
5. Upon submission of an Application Form, Bondholders who do not have an online e-portfolio account will be registered by the CSD for the online e-portfolio facility and will receive by mail at their registered address a handle code to activate the new e-portfolio login. The Bondholder's statement of holdings evidencing entitlement to Bonds held in the register kept by the CSD and registration advices evidencing movements in such register will be available through the said e-portfolio facility on <https://eportfolio.borzamalta.com.mt/>. Those Bondholders who opt not to avail themselves of this facility should indicate such in Panel B of the Application Form. Further details on the e-portfolio are found on <https://eportfolio.borzamalta.com.mt/Help>.
6. Applications in the name and for the benefit of minors shall be allowed provided that they are signed by both parents or by the legal guardian/s and accompanied by a Public Registry birth certificate of the minor in whose name and for whose benefit the Application Form is submitted. The relative box in Panel A must also be marked appropriately. Any Bonds allocated pursuant to such an Application shall be registered in the name of the minor as Bondholder, with interest and redemption proceeds payable to the parents or legal guardian/s signing the Application Form until such time as the minor attains the age of eighteen (18) years, following which all interest and redemption proceeds shall be payable directly to the registered holder, provided that the Issuer has been duly notified in writing of the fact that the minor has attained the age of eighteen (18) years.
7. In the case of a body corporate, the name of the entity exactly as registered, and the registration number are to be inserted in Panel B. Applications must be signed by duly authorised representatives indicating the capacity in which they are signing.
8. APPLICANTS WHO ALREADY HOLD SECURITIES ON THE MSE ARE TO INDICATE THEIR MSE ACCOUNT NUMBER IN PANEL B. APPLICANTS ARE TO NOTE THAT ANY SECURITIES ALLOTTED TO THEM WILL BE RECORDED IN THE MSE ACCOUNT NUMBER QUOTED ON THIS APPLICATION FORM. IF DETAILS OF SUCH MSE ACCOUNT NUMBER, AS HELD BY THE MSE, DIFFER FROM ANY OR ALL OF THE DETAILS APPEARING OVERLEAF, A SEPARATE REQUEST BY THE APPLICANT TO CHANGE THESE DETAILS AS RECORDED AT THE MSE WILL HAVE TO BE EFFECTED.
9. Applications must be for a minimum of €5,000 and thereafter in multiples of €100.
10. Payment must be made in Euro, in cleared funds to 'The Registrar – D Shopping Malls Finance p.l.c. Bond Issue'. In the event that the cheque accompanying an Application Form is not honoured on the first presentation, the Issuer and the Registrar reserve the right to invalidate the relative Application.
11. Only Applicants who hold a valid official Maltese Identity Card or companies registered in Malta will be treated as resident in Malta. In such a case the Applicant may elect to have final withholding tax, currently 15%, deducted from interest payments in which case such interest need not be declared in the Applicant's income tax return. The Applicant may elect to receive the interest gross (i.e. without deduction of final withholding tax), but will be obliged to declare interest so received in the tax return. Interest received by non-resident Applicants is not taxable in Malta and non-residents will receive interest gross. Authorised entities applying in the name of a Prescribed Fund (having indicated their status in the appropriate box in Panel A) will have final withholding tax (currently 10%), deducted from interest payments. In terms of section 23 of the Company Admission Document, unless the Issuer is otherwise instructed by a Bondholder, or if the Bondholder does not fall within the definition of "recipient" in terms of Article 41(c) of the Income Tax Act (Cap. 123 of the Laws of Malta), interest shall be paid to such person net of final withholding tax, (currently 15%) of the gross amount of interest, pursuant to Article 33 of the Income Tax Act (Cap. 123 of the Laws of Malta).
12. Non-residents of Malta should note that payment of interest to individuals and certain residual entities residing in another EU Member State is reported on an annual basis to the Director General Inland Revenue, Malta, who will in turn exchange the information with the competent tax authority of the Member State where the recipient of interest is resident. This exchange of information takes place in terms of the Council Directive 2014/ 107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation. 11a. the contents of Notes 10 and 11 above do not constitute tax advice by the Issuer and Applicants are to consult their own independent tax advisors in case of doubt.
13. If any Application is not accepted after the closure of the subscription lists or is accepted for fewer Bonds than those applied for, the monies or the balance of the amount paid but not allocated, as the case may be, will be returned by direct credit into the bank account as indicated in Panel H. Interest and redemption proceeds will be credited to the account indicated in Panel H or as otherwise amended by the Bondholder/s during the term of the Bond.
14. Subscription lists for the Applicants will close at 26 October 2018 at 12:00 CET. The Issuer reserves the right to refuse any Application which appears to be in breach of the Terms and Conditions of the Application as contained in the Company Admission Document. Any Applications received by the Registrar after the subscription lists close will not be accepted. Completed Application Forms are to be delivered to any of the Authorised Financial Intermediaries listed in the Company Admission Document, during normal office hours. Remittances by post are made at the risk of the Applicant and the Issuer disclaims all responsibility for any such remittances not being received by the date of closing of the subscription lists.
15. By completing and delivering an Application Form you (as the Applicant(s)) acknowledge that:
  - a. the Issuer may process the personal data that you provide in the Application Form in accordance with the General Data Protection Regulation – GDPR (Regulation (EU) 2016/679)
  - b. the Issuer may process such personal data for all purposes necessary for and related to the Bonds applied for; and
  - c. you, as the Applicant, have the right to request access to and rectification of the personal data relating to you, as processed by the Issuer. Any such requests must be made in writing and addressed to the Issuer. The request must be signed by yourself as the Applicant to whom the personal data relates.

The value of investments can go up or down and past performance is not necessarily indicative of future performance. The nominal value of the Bonds on offer will be repayable in full upon redemption. An investor should consult an independent financial advisor, licensed under the Investment Services Act (Cap. 370 of the Laws of Malta), for advice.

**ANNEX G: AUTHORISED INTERMEDIARIES**

Name	Address	Telephone
Jesmond Mizzi Financial Advisors Limited	67, Level 3, South Street, Valletta, Malta	23265690

**Issuer**



**D Shopping Malls Finance p.l.c**  
Dizz Buildings, Carob Street  
Santa Venera, Malta

**Guarantor**



**D Shopping Malls Limited**  
Dizz Buildings, Carob Street  
Santa Venera, Malta

**Corporate Advisor and Reporting Accountant**



**Grant Thornton**  
Fort Business Center, Level 2  
Mriehel Bypass  
Mriehel BKR 3000, Malta

**Placement Agent, Manager, Registrar and Trustee**

Jesmond Mizzi Financial Advisors Limited  
67, Level 3, South Street,  
Valletta, Malta