



OFFER DOCUMENT

Dated 13 September 2024

CONDITIONAL VOLUNTARY PUBLIC TAKEOVER OFFER

BY

MARSAMXETT PROPERTIES LTD.

(a private limited liability company incorporated under the laws of Malta with company registration number C 106474)

in respect of all of the ordinary Shares in issue by

TIGNÉ MALL P.L.C.

(a public company incorporated under the laws of Malta with company registration number C 35139)

for consideration in cash of €1.04 per Share (as further described in this Offer Document).

Acceptance period:

from 16 September 2024 at 08:30 hours (CET) to
7 October 2024 at 12:00 hours (CET)

THIS OFFER IS NOT BEING MADE AND DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION OR TO ANY PERSON WHERE THE MAKING OR ACCEPTANCE OF THE OFFER OR SOLICITATION WOULD BE IN VIOLATION OF THE LAWS OR REGULATIONS OF SUCH JURISDICTION.

Legal Counsel to Offeror



Manager, Registrar,
Collecting & Paying Agent



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1. IMPORTANT INFORMATION AND RESPONSIBILITY STATEMENTS

1.1 General

This document is being published and distributed by the Offeror in accordance with the requirements of Chapter 11 of the Capital Markets Rules for the purpose of making a voluntary public takeover offer for all the issued share capital of Tigné Mall p.l.c. (the “**Company**”). This document has been prepared by the Offeror to provide information on the Offer and is addressed to the Target Shareholders of the Company.

All capitalised terms used in this Offer Document are defined and have the meaning attributed to them in section 2 entitled “*Definitions and Interpretation*” and reference should be made thereto for explanatory purposes.

In accordance with the Capital Markets Rules, the Malta Financial Services Authority has been duly informed of the launch of the Offer and of the contents of this Offer Document. Such communication, however, does not mean, whether by implication or otherwise, and should not be construed as meaning, that the Malta Financial Services Authority has in any manner approved, ratified or otherwise accepted any responsibility whatsoever for the contents of this Offer Document.

The Malta Financial Services Authority accepts no responsibility for the contents of this Offer Document, makes no representations as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon, the whole or any part of the contents of this Offer Document.

1.2 Reliance

Target Shareholders must rely upon their own examination and evaluation of this Offer Document, which should be read and examined carefully in order to ensure that a well-considered judgment is made in relation to the Offer and of all the information contained herein. Target Shareholders are urged to seek the advice of their own independent financial, tax and legal advisors in this process.

No person or entity other than the Offeror, and persons authorised by the Offeror, is entitled or authorised by the Offeror to provide any information or to make any representations in connection with the Offer. The Offeror will not accept responsibility for any consequences arising from use or reliance on any unauthorised representation or other information. All costs connected directly or indirectly with the advice of financial, tax, legal and/or other professionals that may be sought by or offered to individual Target Shareholders in connection with this document and the information contained herein, shall be borne by the Target Shareholders concerned.

1.3 Responsibility statements

The Offeror confirms that as at the date of this Offer Document:

- (a) this Offer Document contains all information with respect to the Offer which is material in the context of the Offer;
- (b) the information contained herein in respect of the Offer is accurate in all material respects and is not misleading;
- (c) any opinions and intentions expressed herein are honestly held and based on reasonable assumptions;
- (d) there are no other facts, the omission of which would make any statement in this Offer Document, whether of fact or opinion, misleading in any material respect; and
- (e) all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained herein.

This Offer Document and the Offer may not be taken as an implication: (i) that the information contained in this Offer Document is accurate and complete subsequent to its date of issue; or (ii) that any other information supplied in connection with this Offer 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.

Where information included in this Offer Document has been sourced from a third party, such information has been accurately reproduced and, as far as the Offeror is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This document includes information given in compliance with the applicable provisions of Chapter 11 of the Capital Markets Rules for the purpose of giving information concerning the Offer. This Offer Document and the Annexes hereto should be read in their entirety by Target Shareholders before deciding whether to accept the Offer.

This Offer Document can only be used for the purposes for which it has been published.

1.4 Publication and dissemination of the Offer Document

This Offer Document is being made available, free of charge, with effect from the date of this document in electronic form on the Offeror's parent company's website at www.hiliventures.com and on the website of the Manager at www.rizzofarrugia.com.

The publication, dispatch, distribution or dissemination of this Offer Document or any other documents related to the Offer, outside of Malta, may result in the applicability of the laws of jurisdictions other than Malta and may be subject to legal restrictions in such other jurisdictions. Therefore, the Offer Document as well as any other documents related to the Offer, notwithstanding their publication on the internet, are not designated for publication, dispatch, distribution or dissemination in jurisdictions other than Malta.

Unless otherwise stated, the contents of the Offeror's website or any website directly or indirectly linked to the Offeror's website do not form part of the Offer Document. Accordingly, no reliance ought to be made by any Target Shareholder on any information or other data contained in such website as the basis for a decision to accept the Offer.

1.5 Acceptance of the Offer outside of Malta

The Offer can be accepted by all Maltese and non-Maltese Target Shareholders (other than those Target Shareholders resident in one of the Excluded Territories) in accordance with the terms and provisions set out in this Offer Document and the respective applicable legal provisions. However, the Offeror points out that the acceptance of the Offer outside Malta may be subject to legal restrictions. Target Shareholders who are in possession of this Offer Document outside Malta, who wish to accept the Offer outside Malta and/or who are subject to laws and regulations applicable outside Malta, are advised to inform themselves of the relevant Applicable Laws and to comply therewith. The Offeror assumes no responsibility for the acceptance of the Offer outside Malta being permissible under the relevant Applicable Laws. The Offer is not directed to, and Acceptances received will not be approved from or on behalf of, Target Shareholders in any Excluded Territories.

It is the responsibility of any person in possession of this Offer Document and any persons wishing to accept the Offer to inform themselves of and to observe and comply with all applicable laws and regulations of any relevant jurisdiction. Target Shareholders should inform themselves as to the legal requirements of so accepting the Offer and must rely on their own legal advisors, accountants and other financial advisors as to legal, tax, investment or any other related matters concerning the Offer.

This Offer Document does not constitute, and may not be used for the purposes of, an offer, invitation or solicitation to anyone in any jurisdiction: (a) in which such offer, invitation or solicitation is not authorised; or (b) in which any person making such offer, invitation or solicitation is not qualified to do

so; or (c) to any person to whom it is unlawful to make such offer, invitation or solicitation. The distribution of this Offer 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.

1.6 Language of the Offer Document

This Offer Document is produced in the English language only.

1.7 Statements in the Offer Document

Except as otherwise stated, references to time in this Offer Document are references to local time in Malta. To the extent that expressions such as “currently”, “at the present time”, “at the moment”, “now”, “at present” or “today” are used in this Offer Document, they refer to the date of publication of this Offer Document, that is, 13 September 2024, except as otherwise expressly stated.

The Offeror has not authorised third parties to make statements about the Offer or this Offer Document. If third parties nevertheless make such statements, these shall not be attributable to the Offeror.

1.8 Forward-looking statements and intentions of the Offeror

This Offer Document and the documents incorporated herein by reference or annexed hereto include statements that are, or may be deemed to be, forward-looking statements. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms “believes”, “estimates”, “anticipates”, “expects”, “intends”, “may”, “will”, “assumes”, “endeavours” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements relate to matters that are not historical facts and which may, accordingly, involve predictions of future circumstances. They appear in a number of places throughout this document and include statements regarding the intentions, beliefs or current expectations of the Offeror, concerning, amongst other things, the Offeror’s proposed role in relation to the Company following the Offer, as well as the Company’s operations, financial condition, employment conditions, location of its business and dividend policy.

There can be no assurance that the results and events contemplated by the forward-looking statements contained in this Offer Document will occur.

By their nature, forward-looking statements involve risks and uncertainties, including risks and uncertainties beyond the Offeror’s control, because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not a guarantee of future performance and should, therefore, not be construed as such. The Company’s actual future results of operations, financial condition, employment, dividend policy, location of its business and the development of its strategy may differ materially from the statements made in and impressions created by the forward-looking statements contained in this Offer Document. In addition, even if the results of operations, financial condition, employment and dividend policy of the Company, as well as the location of its business, are consistent with the forward-looking statements contained in this Offer Document, those results or developments may not be indicative of results or developments in subsequent periods. Important factors that may cause these differences include, but are not limited to, changes in economic conditions generally, legislative changes, changes in taxation regimes, the availability and cost of capital for future investments and the availability of suitable financing. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Offer Document may not occur.

All forward-looking statements contained in this Offer Document are made only as at the date hereof. Subject to any legal obligations, the Offeror expressly disclaims any obligations to update or revise any forward-looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based. Given these uncertainties, Target Shareholders are cautioned not to place any undue reliance on such forward-looking statements.

Accordingly, the Offeror cautions Target Shareholders 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 Offeror 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.

1.9 No updates

Statements made in this Offer Document are, except where otherwise stated, based on the law and practice currently in force in Malta and are subject to changes therein.

The Offeror will update this Offer Document only to the extent permitted and required under the Capital Markets Rules.

1.10 Professional Advisors

VB Advocates of 52, St. Christopher Street, Valletta VLT 1462, Malta, are acting as legal advisors to the Offeror in connection with this Offer and have assisted the Offeror in the preparation of this Offer Document.

Rizzo, Farrugia & Co (Stockbrokers) Ltd (C 13102) of Airways House, Fourth Floor, High Street, Sliema SLM 1551, Malta, are acting as Manager, Registrar as well as Collecting & Paying Agent in connection with the Acceptance process.

Neither of the above-mentioned advisors, nor any person mentioned in this Offer Document, other than the Offeror, is responsible for the information contained in this Offer Document or any supplement thereof, and, accordingly, to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility as to the accuracy and completeness of the information contained in the Offer Document or any other related document.

As at 10 September 2024, Rizzo, Farrugia & Co (Stockbrokers) Ltd held four hundred and twenty-seven thousand (427,000) Target Shares, all of which were held under a safekeeping and administration arrangement on behalf of its clients.

Save for the disclosure above, the advisors to the Offeror have acted and are acting exclusively for the Offeror in relation to this Offer Document and have no contractual, fiduciary or other obligation or responsibility towards any other person. The advisors to the Offeror will not be responsible to any Target Shareholder or any other person whomsoever in relation to the contents of and any information contained in the Offer Document, its completeness or accuracy or any other statement made in connection therewith. Each person receiving this Offer Document acknowledges that such person has not relied on any of the advisors in connection with its investigation of the accuracy of such information or its decision in relation to the Offer and each person must rely on his/her/its own examination of the Offer.

1.11 Independent Expert

Grant Thornton Limited (C 80426) of Fort Business Centre, Level 2 Triq L-Intornjatur, Zone 1, Central Business District, Birkirkara CBD 1050, Malta, has been engaged as independent expert to report on the consideration offered in connection with the Offer and on whether the Offeror has sufficient resources to meet the consideration to be provided on full acceptance of the Offer and to pay any debts incurred in connection with the Offer, as contemplated in Rules 11.23 and 11.24 of the Capital Markets Rules, respectively.

A copy of their report is duly appended hereto as Annex 2.

2. DEFINITIONS AND INTERPRETATION

In addition to the defined terms used in section 5 of this Offer Document titled “*Terms and Conditions of the Offer*”, the following words and expressions shall bear the following meanings whenever such words and

expressions are used in their capitalised form, except where the context otherwise requires:

Acceptance	the formal acceptance of the Offer by a Target Shareholder pursuant to the submission of an Acceptance Form;
Acceptance Form	the form to be used by Target Shareholders when accepting the Offer, as set out in Annex 1 to this Offer Document;
Acceptance Period	the period during which Target Shareholders may accept the Offer, which period shall run from and including 16 September 2024 at 08:30 hours (CET) to and including 7 October 2024 at 12:00 hours (CET), unless otherwise extended in terms of the provisions of the Capital Markets Rules;
Accepting Target Shareholder	a Target Shareholder completing an Acceptance Form and lodging the same with an Authorised Intermediary, during the Acceptance Period;
Applicable Laws	all laws, rules, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction, all judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal and all codes of practice, statutory guidance and policy notes having force of law in their respective jurisdiction;
Authorised Intermediary/ies	the licensed stockbrokers and financial intermediaries listed in Annex 3 to this Offer Document;
Business Day	any day between Monday and Friday, both days included (but excluding any public and/or bank holidays), on which commercial banks in Malta are open for normal banking business;
Capital Markets Rules or Rule/s	the Capital Markets Rules issued by the MFSA, as may be amended from time to time;
Central Securities Depository or CSD	the Central Securities Depository of the Malta Stock Exchange 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;
CET	Central European Time;
Closing Date	12:00 hours (CET) on the last day of the Acceptance Period on which Target Shareholders may accept the Offer;
Consideration or Offer Consideration	€1.04 per Target Share, payable on the Settlement Date;
Companies Act or Act	the Companies Act, 1995 (Chapter 386 of the laws of Malta);
Company or Tigné Mall p.l.c.	Tigné Mall p.l.c., a public company registered and existing under the laws of Malta, bearing company registration number C 35139 and having its registered office at Management Suite, The Point Shopping Mall, Pjazza Tigne Point, Sliema TP 01, Malta;
Completion Conditions	the conditions referred to under sub-section 5.4 of this Offer Document titled " <i>Completion Conditions</i> ", which conditions are required to be fulfilled or waived for the completion of the Offer;

Euro or €	the lawful currency of the Republic of Malta;
Excluded Territories	the United States, Canada, Japan, the Republic of South Africa and any jurisdiction where the extension into, or availability of, the Offer would breach any Applicable Law;
Financial Markets Act	the Financial Markets Act (Chapter 345 of the laws of Malta);
Hili Ventures	the Offeror and any associated company or entity as set out in sub-section 7.4 of this Offer Document;
HSBC Bank Malta p.l.c.	HSBC Bank Malta p.l.c., a public company registered and existing under the laws of Malta, bearing company registration number C 3177 and having its registered office at 116, Archbishop Street, Valletta VLT1444, Malta;
Independent Expert	Grant Thornton Limited, a private limited liability company registered under the laws of Malta having its registered office at Fort Business Centre, Level 2 Triq L-Intornjatur, Zone 1, Central Business District, Birkirkara CBD 1050, Malta and bearing company registration number C 80426;
Independent Expert's Report	the report appended hereto as Annex 2, prepared by the Independent Expert in accordance with Rules 11.23 and 11.24;
Malta Financial Services Authority or MFSA	the Malta Financial Services Authority, established in terms of the Malta Financial Services Authority Act (Chapter 330 of the laws of Malta) in its capacity as the competent authority in terms of the Financial Markets Act;
Malta Stock Exchange or Exchange or MSE	Malta Stock Exchange p.l.c., as originally constituted in terms of the Financial Markets Act (Chapter 345 of the laws of Malta) with company registration number C 42525 and having its registered office at Garrison Chapel, Castille Place, Valletta VLT 1063, Malta;
Malta Stock Exchange Bye-Laws	the MSE bye-laws issued by the authority of the board of directors of Malta Stock Exchange p.l.c., as may be amended from time to time;
Manager and/or Registrar and/or Collecting Agent and/or Paying Agent	Rizzo, Farrugia & Co (Stockbrokers) Ltd, a private limited liability company registered under the laws of Malta having its registered office at Airways House, Fourth Floor, High Street, Sliema SLM 1551, Malta, and bearing company registration number C 13102. Rizzo, Farrugia & Co (Stockbrokers) Ltd 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;
Offer	the conditional voluntary public offer being made by the Offeror to all Target Shareholders pursuant to this Offer Document for the Offeror to purchase up to all the Target Shares at the Offer Consideration and on the terms and conditions set forth herein;

Offer Document	this document in its entirety including the Annexes hereto, dated 13 September 2024, as such documents may be amended, updated, replaced and supplemented from time to time;
Offeror	Marsamxett Properties Ltd., a private limited liability company incorporated under the laws of Malta bearing company registration number C 106474 and having its registered office at Nineteen Twenty-Three, Valletta Road, Marsa MRS 3000, Malta;
Official List	the list prepared and published by the Malta Stock Exchange as its official list in accordance with the Malta Stock Exchange Bye-Laws;
Personal Data	as defined by Regulation 2016/679 (the General Data Protection Regulation), including but not limited to any personal data collected through the Acceptance Form and any related transaction data;
Register	the register of Shareholders of the Company as registered at the Central Securities Depository of the MSE;
Settlement Date	the date on which the Target Shares to be acquired by the Offeror pursuant to the terms and conditions of this Offer Document are recorded in the name of the Offeror in the Register;
Share(s)	each of the fifty-six million, four hundred thousand (56,400,000) ordinary shares having a nominal value of fifty Euro cents (€0.50) comprising of the total issued share capital of the Company, as at the date of this Offer Document, all fully paid-up and listed on the Official List of Malta Stock Exchange;
Shareholders	holder(s) of one or more Share(s) in the Company as registered in the Register, including the Offeror;
Target Share(s)	each of the twenty-eight million, three hundred and seventy-eight thousand, five hundred and nineteen (28,378,519) Shares held by the Target Shareholders, representing just under 50.32% of the total issued share capital of the Company;
Target Shareholder(s)	holder(s) of one or more Target Share(s) in the Company as registered in the Register, excluding the Offeror, and further excluding Outgoing Target Shareholders, if any, and including New Target Shareholders, if any and as applicable, in each latter case as defined and contemplated in sub-section 5.8 of this Offer Document;
Terms and Conditions	the terms and conditions of the Offer set out under the heading “ <i>Terms and Conditions of the Offer</i> ” in section 5 of this Offer Document;
The Point Shopping Mall	the property better described in sub-section 6.1 of this Offer Document; and
United States or U.S.	the United States of America, its territories or its possessions, or any area subject to its jurisdiction.

All references in this Offer 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 publication of this Offer Document.

3. SUMMARY OF THE OFFER

The following summary contains an overview of selected particulars set out in this Offer Document. It is supplemented by, and should be read in conjunction with, the information and particulars set out elsewhere in this Offer Document. Therefore, the below summary does not contain all information that may be relevant for Target Shareholders in connection with the Offer. For this reason, Target Shareholders should carefully read and consider the entire Offer Document.

Acceptance	acceptance of the Offer must be declared in written form by the relevant Target Shareholder by completing and signing the Acceptance Form and lodging the same with an Authorised Intermediary during the Acceptance Period. The transfer of the Target Shares tendered by Target Shareholders pursuant to an Acceptance Form, settlement and the Offeror’s obligation to pay the applicable Offer Consideration in respect of the same is subject to satisfaction of the Completion Conditions;
Acceptance period	from and including 16 September 2024 at 08:30 hours (CET) to and including 7 October 2024 at 12:00 hours (CET);

<p>Completion Conditions</p>	<p>the acquisition of the Target Shares and the consequent completion of the Offer by the Offeror shall be subject to and conditional upon the completion conditions as set out in sub-section 5.4 of this Offer Document titled “<i>Completion Conditions</i>”, namely:</p> <ul style="list-style-type: none"> i. no material adverse change taking place following publication of this Offer Document and until completion of the Offer, in relation to, <i>inter alia</i>, the financial condition, commercial position, business, assets or results of operation of the Company; ii. following publication of this Offer Document and until completion of the Offer, the Company continuing in all material respects to conduct their business in an ordinary manner and in accordance with applicable laws, regulations and decisions of public authorities, and also refraining from entering into agreements outside the ordinary course of business and not making or proposing changes to the Company’s capital structure, financing structure or corporate status or issuing securities or other rights to acquire Target Shares or securities issued or making any dividend declarations, distributions or redemption of Target Shares; iii. no court or governmental or other regulatory authority (including any applicable securities regulator) having taken any legal action which restrains or prohibits the Offer or the completion of same in any manner; and iv. obtaining of all necessary consents and approvals from government or other authorities, as well as under any contracts or deeds binding the Company, as may be required in connection with and in furtherance of the proposed Offer; <p>The Offeror shall be entitled to waive one, some or all of the Completion Conditions, in whole or in part, in its sole and absolute discretion;</p>
<p>Cost of Acceptance</p>	<p>acceptance of the Offer may be subject to: (i) taxes as explained in section 10 of this Offer Document titled “<i>Tax Considerations</i>” and sub-section 5.10 of this Offer Document, (ii) the costs and expenses in relation to professional advice sought by each Target Shareholder which shall be borne by such Target Shareholder as explained in sub-section 1.2 titled “<i>Reliance</i>”, and (iii) bank charges as explained in sub-section 5.6.10 of this Offer Document;</p>
<p>Eligible Target Shareholders</p>	<p>this Offer is available to Target Shareholders as registered in the Register up until (and including) the Closing Date (equivalent to the close of trading on 3 October 2024), provided that the Shares continue to be held by the same Target Shareholder and are freely transferrable up until and including the Settlement Date, subject to the provisions in sub-section 5.8 below;</p>
<p>Payment of Offer Consideration</p>	<p>the Consideration shall be settled by the Offeror on the Settlement Date;</p>

Publication of the Offer Document	this Offer Document shall be available in electronic form on the Offeror's parent company's website at www.hiliventures.com ; and on the Manager's website at www.rizzofarrugia.com ;
Results	information regarding the level of Acceptances received as a result of the Offer shall be made public by not later than 10 calendar days from the Closing Date as set out in sub-section 5.6.13 of this Offer Document;
Subject matter of the Offer	each of the Target Shares in the Company; and
Transfer of the Target Shares and Settlement	subject to satisfaction of the Completion Conditions, transfer of ownership in respect of the tendered Target Shares and settlement by the Offeror (through the Paying Agent) shall take place on the Settlement Date.

In the event that not all Completion Conditions have been satisfied by the Closing Date, and subject to the Offeror's right to waive one, some or all of the Completion Conditions, in whole or in part, in its sole and absolute discretion, then the Offer shall be considered revoked and the Offeror shall no longer be bound by the terms of the Offer.

4. BACKGROUND TO THE OFFER

Following the purchase of just over 49.68% of the issued share capital of the Company, the Offeror is hereby launching the Offer to the Target Shareholders, which Offer remains subject to and conditional upon the Completion Conditions as set out in sub-section 5.4 of this Offer Document. This Offer Document regulates, *inter alia*, the mechanics of how the Offeror proposes to acquire the Target Shares issued in the capital of the Company from the Target Shareholders.

In setting out herein its Offer for the acquisition of the Target Shares, the Offeror confirms that it is acting alone and as a principal for its own account and not in conjunction with, or as agent or broker for, any other party and that an on-sale of all or part of the assets of, or Target Shares in, the Company is not in contemplation of, and that it has not entered into, any agreement, arrangement or undertaking or understanding with any other person (other than a potential financier) in relation to the sale process or its outcome.

5. TERMS AND CONDITIONS OF THE OFFER

5.1 Offer and Offer Consideration

Subject to the terms and conditions set out in this Offer Document, and to the Completion Conditions, the Offeror hereby offers to all the Target Shareholders to purchase and acquire all the Target Shares, having a nominal value of fifty Euro cents (€0.50) each, and in each case together with all ancillary rights associated with these Target Shares at the time of the settlement of the Offer (in particular any dividend entitlement), for an Offer Consideration consisting of a cash payment of €1.04 per Target Share in the Company, payable to the Target Shareholders on the Settlement Date.

5.1.1 Other

The Target Shareholders should read this Offer Document carefully in its entirety. Any Target Shareholders who intend to accept the Offer are directed to read this document in full, including the Independent Expert's Report which is appended to this Offer Document in Annex 2.

It is declared and confirmed that the Independent Expert which has drawn up the Independent Expert's

Report is independent of the Offeror and the Company.

The attention of Target Shareholders or any person who has a contractual or other legal obligation to forward this Offer Document or other related document into a jurisdiction other than Malta is drawn to sub-section 5.14 below. The Offer will not be made into the Excluded Territories.

5.2 Voluntary offer

The Offer is a conditional voluntary takeover offer made by the Offeror to all the Target Shareholders for the Target Shares registered in the Register.

5.3 Acceptance Period

The Acceptance Period shall commence on 16 September 2024 at 08:30 hours (CET) and end on 7 October 2024 at 12:00 hours (CET), unless extended as contemplated in the Capital Markets Rules. Acceptance Forms may be lodged with an Authorised Intermediary.

5.4 Completion Conditions

Completion of the Offer is subject to and conditional upon the fulfilment, or waiver by the Offeror, of all the following conditions (the “**Completion Conditions**”):

- (i) **no material adverse change** – no material adverse change taking place following publication of this Offer Document and until completion of the Offer, in relation to, *inter alia*, the financial condition, commercial position, business, assets or results of operation of the Company;
- (ii) **conduct of business** – following publication of this Offer Document and until completion of the Offer, the Company continuing in all material respects to conduct its business in an ordinary manner and in accordance with applicable laws, regulations and decisions of public authorities, and also refraining from entering into agreements outside the ordinary course of business and not making or proposing changes to the Company’s capital structure, financing structure or corporate status or issuing securities or other rights to acquire Target Shares or securities issued or making any dividend declarations, distributions or redemption of Target Shares;
- (iii) **no intervention** – no court or governmental or other regulatory authority (including any applicable securities regulator) having taken any legal action which restrains or prohibits the Offer or the completion of same in any manner; and
- (iv) **third-party consents** – obtaining of all necessary consents and approvals from government or other authorities, as well as under any contracts or deeds binding the Company, as may be required in connection with and in furtherance of the proposed Offer.

The Offeror shall be entitled to waive one, some or all of the Completion Conditions, in whole or in part, in its sole and absolute discretion.

5.5 Target Shareholder rights

Target Shareholders that accept the Offer will remain legal owners of their Target Shares and, subject to the terms of this Offer and to the extent permitted by Maltese law, retain voting rights and other shareholder rights related thereto until settlement has taken place in accordance with sub-section 5.6.14 below.

5.6 Procedures for accepting the Offer

5.6.1 Eligibility

The Offer is being made to Target Shareholders subject to the terms and conditions set out in this Offer Document.

All Target Shareholders registered in the Register up until the Closing Date (equivalent to the close of trading on 3 October 2024) are eligible to accept the Offer.

The Offeror may liaise with the Company in order for the Company to make a request to the Malta Financial Services Authority and the MSE for the suspension of trading of the Target Shares in accordance with Capital Markets Rules 1.15 and 1.16 during the Acceptance Period.

5.6.2 Acceptance of the Offer through Authorised Intermediaries and consequences for accepting the Offer

Target Shareholders may accept the Offer set forth in this Offer Document by lodging the Acceptance Form in original (a sample of which is attached as Annex 1 to this Offer Document) with an Authorised Intermediary by 12:00 hours (CET) on 7 October 2024.

The Acceptance Form, once duly completed and executed by the Target Shareholder and lodged with an Authorised Intermediary, and subject to the Completion Conditions as aforesaid, shall constitute a binding contract between the Offeror and the Target Shareholder whereby the Target Shareholder shall be bound to surrender the specified number of Target Shares in favour of the Offeror and the Offeror shall be bound to effect payment of the applicable Consideration, subject in all cases to the terms and conditions of the Offer set out in this Offer Document.

All Target Shares tendered in the Offer are to be transferred free of any pledge, charge, lien or other similar encumbrances in any jurisdiction and any other third-party rights whatsoever and with all shareholder rights attached to them. **Any third-party with registered encumbrances or other third-party rights must sign the Acceptance Form and thereby waive its rights in the Target Shares sold in the Offer and approve the transfer of the Target Shares to the Offeror free and clear of any such encumbrances and any other third-party rights.** Acceptances will be treated as valid only if any such holder has consented by signing the Acceptance Form for the sale and transfer of the Target Shares free of encumbrances to the Offeror.

An Acceptance is irrevocable and may not be withdrawn, in whole or in part, once the Authorised Intermediary has received the Acceptance Form, except as permitted under the terms of any revised Offer. Target Shareholders have the option to accept the Offer either in part or in full. Target Shareholders should complete the relevant section of the Acceptance Form, indicating the number of Target Shares for which they tender their Acceptance.

The responsibility to lodge the Acceptance Form within the deadline lies solely with the Target Shareholder and neither the Offeror nor the Registrar or any of the Authorised Intermediaries, take any responsibility for technical problems, including delays or non-receipt of the documentation by mail.

A Target Shareholder may remain passive and take no action to reject the Offer. If the Offer is not validly taken up by the Target Shareholder by the Closing Date, this shall be deemed as a rejection of the Offer by the Target Shareholder and his/her/its eligibility in terms of this Offer Document would have consequently lapsed.

Each Accepting Target Shareholder undertakes that any Target Shares which are the subject of an Acceptance made by such Accepting Target Shareholder will be retained by the Target Shareholder and that they will remain freely transferable to the Offeror and unencumbered after such Acceptance. Following the Acceptance of the Offer, the Target Shareholder may not sell, transfer, encumber or dispose of the Target Shares which are the subject of their Acceptance to any person other than the Offeror in terms of this Offer Document.

By delivering an original, duly executed Acceptance Form, Target Shareholders give the Offeror an irrevocable authorisation to render the Target Shares to which the Acceptance Form relates non-transferable to any other party except to the Offeror.

In the event that the Offer is cancelled or lapses, the Target Shares will not be transferred to the Offeror

and will be retained by the Target Shareholder in their original status of freely transferable Target Shares.

5.6.3 Acceptance Form

This Offer Document, together with the Acceptance Form, is being made available, free of charge, with effect from the date of this document in electronic form on the Offeror's parent company's website at www.hiliventures.com, and on the website of the Manager at www.rizzofarrugia.com.

Target Shareholders wishing to accept the Offer shall lodge the original Acceptance Form with an Authorised Intermediary, and the original Acceptance Form shall be received by the Authorised Intermediary, before the closure of the Acceptance Period. It shall not be incumbent on the Authorised Intermediary and/or the Offeror and/or the Registrar to verify the signatory/ies to the Acceptance Form.

Save where the context otherwise requires, terms defined in this Offer Document bear the same meaning when used in the Acceptance Form.

5.6.4 Joint Target Shareholders

In relation to Target Shares held jointly by several persons, the Acceptance Form must be signed by each of such Target Shareholders. It shall not be incumbent on the Authorised Intermediary and/or the Registrar and/or the Offeror to verify the signatory/ies to the Acceptance Form.

5.6.5 Legal persons

Where the Target Shareholder is a legal person, the Acceptance Form must be signed by the person/s authorised to sign and bind such Target Shareholder. It shall not be incumbent on the Authorised Intermediary and/or the Registrar and/or the Offeror to verify whether the person/s purporting to bind such Target Shareholder is in fact so authorised. Where the Target Shareholder is a legal person, such shareholder is to ensure that it has a valid Legal Entity Identifier ("LEI") in place at the time of signing the Acceptance Form and that such LEI remains valid, unexpired and in place until the Settlement Date. Failure to do so shall render the Acceptance Form invalid.

5.6.6 Minors

Where the Target Shareholder is a minor, both parents or legal guardian/s should sign the Acceptance Form and the Acceptance Form shall be accompanied by a certified true copy of a Civil Court (Voluntary Jurisdiction Section) decree, obtained from the Court's registry, authorising such sale in terms of article 136(4) of the Civil Code, together with a certified copy of the birth certificate of the minor or evidence of legal guardianship, as the case may be. It shall not be incumbent on the Authorised Intermediary and/or the Registrar and/or the Offeror to verify the signatory/ies to the Acceptance Form.

5.6.7 Deceased persons

If the name appearing on the Register is that of a deceased Target Shareholder or if a Target Shareholder passes away prior to having delivered the Acceptance Form to the Authorised Intermediary, the lawful successors in title of the deceased Target Shareholder must contact the CSD, producing adequate documentary proof, as requested by and to the satisfaction of the CSD, evidencing their status as lawful successors of the deceased Target Shareholder for the release of the Target Shares held by the deceased Target Shareholder in favour of the lawful successors in title. Upon receipt of the Target Shares in their own MSE account, the lawful successors in title may then submit an Acceptance Form in their own name provided that such Acceptance Form is lodged with an Authorised Intermediary prior to the Closing Date. It shall not be incumbent on the Authorised Intermediary and/or the Registrar and/or the Offeror to verify the signatory/ies to the Acceptance Form.

5.6.8 Target Shares subject to usufruct

Where Target Shares are held subject to usufruct, the Acceptance Form must be signed by both the bare owner/s and usufructuary/ies. The Authorised Intermediary and/or the Registrar and/or the Offeror reserve

the right to request additional supporting documentation, as well as being accompanied by proof of such an arrangement, such as a form of power of attorney in original or certified copy form. It shall not be incumbent on the Authorised Intermediary and/or the Registrar and/or the Offeror to verify the signatory/ies to the Acceptance Form.

5.6.9 Target Shares held under Nominee

If the name appearing on the Register is that of a Target Shareholder that is holding the Target Shares on behalf of its clients (under nominee), by submitting an Acceptance Form, the Target Shareholder acknowledges, accepts and agrees that it shall assume full responsibility for the preparation and submission of the transaction reports with the details of its underlying clients, in terms of the transaction reporting requirements under Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFIR) ("Transaction Reporting"). The Offeror and the Registrar shall, to the extent that such information is reasonably available to them, make available to the Target Shareholder any necessary information required by the latter for the purposes of the said Transaction Reporting by the Target Shareholder. In addition, Target Shareholders that are acting as nominees on behalf of clients shall also be required to indicate, on the Acceptance Form, whether the Acceptance Form is being submitted on behalf of only one or more than one underlying client/s.

5.6.10 Payment

The Consideration shall be payable in cash directly by the Offeror (through the Paying Agent) by bank transfer in Euro (€) to the bank account indicated by the Target Shareholder on the Acceptance Form.

Target Shareholders are advised that settlement into bank accounts may incur bank charges charged by the Target Shareholder's bank which are to be borne by the Target Shareholder and may take up to two (2) Business Days to settle into the Target Shareholder's bank account in cleared funds. Settlement to bank accounts outside Malta will be subject to settlement periods as prevalent in international banking markets, which may, in some cases, take longer than two (2) Business Days.

In addition to bank transfer charges, settlement into a non-Euro (€) denominated bank account will be subject to the prevailing foreign exchange rate at the date of settlement as may be applicable, and neither the Offeror nor the Registrar or Paying Agent, as applicable, shall be obliged to seek to obtain preferential exchange rates. Settlement to non-Euro (€) denominated bank accounts will be subject to settlement periods as prevalent in local and international banking markets as applicable.

In the event that the bank details on the Acceptance Form are incorrect or cannot be used for settlement for any reason, the Offeror or the Paying Agent, as applicable, may, at their discretion, and solely in the case of Acceptance Forms containing a Maltese address as completed by the Target Shareholder, issue a Euro denominated cheque drawn on a bank in Malta to settle the Consideration. The cheque would be mailed to the address indicated on the Acceptance Form at the Target Shareholder's risk.

5.6.11 Right to accept and/or reject

Subject to all other terms and conditions set out in this Offer Document, the Offeror, the Authorised Intermediary and the Collecting Agent reserve the right to accept or reject any Acceptance Form which in their opinion is not properly completed in accordance with relevant instructions or is not accompanied by the required documentation or is otherwise not in satisfaction of all the terms and conditions of this Offer Document. The Acceptance Form will be accepted in original only and photocopies or facsimile copies will not be accepted.

The Offeror and the Collecting Agent reserve the right in their sole and absolute discretion to approve Acceptance Forms being received after the expiration of the Acceptance Period or which are not correctly completed.

5.6.12 Right to revoke the Offer

The Offeror reserves the right to revoke the Offer at any time before the Closing Date in the circumstances contemplated by Capital Markets Rule 11.77.

5.6.13 Results

Information regarding the level of Acceptances received pursuant to the Offer (together with the announcement of fulfilment or waiver of the Completion Conditions or otherwise) shall be made public by the Offeror on the Offeror's parent company's website at www.hiliventures.com by not later than 10 calendar days from the Closing Date.

5.6.14 Settlement

Subject to the terms and conditions of the Offer, in particular the provisions of sub-section 5.4 of this Offer Document, settlement of the Consideration by the Offeror (through the Paying Agent) shall take place on the Settlement Date.

If any one or more of the Completion Conditions has not been duly satisfied or waived by the Closing Date, this Offer should be deemed to have lapsed and the conditional contract created between the Offeror and Accepting Target Shareholders would be automatically terminated and revoked, without penalty or other consequence to either party, both parties shall be fully and completely discharged of any obligation towards the other, and no settlement of the Offer Consideration shall take place.

5.7 Amendments to the Offer

The Offeror reserves the right to amend the Offer at any time but not later than 14 calendar days before the end of the Acceptance Period, and may do so in its sole and absolute discretion in accordance with applicable law, provided however that the Offeror may not amend the Offer in any manner that is disadvantageous to the Target Shareholders. Any amendments shall be communicated by the Offeror on the Offeror's parent company's website at www.hiliventures.com. Following the revision of the Offer, Target Shareholders who have already accepted the Offer by submitting the Acceptance Form to their Authorised Intermediary in the manner described in sub-section 5.6.2 above, shall have a right to withdraw their Acceptance of the Offer as permitted under the terms of the revised Offer. Where the Offer has been revised in accordance with this sub-section, the Acceptance Period allowed for the acceptance of the revised offer shall be automatically extended by 14 calendar days, provided that the extension does not go beyond the maximum period of 10 weeks as provided in Capital Markets Rule 11.27.

5.8 Transfer of Target Shares during the Acceptance Period

In the event that, during the Acceptance Period, any Target Shareholder (for the purposes of this sub-section 5.8 referred to as the "**Outgoing Target Shareholder**") who has not submitted a duly completed and executed Acceptance Form, elects to transfer any Target Shares held by him/her/it (for the purposes of this sub-section 5.8 referred to as the "**Transferred Target Shares**") to a third party (for the purposes of this sub-section 5.8 referred to as the "**New Target Shareholder**"), the New Target Shareholder may lodge an Acceptance Form with an Authorised Intermediary by the Closing Date of the Acceptance Period.

The above shall only apply in cases where the Transferred Target Shares are traded and settled prior to, or on, the Closing Date (equivalent to the close of trading on 3 October 2024).

5.9 Offer expenses and transaction costs

The Offer expenses represent the aggregate professional expenses relating to services provided to the Offeror in connection with the Offer, as well as costs related to publicity, advertising and other miscellaneous costs incurred in connection with the Offer, excluding selling commissions, and amount to an aggregate figure of approximately €65,000. These Offer expenses shall be borne by the Offeror.

Target Shareholders who accept the Offer will not have to pay any brokerage fees in respect of the sale of their Target Shares to the Offeror. The Offeror and/or the Manager and Paying Agent will not cover any

other costs or expenses that a Target Shareholder may incur in connection with the acceptance of the Offer, including but not limited to, any costs of any advisors, brokers or any costs/losses incurred in relation to the conversion of the Consideration into a foreign currency should the Accepting Target Shareholder elect for settlement of the Consideration into a non-Euro (€) denominated bank account.

5.10 Tax

Target Shareholders accepting the Offer are themselves responsible for any tax liability arising as a result of the settlement and any costs incurred in obtaining advice on this matter. A general description of the tax implications of the Offer is included below in section 10 hereof.

5.11 Public announcements

Public announcements in connection with the Offer will be published on the Offeror's parent company's website at www.hiliventures.com. Notices will be deemed to have been made upon the publication on the Offeror's parent company's website at www.hiliventures.com as aforesaid.

5.12 Lapse of the Offer

The Offer will lapse and any tendered Target Shares shall be released by the Offeror if any of the Completion Conditions have not been fulfilled or waived by the Offeror (in its sole and absolute discretion) by the Closing Date. The Offeror will publish the results on the level of acceptances at the end of the Acceptance Period on the Offeror's parent company's website at www.hiliventures.com, and shall state in such announcement whether the Completion Conditions have all been satisfied.

5.13 Representations and warranties

By completing and delivering an Acceptance Form, each of the Target Shareholders:

- (a) agrees that the Target Shares which are the subject of the Acceptance are free and clear of any pledge, hypothec, privilege, charge, lien or any similar encumbrance in any jurisdiction and are not subject to any third-party rights whatsoever and shall be transferred to the Offeror with all the rights pertaining to the Target Shares still attached to them without exception;
- (b) agrees to provide to the Authorised Intermediary and/or the Offeror and/or the Registrar with any documents and/or information which either of them may request in connection with the Acceptance Form;
- (c) agrees to provide valid, correct, complete and up-to-date information in the Acceptance Form and as such, each Target Shareholder agrees to indemnify the Offeror and/or the Paying Agent for any expenses, costs or losses that may be incurred by the Offeror and/or the Paying Agent as a result of any invalid, incorrect, incomplete or out-dated information provided;
- (d) agrees that the execution of the Acceptance Form and the delivery thereof to the Authorised Intermediary, subject to the Offer becoming unconditional in all respects in accordance with its terms, constitutes the irrevocable appointment of the Offeror or Paying Agent as such Target Shareholder's mandatory (the "**Mandatory**") and an irrevocable instruction and authorisation to the Mandatory to do all such acts as may, in the Mandatory's opinion, be necessary or expedient for the purpose of, or in connection with, the Acceptance of the Offer pursuant to the Acceptance Form and to vest title to the Target Shares in the Offeror;
- (e) warrants, in connection with the Acceptance Form, 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 the Acceptance Form in any territory and that he/she/it has not taken any action which will or may result in the Company, the Offeror or the Registrar acting in breach of the regulatory or legal requirements of any territory in connection with the Offer or its Acceptance;

- (f) represents that he/she/it (i) is not a U.S. person (as such term is defined in Regulation S under the Securities Act of 1933 of the United States, as amended) and does not hold any Target Shares he is tendering on behalf of a U.S. person; (ii) is not in the United States, and has not received or sent copies or originals of the Offer Document, the Acceptance Form or any related documents in, into or from the United States; (iii) is accepting the Offer set out in the Offer Document from outside the United States and has not executed, mailed or sent the form of acceptance in or from the United States; (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Offer from within the United States; and (v) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails or any means or instrumentality (including, without limitation, facsimile transmission, telephone and internet) of interstate or foreign commerce or any facility of a national securities exchange of the United States;
- (g) represents that he/she/it does not have his/her/its registered address in, and/or is not a resident of, any Excluded Territory;
- (h) agrees and acknowledges to have had the opportunity to read the Offer Document in its entirety and to be deemed to have had notice of all information and representations concerning the Offeror and the Offer contained herein;
- (i) authorises the Registrar, Authorised Intermediaries and the MSE to process the Personal Data that the Target Shareholder provides in the Acceptance Form for all purposes necessary and subsequent to the Offer in accordance with the Data Protection Act (Chapter 586 of the laws of Malta) and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR);
- (j) confirms that in submitting an Acceptance Form, no reliance was placed on any information or representation in relation to the Offeror, the Company and/or the Offer other than what is contained in the Offer Document and, accordingly, agree/s that no person responsible solely or jointly for the Offer Document or any part thereof will have any liability for any such other information or representation;
- (k) irrevocably agrees to transfer the number of Target Shares specified in his/her/its Acceptance Form at the Offer Consideration, subject to the Offer Document, the terms and conditions thereof and the Memorandum and Articles of Association of the Company;
- (l) agrees that all Acceptance Forms and contractual obligations 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 Offeror to bring any action, suit or proceeding arising out of or in connection with any such Acceptance Form in any other manner permitted by law in any court of competent jurisdiction;
- (m) warrants that if he/she signs the Acceptance 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 the terms and conditions of this Offer Document;
- (n) warrants that he/she is not under the age of eighteen (18) years or if he/she is lodging an Acceptance Form in the name and for the benefit of a minor, warrants that he/she is the parent or legal guardian of the minor;
- (o) agrees that the advisors to the Offeror listed in sub-section 1.10 of this Offer Document will not owe the Target Shareholder any duties or responsibilities concerning the Acceptance of the Offer; and
- (p) agrees that Rizzo, Farrugia & Co (Stockbrokers) Ltd will not, in its capacity as Registrar, Collecting

Agent and Paying Agent, treat the Target Shareholder as their customer by virtue of said Target Shareholder accepting the Offer or by virtue of the Acceptance Form being submitted to an Authorised Intermediary other than Rizzo, Farrugia & Co (Stockbrokers) Ltd, and Rizzo, Farrugia & Co (Stockbrokers) Ltd will not owe the Target Shareholder any duties or responsibilities concerning the acceptance of the Offer.

5.14 Overseas Target Shareholders and Excluded Territories

THE OFFER TO PERSONS RESIDENT IN, OR WHO ARE CITIZENS OF, OR WHO HAVE A REGISTERED ADDRESS IN, COUNTRIES OTHER THAN MALTA, MAY BE AFFECTED BY THE LAW OF THE RELEVANT JURISDICTION. THOSE PERSONS SHOULD CONSULT THEIR PROFESSIONAL ADVISORS (INCLUDING TAX ADVISORS) AS TO WHETHER THEY REQUIRE ANY GOVERNMENTAL OR OTHER CONSENTS OR NEED TO OBSERVE ANY OTHER FORMALITIES TO ENABLE THEM TO ACCEPT THE OFFER SET OUT IN THIS OFFER DOCUMENT.

This sub-section sets out the restrictions applicable to Target Shareholders who have registered addresses in and/or who are citizens or residents of Excluded Territories.

Any person (including, without limitation, nominees and trustees) outside Malta wishing to accept the Offer under this Offer Document must satisfy himself/herself/itself as to full observance of the Applicable Laws of any relevant territory, including by obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

This Offer is not being, and will not be, made, directly or indirectly, in or into, or by the use of mail or any means or instrumentality (including, without limitation, by means of telephone, facsimile, telex, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facility of a national security exchange of, any Excluded Territory, and the Offer should not be accepted by any such use, means, instrumentality or facility or from within any Excluded Territory. Doing so may render invalid any purported acceptance. Accordingly, neither this Offer Document nor the accompanying Acceptance Form and/or any other related document(s) are being, nor may they be, mailed, transmitted or otherwise forwarded, distributed or sent in, into or from (whether by use of mail or any means of instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facilities of a national securities exchange) any Excluded Territory. All Target Shareholders who accept the Offer must provide the Authorised Intermediary with a residence address outside an Excluded Territory and a bank account for the crediting of the settlement of the Offer Consideration outside these jurisdictions.

Any person (including, without limitation, any custodian, nominee or trustee) who would, or otherwise intends to, or who may have a contractual or legal obligation to, forward this Offer Document, the Acceptance Form and/or related document(s) to any jurisdiction outside Malta, should inform themselves of, and observe, these restrictions and must not mail, transmit or otherwise forward, distribute or send them in, into or from any Excluded Territory.

Target Shareholders residing outside of Malta who want to accept the Offer ought to seek information on relevant legislation in their country of residence, including whether it is necessary to obtain any government permits, as well as any possible tax consequences. Any failure to comply with the requirements of such jurisdictions may constitute a violation of the securities laws of such jurisdictions.

THE OFFEROR RESERVES THE RIGHT TO TREAT ANY ACCEPTANCES GIVEN IN VIOLATION OF THESE PROVISIONS AS NULL AND VOID.

5.15 Governing law and jurisdiction

The Offer, this Offer Document, the Acceptances and any non-contractual obligations arising out of or in relation to the Offer, the Offer Document and the Acceptances shall be governed by, and construed in accordance with, Maltese law.

The courts of Malta shall have exclusive jurisdiction to settle any dispute which may arise out of or in

connection with the Offer, the Offer Document and the Acceptances (including any dispute relating to any non-contractual obligations arising out of or in connection with any of them).

6. INFORMATION ON THE COMPANY

6.1 General information about the Company

Full legal and commercial name of the Company:	Tigné Mall p.l.c.
Registered address of the Company:	Management Suite, The Point Shopping Mall, Pjazza Tigne Point, Sliema TP 01, Malta
Place of registration and domicile:	Malta
Company registration number:	C 35139
Date of registration:	01 December 2004
Legal form:	The Company is lawfully existing and registered as a public limited liability company in terms of the Companies Act
Telephone number:	+356 2247 0300
Email address:	info@thepointmalta.com
Website:	www.thepointmalta.com

The principal object of the Company is to own, design, build, construct, develop, alter, refurbish, furnish, equip, maintain, provide, promote, finance, supervise, control, lease, rent, buy, sell, manage, operate or otherwise deal in shopping malls, commercial centres, supermarkets, retail and shopping outlets and areas, catering establishments including restaurants and bars, leisure and entertainment centres and amenities including cinemas, health and beauty clinics, offices and commercial parking places and to deal in any manner whatsoever in any products, goods, merchandise and other materials of all kinds to be used for the purposes of or in connection with any of the aforesaid activities or to be promoted or sold from any of the aforesaid outlets, areas, establishments, centres and places, and to provide all other allied and connected services.

The principal activity of the Company is the management and operation of The Point Shopping Mall and its underlying parking facilities. The Point Shopping Mall occupies a prominent position at the gateway of the Tigné Point development – an entirely pedestrianised environment. It consists of around 15,000 m² of retail accommodation, which spans over three (3) floors and currently attracts 2,500,000 annual local and overseas visitors. The Company's core revenue emanates from the leases of the retail outlets. Whilst the terms of the individual leases differ between tenants, leases are based on a standard form of agreement.

6.2 History of the Company

The Company was incorporated on 1 December 2004 as a limited liability company. By virtue of a deed dated 15 June 2000, MIDI p.l.c. (C 15836), the previous owner of the Company prior to its initial public offering (IPO) in 2013, had acquired property at Tigné Point and Manoel Island from the Government of Malta under title of temporary emphyteusis for a period of 99 years commencing from 15 June 2000. Subsequently, MIDI p.l.c. (C 15836) granted a temporary sub-emphyteusis to the Company by virtue of a

sub-empyteutical deed. The sub-empyteutical grant covered by the deed imposes a number of obligations on the Company including the payment of annual ground rent. The grant also provides that the property is operated as a shopping mall with underlying parking facilities.

On 1 March 2013, the Company was converted into a public limited company, with an increase in the authorised share capital. Following the IPO made by the Company pursuant to the prospectus dated 20 March 2013, the Company announced that the 56,400,000 ordinary shares were allotted and were admitted to listing on the Malta Stock Exchange on 2 May 2013. Following this offer the previous owners, MIDI p.l.c. (C 15836) and Tigné Contracting Limited (C 28438) no longer held Shares in the Company.

6.3 Corporate Structure

The Company is a single entity and does not form part of a group of companies.

6.4 Board of directors of the Company

The board of directors of the Company is composed as follows as at the date of this Offer Document:

Joseph Zammit Tabona	Independent, non-executive chairman
Marzena Formosa	Independent, non-executive director
Albert Frendo	Independent, non-executive director
Etienne Sciberras	Independent, non-executive director
Michael Agius	Independent, non-executive director

6.5 Selected financial information

€'000	FY2019	FY2020	FY2021	FY2022	FY2023
Revenue	6,985	5,444	6,695	8,169	8,516
Operating profit	4,390	2,903	4,222	5,249	5,372
Profit after tax	2,542	1,324	2,814	3,765	3,942

6.6 Shareholders

The issued share capital of the Company is, as at the date of this Offer Document, held by the general public and listed on the Official List of the Malta Stock Exchange.

For the purposes of Capital Markets Rule 11.22.7, the Offeror confirms that as the date hereof it holds 28,021,481 ordinary Shares issued by the Company, amounting to just over 49.68% of the issued share capital of the Company, acquired through multiple transactions on the Malta Stock Exchange over a span of 10 months.

7. INFORMATION ON THE OFFEROR

7.1 General information about the Offeror

Full legal and commercial name of the Offeror:	Marsamxett Properties Ltd.
Registered address of the Offeror:	Nineteen Twenty-Three, Valletta Road, Marsa MRS 3000,

	Malta
Place of registration and domicile:	Malta
Company registration number:	C 106474
Date of registration:	27 September 2023
Legal form:	The Offeror is lawfully existing and registered as a private limited liability company in terms of the Companies Act
Telephone number:	+356 2568 1200
Email Address:	info@hiliventures.com
Website:	www.hiliventures.com

The Offeror forms part of Hili Ventures, a diversified group of companies.

7.2 Board of directors of the Offeror

The board of directors of the Offeror is composed as follows as at the date of this Offer Document:

Dorian Desira	Director
Annabel Hili	Director

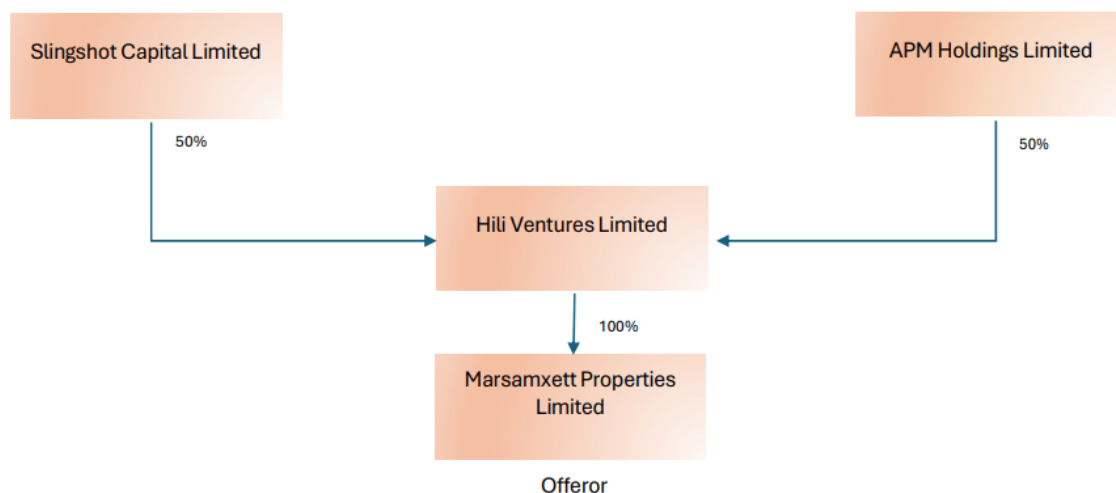
7.3 Overview of Offeror's and Hili Ventures' business

The principal object of the Offeror is to purchase, take on lease, exchange, lease or acquire by any title including emphyteusis and sub-emphyteusis or otherwise deal in and hold for the purpose of development or resale and traffic in any freehold, leasehold or other property for any estate or interest whatsoever. The purchase or otherwise of shares falls within the objects of the Offeror and the Offeror's business is to purchase and own Shares in the Company.

The Offeror forms part of Hili Ventures, a diversified group engaged in food service & retail, real estate & hospitality, shipping, oil and gas & engineering, and technology. From its headquarters in Malta, Hili Ventures oversees subsidiaries in 10 countries across Europe and North Africa with a team of over 12,000 people.

Further information on Hili Ventures and its business is available on www.hiliventures.com.

7.4 Corporate structure



Name	Registration Number	Registration Date	Registration Address	Place of Incorporation
APM Holdings Limited	C 30527	19-11-2002	"No2", Triq Il Kuncizzjoni, Lija LJA 1274	Malta
Hili Ventures Limited	C 57902	17-10-2012	Nineteen Twenty Three, Valletta Road, Marsa MRS 3000	Malta
Slingshot Capital Limited	C 76496	19-07-2016	Nineteen Twenty Three, Valletta Road, Marsa MRS 3000	Malta

7.5 Financing of the Offer

Subject to the terms and conditions set out in this Offer Document, the Offeror confirms that it has sufficient financial resources to meet the Offer Consideration on full acceptance of the Offer and to pay any costs incurred in connection with the Offer. The Offeror has already secured funding for the settlement of the Offer Consideration, which will become due on the Settlement Date.

Annex 2 to this Offer Document includes an Expert's Report on the Offer Consideration prepared in accordance with the requirements of Capital Markets Rules 11.23 and 11.24.

8. OFFEROR'S INTENTIONS WITH REGARD TO THE FUTURE BUSINESS OF THE COMPANY

In making the Offer set out in this Offer Document, the Offeror does not intend to implement any material changes to the general business of the Company as a direct consequence of acquiring the Company.

The Offeror's intention is to focus on maintaining The Point Shopping Mall as a leading shopping destination in Malta and to seek opportunities to grow the Company's revenue streams via investments and/or optimisation of resources in line with the Company's current growth strategy.

8.1 Vision and main synergies to be pursued between the Company and the Offeror

The Offeror is a non-trading company and was purposefully set up to hold Shares in the Company. As at the date of this Offer Document, the Offeror does not have any employees. As a result, there is no strategic plans for the two companies and no repercussions on employment.

8.2 Board of directors, management and employees

It is the intention of the Offeror to retain the services of Joseph Zammit Tabona, Marzena Formosa, Albert Frendo, Etienne Sciberras and Michael Agius, as directors of the Company until the next Annual General Meeting of the Company in accordance with the terms of the Memorandum and Articles of Association of the Company.

The existing management and employees will be retained and supplemented, where required. The Offeror does not intend to implement any material changes to the current conditions of employment of existing management and employees, as a direct consequence of acquiring the Company. The Offeror's plans for the Company are not expected to have any immediate repercussions on the operations and employees of the Company and the Offeror itself.

9. LEGAL IMPLICATIONS OF THE OFFER

9.1 Squeeze-out and sell-out rights

In the event, that as a result of Acceptances, the Offeror acquires and becomes entitled to hold 90% or more of the issued share capital and votes in the Company, the Offeror would become entitled to exercise its right set out in the Capital Markets Rules to require all the remaining Target Shareholders to sell and transfer to the Offeror the remaining Target Shares, and each remaining Target Shareholder will have the right to require the Offeror to purchase the remaining Target Shares, in both cases at a fair price, which will be payable in cash within a maximum period of three (3) months from the Closing Date in accordance with the Capital Markets Rules.

If the said 90% squeeze-out threshold is reached and when the Offer becomes unconditional, the Offeror intends to exercise its right set out in the Capital Markets Rules to require all the remaining Target Shareholders to sell and transfer to the Offeror the remaining Target Shares.

In the event that the Offeror opts to exercise its squeeze-out rights in terms of the Capital Markets Rules, the Offeror shall outline details on any exercise of the squeeze-out rights on the Offeror's parent company's website at www.hiliventures.com.

9.2 De-listing

Following completion of the Offer, and dependent upon the number of Target Shares acquired by the Offeror pursuant to the Offer, the Offeror intends to propose to the board of directors and the general meeting of the Company to apply to the Malta Financial Services Authority for the de-listing of the Shares from the Official List of the Malta Stock Exchange on the basis that the conditions for listing as set out in the Capital Markets Rules can no longer be fulfilled.

Subject to any direction which may be given by the Malta Financial Services Authority and subject to the observance of all procedures and formalities as set out in the Capital Markets Rules, the Offeror intends to procure that the Company be de-listed from the Official List of the Malta Stock Exchange.

10. TAX CONSIDERATIONS

10.1 Introduction

This section is a summary of certain Maltese tax considerations relevant to the disposal of the Target Shares pursuant to the Offer and does not purport to be a comprehensive description of all the tax considerations that may be relevant to the Target Shareholders. Furthermore, this section does not address any foreign tax considerations.

The following summary is based on applicable Maltese law in force at the time of the Offer which is subject to change and is solely intended to provide general guidelines and does not address all possible tax implications that may be relevant.

This section, which does not constitute legal or tax advice, refers only to Target Shareholders who do not deal in securities in their normal trading activity and, accordingly, no action or decision should be taken in reliance on such comments without first obtaining professional advice as regards Maltese and any foreign tax(es) that may be relevant to the transfer of Target Shares pursuant to the Offer.

10.2 Capital gains on disposal of Target Shares

In terms of the Income Tax Act (Chapter 123 of the laws of Malta), income tax is chargeable, *inter alia*, on capital gains arising from the transfer of shares or securities or any rights over such shares or securities.

However, in accordance with current legislation, insofar as the Target Shares of the Company remain listed on the Malta Stock Exchange, no income tax on capital gains is chargeable on any transfer of the Target Shares.

10.3 Duty on Documents

In terms of the Duty on Documents and Transfers Act (Chapter 364 of the laws of Malta), a duty (commonly referred to as 'stamp duty') is chargeable on a transfer of shares in Malta.

However, the Financial Markets Act provides that no duty is payable in the case of a transfer of shares of a company listed on the Malta Stock Exchange.

10.4 Target Shareholder tax liabilities

The Offeror shall not be liable to cover any tax liabilities incurred directly by the Company for the purposes of this transaction.

Accepting Target Shareholders shall be responsible for any tax liability arising as a result of the settlement and any costs and expenses incurred in obtaining tax advice.

ANNEX 1 - SPECIMEN ACCEPTANCE FORM

**CONDITIONAL VOLUNTARY PUBLIC TAKEOVER OFFER
BY MARSAMXETT PROPERTIES LTD. FOR ALL THE
ISSUED TARGET SHARES IN TIGNÉ MALL P.L.C.**



THIS ACCEPTANCE FORM IS TO BE COMPLETED AND SUBMITTED TO AN AUTHORISED INTERMEDIARY AS LISTED IN ANNEX 3 OF THE OFFER DOCUMENT BY NO LATER THAN THE CLOSING DATE OF THE ACCEPTANCE PERIOD.

The terms and conditions of the Offer set out in the Offer Document dated 13 September 2024 are an integral part of, and are incorporated by reference into, this Acceptance Form and are applicable to the conditional voluntary public takeover Offer by Marsamxett Properties Ltd. in respect of all the issued Target Shares in Tigné Mall p.l.c.

By completing, signing and delivering this Acceptance Form, the Target Shareholder agrees to be bound by the terms and conditions set out in the Offer Document and the enclosed notes for completing this Acceptance Form, and is thereby deemed to have accepted them.

A.1 – TARGET SHAREHOLDER DETAILS

FULL NAME & SURNAME / REGISTERED NAME		
ADDRESS	I.D. CARD / PASSPORT / COMPANY REG. NO. DOCUMENT TYPE: COUNTRY OF ISSUE (FOR ID DOCUMENT)	
NATIONALITY	DATE OF BIRTH	MSE ACCOUNT NUMBER
LEI (if Target Shareholder is not an individual)		
EMAIL ADDRESS	MOBILE NUMBER	

A.2 – ADDITIONAL (JOINT) SHAREHOLDERS

NAME AND SURNAME		I.D. CARD / PASSPORT NO.	
DOCUMENT TYPE	COUNTRY OF ISSUE	DATE OF BIRTH	NATIONALITY

B – DECISION MAKER / MINOR’S GUARDIANS / USUFRUCTUARIES

NAME AND SURNAME		I.D. CARD / PASSPORT NO.	
DOCUMENT TYPE	COUNTRY OF ISSUE	DATE OF BIRTH	NATIONALITY
NAME AND SURNAME		I.D. CARD / PASSPORT NO.	
DOCUMENT TYPE	COUNTRY OF ISSUE	DATE OF BIRTH	NATIONALITY

C. ACCEPTANCE OF OFFER

I/ We hereby accept the Offer for the following amount of Target Shares:

Number of Target Shares <i>(in figures)</i>	Number of Target Shares <i>(in words)</i>
--	--

D. CONSIDERATION AND BANK DETAILS

I/ We hereby accept to receive the Offer Consideration as a credit to my/our Bank account below:

BANK NAME	SWIFT CODE
IBAN No.	

No transfers will be effected to third parties. The bank account name must match the name of the Target Shareholder/s.
Consideration will be transferred in Euro (€). If the account provided is not a Euro (€) denominated account, the Offer Consideration will be exchanged to the destination accounts’ reference currency by the bank.

E. DECLARATION OF TARGET SHAREHOLDER/S

I/We the undersigned Target Shareholder/s of Tigné Mall plc, having read and fully understood the notes for completing this Acceptance Form and all the Terms and Conditions set forth in the Offer Document dated 13 September 2024 for an Offer by the Offeror in respect of all the Target Shares in Tigné Mall plc, hereby confirm my/our Acceptance of the Offer as set out in this form. I/We confirm that my/our Acceptance is being made solely on the basis of the Offer Document dated 13 September 2024 and that I/we am/are duly authorised as necessary to submit this Acceptance Form.

I/We hereby authorise for the details above to be used so as to enable the reporting of all necessary transaction and personal information provided in this Acceptance Form in compliance with Article 26 of MiFIR (Markets in Financial Instruments Regulation) to the Malta Financial Services Authority as competent authority (“**Transaction Reporting**”). Furthermore, I/we understand and acknowledge that the Offeror may require additional information for Transaction Reporting purposes and agree that such information will be provided.

DATE	SIGNATURE
JOINT HOLDER SIGNATURE	USUFRUCTUARY SIGNATURE

(Both parents and/or legal guardian/s are/is to sign if the Target Shareholder is a minor. All parties are to sign in the case of Joint Target Shareholders. Both the bare owner/s and the usufructuary/ies are to sign where the Target Shares are subject to usufruct)

Where the Target Shareholder is holding the Target Shares on behalf of its clients (under nominee), kindly indicate whether this Acceptance Form is being submitted on behalf of:	
<input type="checkbox"/> One underlying client	<input type="checkbox"/> More than one underlying client (INTC)
Authorised Intermediary Stamp	Date Received

IMPORTANT NOTES FOR COMPLETING THIS ACCEPTANCE FORM

This Acceptance Form should be read in conjunction with the Offer Document. The Offer Document and the terms and conditions set out therein are deemed to be incorporated in, and form part of, this Acceptance Form and should be read carefully by each Target Shareholder. Any terms capitalised in this Acceptance Form shall have the same meaning ascribed thereto in the Offer Document.

The Offeror strongly recommends that Target Shareholders seek appropriate investment, financial, tax and/or legal advice from duly qualified, and where applicable, licensed or authorised, professionals and/or firms in connection with the Offer, the Offer Document and before completing this Acceptance Form.

- a. This Acceptance Form must be duly completed in its entirety (including the contact details) and signed by Target Shareholders wishing to accept the Offer made by the Offeror pursuant and subject to the terms and conditions set out in the Offer Document. Any third party with registered pledges, encumbrances or other third-party rights must sign the Acceptance Form and thereby waive their rights in the Target Shares sold pursuant to the Offer and approve the transfer of the Target Shares to the Offeror free and clear of any such pledges, encumbrances and any other third-party rights.
- b. This Acceptance Form should be completed in BLOCK CHARACTERS.
- c. In case of joint Target Shareholders, the Acceptance Form must be signed by each such Target Shareholder.
- d. Where the Target Shareholder is a legal person, a valid unexpired Legal Entity Identifier (“LEI”) needs to be inserted in Panel A. Failure to include a valid **LEI** code, may result in the Acceptance being cancelled by the Offeror. The Acceptance Form must be signed by the person/s authorised to sign and bind such Target Shareholder.
- e. Where the Target Shareholder is a minor, both parents or legal guardian/s should sign the Acceptance Form and the

Acceptance Form shall be accompanied by a certified true copy of a Civil Court (Voluntary Jurisdiction Section) decree, obtained from the Court's registry, authorising such sale in terms of article 136(4) of the Civil Code together with a certified copy of the birth certificate of the minor or evidence of legal guardianship, as the case may be.

- f. If the name appearing on the Register is that of a deceased Target Shareholder or if a Target Shareholder passes away prior to having delivered the Acceptance Form to the Authorised Intermediary, the lawful successors in title of the deceased Target Shareholder must contact the CSD, producing adequate documentary proof, as requested by and to the satisfaction of the CSD, evidencing their status as lawful successors of the deceased Target Shareholder for the release of the Target Shares held by the deceased Target Shareholder in favour of the lawful successors in title. Upon receipt of the Target Shares in their own MSE account, the lawful successors in title may then submit an Acceptance Form in their own name provided that such Acceptance Form is lodged with an Authorised Intermediary prior to the Closing Date.
- g. Where Target Shares are held subject to usufruct, the Acceptance Form must be signed by both the bare owner/s and usufructuary/ies. The Authorised Intermediary and/or the Registrar and/or the Offeror reserve the right to request additional supporting documentation, as well as being accompanied by proof of such an arrangement, such as a form of power of attorney in original or certified copy form.
- h. It shall not be incumbent on the Authorised Intermediary and/or Registrar and/or the Offeror to verify the signatory/ies to the Acceptance Form, although they each reserve the right to do so.
- i. By signing this Acceptance Form, the Target Shareholder/s will be deemed to have declared and agreed that: settlement will be made by transfer to the designated bank account specified by the Target Shareholder/s in the completed Acceptance Form. Settlement into a non-Euro (€) denominated bank account will be subject to the banks' prevailing foreign exchange rate at the date of settlement as applicable. In the event that the bank details provided are incorrect, the Registrar may issue a Euro (€) cheque drawn on a local bank to settle the cash consideration, and the cheque will be mailed to the Target Shareholder at the address shown on the Acceptance Form.
- j. Target Shareholders are entitled to accept the Offer from 08:30 hours (CET) on 16 September 2024 until 12:00 hours (CET) on 7 October 2024. Any Acceptance Forms received by the Collecting Agent after expiry of the Acceptance Period may be rejected. The Offeror, the Authorised Intermediary and the Collecting Agent reserve the right to refuse any Acceptance Form which has not been properly completed or which is otherwise in breach of the terms and conditions of this Acceptance Form and/or the Offer Document.
- k. If the name appearing on the Register is that of a Target Shareholder that is holding the Target Shares on behalf of its clients (under nominee), by submitting an Acceptance Form, the Target Shareholder acknowledges, accepts and agrees that it shall assume full responsibility for the preparation and submission of the transaction reports with the details of its underlying clients, in terms of the transaction reporting requirements under Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (MiFIR) ("**Transaction Reporting**"). The Offeror and the Registrar shall, to the extent that such information is reasonably available to them, make available to the Target Shareholder any necessary information required by the latter for the purposes of the said Transaction Reporting by the Target Shareholder. In addition, Target Shareholders that are acting as nominees on behalf of clients shall also be required to indicate, on the Acceptance Form, whether the Acceptance Form is being submitted on behalf of only one or more than one underlying client/s.
- l. Duly completed and signed Acceptance Forms are to be delivered in original to the Authorised Intermediary as specified in the Offer Document at the address indicated in Annex 3 of the Offer Document.

Acceptances by post are at the risk of the Target Shareholder/s and the Offeror and the Registrar disclaim all responsibility for any such Acceptances received after expiry of the Acceptance Period.

ANNEX 2 - INDEPENDENT EXPERT'S REPORT

The Directors
Marsamxett Properties Ltd.
Nineteen Twenty-Three, Valletta Road,
Marsa,
MRS 3000,
Malta

Grant Thornton
Fort Business Centre
Triq L-Intornjatur, Zone 1,
Central Business District
Birkirkara CBD1050
Malta

T +356 20931000
www.granthornton.com.mt

10 September 2024

Independent expert report in connection with the voluntary public takeover offer by Marsamxett Properties Ltd in respect of all the Ordinary Shares in issue by Tigné Mall p.l.c. ('Tigné Mall')

Introduction

This report is being prepared in accordance with the terms of our agreement with Marsamxett Properties Ltd ('Marsamxett Properties' or the 'Offeror'), dated 22 August 2024.

Marsamxett Properties is in the process of submitting an offer for the acquisition of the remaining issued share capital of Tigné Mall. As at the date of the report, Marsamxett Properties holds 28,021,481 ordinary shares in Tigné Mall, equivalent to 49.68% of total shares in issue. In connection with the offer, Marsamxett Properties has prepared a document setting out the terms of the proposed transaction (the 'Offer Document').

- Marsamxett Properties is offering all of Tigné Mall's shareholders (the 'Target Shareholders') €1.04 per share (the 'Offer'), equivalent to a maximum consideration of €29,513,660 in cash.

Responsibilities of the directors of the Offeror

The directors of Marsamxett Properties are responsible for preparing the Offer Document and all the assertions included therein, including the Offeror's Assertion in Section 7.5 of the Offer Document wherein it is stated that the Offeror has sufficient financial resources to meet the consideration in cash. They are, therefore, responsible to ensure that there are sufficient financial resources for Marsamxett Properties to settle the consideration in cash, as this becomes due for settlement.

Moreover, the directors of Marsamxett Properties (the 'Directors') declare that they did not personally deal in securities of Tigné Mall in the last six months, nor have they or the Offeror made any commitments to Tigné Mall prior to making the Offer.

Our responsibilities

The Capital Markets Rule 11.23 requires that a report be drawn up by an independent expert on the consideration offered in the event of a takeover offer being made that is regulated by Chapter 11 of the Capital Market Rules. The rules require the Offeror to appoint an independent expert to draw up a report considering whether the Offer is fair and reasonable.

It is also our responsibility to include information on the individual Directors' shareholdings in both the Tigné Mall and the Offeror and whether any dealings in securities have taken place by Directors, the Offeror, or persons acting in concert with the Offeror during the six months preceding the Offer, and how this may have affected or influenced the consideration offered.

As per Capital Markets Rule 11.24, we must also confirm that the Offeror has sufficient resources to meet the consideration to be provided on full acceptance of the Offer and to pay any debts incurred in connection with the Offer.

Our report does not represent a recommendation to accept or refuse the Offer and it does not contain any assessment of the consequences that could arise from accepting or refusing the Offer.

The assessment made and information contained in this report is based on the information available at the time of our work and can be subject to changes. In rendering this assessment, we did not perform an audit, or a due diligence of the parties concerned, nor we sought to verify the information provided by the contributors or the sources which however we consider generally reliable.

Basis of opinion

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants issued by the International Ethics Standards Board for Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The procedures we performed for the purpose of this engagement were based on our professional judgement and were limited to the following:

- Reviewing the latest publicly available audited financial statements of Tigné Mall for the financial year ended 31 December 2023, and the latest publicly available interim financial statements for the six-month period ended 30 June 2024.
- Reviewing the publicly available information in respect of the market transactions relating to Tigné Mall shares listed on the Malta Stock Exchange.
- Evaluating information on comparable company analysis by benchmarking financial and market metrics of public companies (trading on international stock markets) operating in the same industry.
- Assessing the sources of finance that the directors of Marsamxett Properties are planning to utilize in order to settle the potential maximum cash consideration as it falls due.

Guidance Note 2 to Chapter 11 of the Capital Markets Rules (the 'Guidance Note') state that generally, a takeover offer would be considered 'fair' and 'reasonable' if the expert's evaluation determines that the consideration offered is equal or greater than the value of the securities being acquired. To make a holistic analysis of the consideration being offered, the concepts of being 'fair' and 'reasonable' should be analysed as two distinct criteria.

The Guidance Note clearly stipulates what the report of the independent expert should cover when determining whether an offer is fair. The Guidance Note states that an offer is considered as fair when the consideration offered is equal or greater than the market value of the securities being acquired.

We consider the Offer of €1.04 to be fair as it exceeds the current market value of €0.95 per share, representing the last traded price of Tigné Mall as per the Malta Stock Exchange, as at date of this report. The Offer also exceeds the highest traded price of €1.00 per share of Tigné Mall traded on the Malta Stock Exchange in the last six months.

The Guidance Note states that the expert should consider whether the offer is reasonable and that consideration should be given to matters other than the market valuation of the securities that are the subject of the offer.

The Offer is below Tigné Mall's book value per share of €1.12 (as per interim financial statements ended 30 June 2024), which needs to be adjusted for a €0.01445 per share pursuant to the interim dividends proposed in the same set of accounts. It is important to note that the book value includes the value of Tigné Mall's property, the land and buildings comprising The Point Shopping Mall. This property was last revalued by independent professional valuers on 31 December 2021, however, the Directors of Tigné Mall reviewed the carrying value of the property as at 31 December 2023 and on the basis of management's assumptions no adjustments were deemed necessary.

To provide a comprehensive analysis, we conducted a comparative study involving similar companies operating internationally within the industry of commercial real estate (the 'comparative set'). Our findings indicate that most of these companies are currently trading below their book value. The analysis revealed that the Offer is consistent with the current market conditions of the commercial real estate sector.

Furthermore, we compared the price implied in the Offer to the dividends historically paid out by Tigné Mall and compared this ratio to that of the comparative set and found it to be much higher than that offered by any other listed security.

We have complimented this analysis by referring to a number of other widely recognized ratios which have confirmed our opinion that the Offer is reasonable.

Dealings in an Offeree Company's securities

In the past six months, the Offeror acquired shares in Tigné Mall, increasing from 18,787,652 shares representing a 33.31% stake as at 31 December 2023 to 28,021,481 shares representing a 49.68% stake as at date of this report. It is important to note that Annabel Hili, a director in Marsamxett Properties, holds an indirect shareholding in Tigné Mall through her stake in the parent company and the ultimate beneficial owner of Marsamxett. However, she does not have a direct holding in nor has she been involved in direct dealings in Tigné Mall. **In our opinion, this does not have any effect on the consideration being offered.**

Conclusion

Having made the above considerations, we consider the Offer to be fair and reasonable. After assessing the documentation provided by the Directors on the sources of finance that they are planning to utilise in order to settle the potential maximum cash consideration as it falls due, we confirm that the Offeror has sufficient resources to meet the consideration to be paid should the Offer be accepted in full.

Yours faithfully,



George Vella
Partner

ANNEX 3 – LIST OF AUTHORISED INTERMEDIARIES

AUTHORISED INTERMEDIARIES

Name	Address	Telephone
APS Bank plc	APS Centre, Tower Road, Birkirkara, BKR 4012	21 226 644
Bank of Valletta plc	Premium Banking Centre, 475 Triq il-Kbira San Guzepp, St Venera SVR 1011	22 751 732
Calamatta Cuschieri Investment Services Ltd	Ewropa Business Centre, Triq Dun Karm, Birkirkara	25 688 688
CiliaFormosa Financial Advisors Ltd	Triq id-Delu, Mosta MST 3355	22 260 200
Curmi & Partners Ltd	Finance House' Princess Elizabeth Street Ta' Xbiex XBX 1102	21 347 331
Finco Treasury Management Ltd	The Bastions Emvin Cremona Street Floriana	21 220 002
Hogg Capital Investments Ltd	NuBis Centre, Mosta Road, Lija LJA 9012	21 322 872
Jesmond Mizzi Financial Advisors Ltd	67, Level 3, South Street, Valletta VLT 1105	21 224 410
Lombard Bank Malta plc	67, Republic Street, Valletta VLT 1117	25 581 112
MeDirect Bank (Malta) plc	The Centre, Tigne' Point, Sliema TPO 0001	25 574 400
Michael Grech Financial Investment Services Ltd	The Brokerage, St. Marta Street, Victoria Gozo	22 587 000
MZ Investment Services Ltd	63, MZ House, St. Rita Street, Rabat RBT 1523	21 453 739
Rizzo Farrugia & Co (Stockbrokers) Ltd	Airways House, Fourth Floor, High Street, Sliema SLM 1551	22 583 000
Timberland Invest Ltd	CF Business Centre, Gort Street, St Julians SJT 9023	20 908 100