

SUMMARY NOTE

This Summary Note is issued in accordance with the provisions of Article 90 of the Companies Act (Chapter 386 of the laws of Malta) and of Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, as amended by Commission Delegated Regulation (EU) No. 486/2012 of 30 March 2012, Commission Delegated Regulation (EU) No. 862/2012 of 4 June 2012, Commission Delegated Regulation (EU) No. 759/2013 of 30 April 2013 and Commission Delegated Regulation (EU) No. 382/2014 of 7 March 2014.

Dated 18 September 2015

In respect of an issue of €11,000,000 6% Unsecured Notes 2020
of a nominal value of €1,000 per Note issued at par by



MEDITERRANEAN INVESTMENTS HOLDING P.L.C.
A PUBLIC LIMITED LIABILITY COMPANY REGISTERED IN MALTA
WITH COMPANY REGISTRATION NUMBER C-37513

THE NOTES OFFERED ARE BEING ISSUED AND OFFERED THROUGH AN OFFER TO THE PUBLIC IN MALTA BY THE ISSUER. THE MINIMUM AMOUNT PER SUBSCRIPTION SHALL BE €50,000. NO APPLICATION HAS BEEN MADE, NOR IS IT INTENDED THAT AN APPLICATION BE MADE, FOR THE SECURITIES ISSUED HEREBY TO BE ADMITTED ON A REGULATED MARKET OR OTHER TRADING PLATFORM.

THE MALTA FINANCIAL SERVICES AUTHORITY AND THE REGISTRAR OF COMPANIES ACCEPT NO RESPONSIBILITY FOR THE CONTENTS OF THE PROSPECTUS, MAKE NO REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THE PROSPECTUS, INCLUDING ANY LOSSES INCURRED BY INVESTING IN THESE SECURITIES.

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

APPROVED BY THE DIRECTORS

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Joseph Fenech

A handwritten signature in black ink, appearing to read 'Joseph Fenech'.

Joseph Fenech on behalf of:
Alfred Pisani, Samuel D. Sidiqi, Joseph Pisani,
Faisal J.S. Alessa, Mario P. Galea and Khadija Oubala

Legal Counsel



Nominee and Placement Agent





IMPORTANT INFORMATION

THIS SUMMARY NOTE CONSTITUTES PART OF A PROSPECTUS AND CONTAINS INFORMATION ON MEDITERRANEAN INVESTMENTS HOLDING P.L.C., ITS SUBSIDIARIES, AFFILIATES AND THE BUSINESS OF THE GROUP, AND INCLUDES INFORMATION GIVEN IN COMPLIANCE WITH: THE COMPANIES ACT, 1995 (CHAPTER 386 OF THE LAWS OF MALTA) AND OF COMMISSION REGULATION (EC) NO. 809/2004 OF 29 APRIL 2004 IMPLEMENTING DIRECTIVE 2003/71/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL AS REGARDS INFORMATION CONTAINED IN PROSPECTUSES AS WELL AS THE FORMAT, INCORPORATION BY REFERENCE AND PUBLICATION OF SUCH PROSPECTUSES AND DISSEMINATION OF ADVERTISEMENTS, AS AMENDED BY COMMISSION DELEGATED REGULATION (EU) NO. 486/2012 OF 30 MARCH 2012, COMMISSION DELEGATED REGULATION (EU) NO. 862/2012 OF 4 JUNE 2012, COMMISSION DELEGATED REGULATION (EU) NO. 759/2013 OF 30 APRIL 2013 AND COMMISSION DELEGATED REGULATION (EU) NO. 382/2014 OF 7 MARCH 2014.

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

THE MALTA FINANCIAL SERVICES AUTHORITY AND THE REGISTRAR OF COMPANIES ACCEPT NO RESPONSIBILITY FOR AND MAKE NO REPRESENTATIONS AS TO THE CONTENTS, ACCURACY OR COMPLETENESS OF THE PROSPECTUS AND EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THE PROSPECTUS.

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

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

IT IS THE RESPONSIBILITY OF ANY PERSONS IN POSSESSION OF THIS DOCUMENT AND ANY PERSONS WISHING TO APPLY FOR ANY SECURITIES ISSUED BY THE ISSUER TO INFORM THEMSELVES OF, AND TO OBSERVE AND COMPLY WITH, ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION. PROSPECTIVE INVESTORS FOR ANY SECURITIES THAT MAY BE ISSUED BY THE ISSUER SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS OF SO APPLYING AND OF ANY APPLICABLE EXCHANGE CONTROL REQUIREMENTS AND TAXATION IN THE COUNTRIES OF THEIR NATIONALITY, RESIDENCE OR DOMICILE.

SAVE FOR THE PUBLIC OFFERING IN THE REPUBLIC OF MALTA, NO ACTION HAS BEEN OR WILL BE TAKEN BY THE ISSUER THAT WOULD PERMIT A PUBLIC OFFERING OF THE NOTES OR THE DISTRIBUTION OF THE PROSPECTUS (OR ANY PART THEREOF) OR ANY OFFERING MATERIAL IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED.

IN RELATION TO EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (OTHER THAN MALTA) WHICH HAS IMPLEMENTED THE DIRECTIVE 2003/71/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 4 NOVEMBER 2003 ON THE PROSPECTUS TO BE PUBLISHED WHEN SECURITIES ARE OFFERED TO THE PUBLIC OR ADMITTED TO TRADING (THE "PROSPECTUS DIRECTIVE") OR WHICH, PENDING SUCH IMPLEMENTATION, APPLIES ARTICLE 3.2 OF THE PROSPECTUS DIRECTIVE, THE NOTES CAN ONLY BE OFFERED TO "QUALIFIED INVESTORS" (AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS WELL AS IN ANY OTHER CIRCUMSTANCES WHICH DO NOT REQUIRE THE PUBLICATION BY THE ISSUER OF A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE.

A COPY OF THE PROSPECTUS HAS BEEN SUBMITTED TO AND APPROVED BY THE MALTA FINANCIAL SERVICES AUTHORITY ACTING THROUGH THE REGISTRAR OF COMPANIES IN MALTA, AND HAS BEEN DULY FILED WITH THE REGISTRAR OF COMPANIES IN ACCORDANCE WITH THE COMPANIES ACT.



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

THE VALUE OF INVESTMENTS CAN GO UP OR DOWN AND PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER ALL THE INFORMATION CONTAINED IN THE PROSPECTUS AS A WHOLE AND SHOULD CONSULT THEIR OWN INDEPENDENT FINANCIAL AND OTHER PROFESSIONAL ADVISORS.

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

ALL THE ADVISORS TO THE ISSUER HAVE ACTED AND ARE ACTING EXCLUSIVELY FOR THE ISSUER IN RELATION TO THIS OFFER AND HAVE NO CONTRACTUAL, FIDUCIARY OR OTHER OBLIGATION TOWARDS ANY OTHER PERSON AND WILL, ACCORDINGLY, NOT BE RESPONSIBLE TO ANY INVESTOR OR ANY OTHER PERSON WHOMSOEVER IN RELATION TO THE TRANSACTIONS PROPOSED IN THE PROSPECTUS.

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

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

This Summary Note is prepared in accordance with the requirements of the Regulation (as defined immediately below).

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7) in the relative disclosure requirement checklist. This Summary Note contains all the Elements required to be included in a summary in connection with the securities being issued pursuant to the Prospectus and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities being issued pursuant to the Prospectus and the Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in this Summary Note with the mention of 'not applicable'.

In this Summary Note 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:

“Act” or “Companies Act” the Companies Act, 1995 (Chapter 386 of the laws of Malta);

“AHCT” Alinmaa Holding Company for Tourism & Real Estate Investments, a company registered under the laws of Libya and having its registered office at Al-Hamamat St., Al Madina Alsiahya, Tripoli, Libya;

“AUCC” Arab Union Contracting Company, a company registered under the laws of Libya and having its registered office at Level 21, General Department, Tripoli Tower, Tower 1, Tripoli, Libya;

“Business Day” any day between Monday and Friday (both days included) on which commercial banks in Malta settle payments and are open for normal banking business;

“CHI” CHI Limited, a company registered under the laws of Malta with company registration number C-26086 and having its registered office at 1, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;

“Corinthia Finance” Corinthia Finance p.l.c., a company registered under the laws of Malta with company registration number C-25104 and having its registered office at 22, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;

“Corinthia Group” CPHCL (as defined below) and the companies in which CPHCL has a controlling interest;

“CPHCL” Corinthia Palace Hotel Company Limited, a company registered under the laws of Malta with company registration number C-257 and having its registered office at 22, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;

“Directors” or “Board” The board of directors of the Issuer is composed of: Alfred Pisani, Samuel D. Sidiqi, Joseph Pisani, Faisal J.S. Alessa, Joseph Fenech, Mario P. Galea and Khadija Oubala;



“EDREICO”	Economic Development and Real Estate Investment Company, a company registered under the laws of Libya and having its registered office at 49, 4th Floor, Burj Al Fatah Tower, PO BOX 93142, Tripoli, Libya;
“Euro” or “€”	the lawful currency of the Republic of Malta;
“Fiduciary Asset”	the rights attaching to and emanating from the Global Note and the Nominee and Placement Agreement including the right of payment of principal and interest under the Global Note;
“Global Note”	the Global Note issued by the Issuer in favour of the Nominee and Placement Agent representing the amount due by the Issuer to the Nominee and Placement Agent and creating, acknowledging and representing the indebtedness of the Issuer to the Nominee and Placement Agent under the terms and conditions set out in the form of Annex A1 to the Securities Note;
“Global Noteholder”	the holder of the Global Note;
“Group”	the Issuer (parent company), PCL and PWL (subsidiary companies), and MTJSC (associate company);
“IHI”	International Hotel Investments p.l.c., a company registered under the laws of Malta with company registration number C-26136 and having its registered office at 22, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;
“Interest Payment Date”	3 October of each year between and including each of the years 2016 and the year 2020, provided that if any such day is not a Business Day such Interest Payment Date will be carried over to the next following day that is a Business Day;
“Issue Price”	the price of €100 per Participation Note;
“Issuer” or “MIH”	Mediterranean Investments Holding p.l.c., a company registered under the laws of Malta with company registration number C-37513 and having its registered office at 22, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;
“LFICO”	Libyan Foreign Investment Company, a company registered under the laws of Libya with company registration number 9481 and having its registered office at Ghadem Aljabel, Gharian, P.O. Box 4538 Tripoli, Libya;
“LPTACC”	Libya Projects General Trading And Contracting Company, a company registered under the laws of Kuwait with company registration number 119633 and having its registered office at Office 16/Mezzanine, Block 12, Al Asfour International Company, Al Manqaf, Kuwait;
“Medina Tower”	the proposed Medina Tower project in Tripoli, Libya;
“MTJSC”	Medina Tower Joint Stock Company for Real Estate and Development, a joint stock investment company registered under the commercial laws of Libya in accordance with Law No. 5 (1997) as amended by Law No. 7 (2004) and Law No. 9 (2010), having its registered office at Tripoli Tower, Suite 107, Tower 2, Level 10, Tripoli, Libya, and bearing privatisation and investment board number 343;
“Nominee and Placement Agent”	Charts Investment Management Service Limited, a private limited liability company duly registered and validly existing under the laws of Malta with company registration number C7944 and with its registered office at Valletta Waterfront, Vault 17, Pinto Wharf, Floriana, Malta, FRN 1913;
“Nominee and Placement Agent Agreement”	the agreement entered into by and between the Issuer and the Nominee and Placement Agent dated 18 September 2015;
“NREC”	National Real Estate Company KSCP, a company registered under the laws of Kuwait with company registration number 19628 and having its registered office at P.O. Box 64585, Shuwaikh, B 70456, Kuwait;
“Offer”	the offer for participation in the Global Note through the issuance of Participation Notes;
“Offer Amount”	€11,000,000;
“Palm City Residences”	the Palm City Residences, a property operated by PCL (as defined below) and situated in Janzour, Libya;
“Participation Note”	a transferable note of a nominal value of €1,000 issued by the Nominee and Placement Agent to a Registered Investor acknowledging the interest of the person named therein in the Global Note, and evidencing an entry in the Register of Investors;
“Participation Noteholder”	a holder of a Participation Note;
“PCL”	Palm City Ltd, a company registered under the laws of Malta with company registration number C-34113 and having its registered office at 22, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;
“PWL”	Palm Waterfront Ltd, a company registered under the laws of Malta with company registration number C-57155 and having its registered office at 22, Europa Centre, John Lopez Street, Floriana FRN 1400, Malta;
“Prospectus”	collectively this Summary Note, the Registration Document and the Securities Note, all dated 18 September 2015, as such documents may be amended, updated, replaced and supplemented from time to time;
“Prospectus Directive”	Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, as may be amended from time to time;
“Redemption Date”	3 October 2020;
“Redemption Value”	the nominal value of each Note (€1,000 per Note);
“Register of Investors”	the Register to be maintained by the Nominee and Placement Agent identifying the Investors from time to time;
“Register of Global Noteholders”	the Register maintained by the Issuer identifying the holder of the Global Note;



“Registered Investor”	a person participating in the Global Note and whose interest and benefit therein is recognised by the Nominee and Placement Agent by means of an entry in the Register of Investors;
“Registration Document”	the registration document issued by the Issuer dated 18 September 2015, forming part of the Prospectus;
“Regulation”	Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in a prospectus and dissemination of advertisements, as amended by: Commission Delegated Regulation (EU) No. 486/2012 of 30 March 2012 amending Regulation (EC) No. 809/2004 as regards the format and the content of the prospectus, the base prospectus, the summary and the final terms and as regards the disclosure requirements; Commission Delegated Regulation (EU) No. 862/2012 of 4 June 2012 amending Regulation (EC) No. 809/2004 as regards information on the consent to use of the prospectus, information on underlying indexes and the requirement for a report prepared by independent accountants or auditors; Commission Delegated Regulation (EU) No. 759/2013 of 30 April 2013 amending Regulation (EC) No. 809/2004 as regards the disclosure requirements for convertible and exchangeable debt securities; and Commission Delegated Regulation (EU) No. 382/2014 of 7 March 2014 supplementing Directive 2003/71/EC of the European Parliament and of the Council with regard to regulatory technical standards for publication of supplements to the prospectus (Text with EEA relevance);
“Securities Note”	the securities note issued by the Issuer dated 18 September 2015, forming part of the Prospectus;
“Subscription Agreement”	the agreement to subscribe for the Participation Notes;
“Subscription Period”	means the period between 08.30 hours and 14.00 hours on 2 October 2015, during which the Participation Notes representing the Global Note are to be issued, PROVIDED THAT the Subscription Period may be extended by the Nominee and Placement Agent by giving written notice thereof to the Issuer by not later than ten (10) days from 18 September 2015;
“Summary Note”	this summary note in its entirety issued by the Issuer dated 25 September 2015, forming part of the Prospectus;
“Terms and Conditions”	the terms and conditions relating to the Global Note and the Participation Notes as contained in the Prospectus, a summary of which is contained in section E.3 of this Summary Note.

1 SECTION A INTRODUCTION AND WARNINGS

A.1 Prospective investors are hereby warned that:

- i. This Summary Note is being provided to convey the essential characteristics and risks associated with the Issuer and the securities being offered pursuant to the Prospectus. This part is merely a summary and, therefore, should only be read as an introduction to the Prospectus. It is not and does not purport to be exhaustive and investors are warned that they should not rely on the information contained in this Summary Note alone in making a decision as to whether to invest in the securities described in this document. Any decision to invest in the Participation Notes should be based on consideration of the Prospectus as a whole by the investor;
- ii. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of Malta, have to bear the costs of translating the Prospectus before legal proceedings are initiated; and
- iii. Civil liability attaches only to those persons who have tabled this Summary Note, including any translation thereof, and who applied for its notification, but only if this Summary Note, when read together with the other parts of the Prospectus, is misleading, inaccurate or inconsistent, or does not provide key information in order to aid investors when considering whether to invest in such securities.

A.2 Consent required in connection with the use of the Prospectus by the Nominee and Placement Agent:

Prospective investors are hereby informed that:

The Issuer has given its express written consent to the Nominee and Placement Agent for the use of the Prospectus by the same Nominee and Placement Agent for the purpose of final placement and/or subsequent resale of the Participation Notes. The Issuer accepts full responsibility for the content of the Prospectus also with respect to any subsequent resale or final placement of the Participation Notes by the Nominee and Placement Agent.

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

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

The Nominee and Placement Agent is the only financial intermediary that is permitted to use the Prospectus for the purpose of final placement of the Participation Notes.

In the event of a resale, placement or other offering of Participation Notes by the Nominee and Placement Agent, the Nominee and Placement Agent shall be responsible to provide information to investors on the terms and conditions of the resale, placement or other offering at the time such is made.



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

2 SECTION B ISSUER

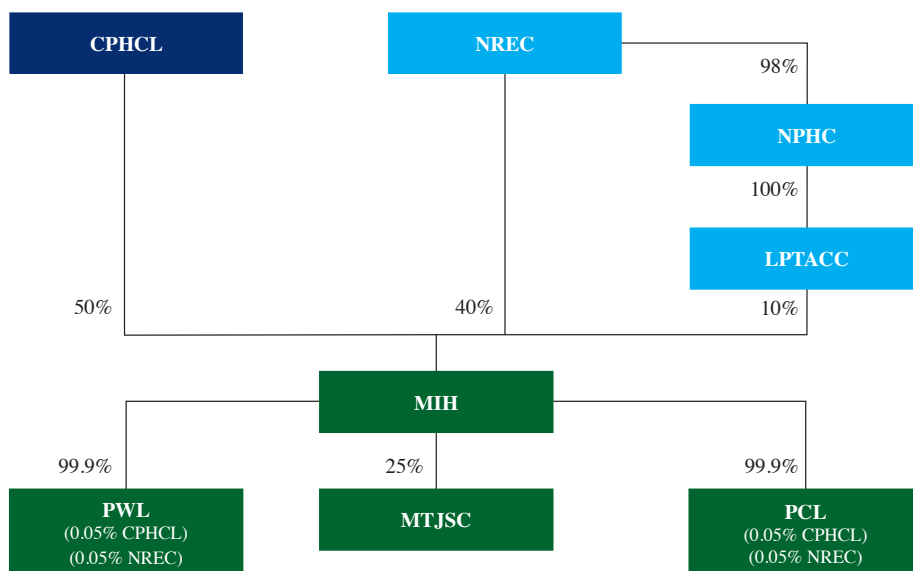
- B.1** The legal and commercial name of the Issuer is Mediterranean Investments Holding p.l.c. (registration number C-37513).
- B.2** The Issuer was registered in Malta in terms of the Act on 12 December 2005 as a private limited liability company and was subsequently converted into a public limited liability company on 6 November 2007. The Issuer is domiciled in Malta.
- B.4b** The principal object of the Issuer, which objects are limited to activities outside Malta and to such other activities as are or may be necessary for its operations from Malta, is to directly or indirectly acquire and develop real estate opportunities in North Africa, including, without limitation, opportunities with respect to retail outlets, shopping malls, office and commercial buildings, residential gated compounds, housing, hotels, build-operate-transfer (BOT) and other governmental projects and conference centres. The issue of bonds falls within the objects of the Issuer.

Palm City Residences has remained operational at all times throughout the political turmoil in Libya that started in 2011. Whilst the unrest in Libya had largely subsided by the end of the last quarter in 2011, the second half of 2014 saw various protests and episodes of violence, with security concerns and fragmented governance in many parts of the country. From the occupancy levels of 94% at Palm City Residences registered in 2013 and the first two quarters of 2014, occupancy reduced to 34.6% by June 2015. It is likely that the present situation of lower than usual occupational leases at Palm City Residences will persist throughout 2015 with increased levels of activity returning to Tripoli as from 2016 given the long-term view of numerous PCL tenants and the lack of expatriate accommodation having equivalent standards and security measures in place.

As to the Medina Tower development, the project designs are complete and all development approvals have been obtained from the relevant authorities. The joint venture company responsible for the project, MTJSC, has concluded a term sheet with a Libyan financial institution which would secure the debt funding for the said project on a debt to equity basis of 60:40. This project, the development of which is expected to be completed within *circa* 48 months from commencement of the works, is currently on hold given the political situation in Libya.

Palm Waterfront project, which is to be developed next to Palm City Residences, is on hold as at the date of the Prospectus. The development plans submitted to local authorities include 164-room 4-star hotel and a mix of residential units which, when complete, will either be leased or sold by PWL depending on market trends prevailing at the time.

- B.5** The Issuer is the parent company of the Group. The organisational structure of the Group is illustrated in the diagram below as at the date of the Prospectus:



- B.9** *Not Applicable*: the Registration Document does not contain any profit forecasts or estimates.
- B.10** *Not Applicable*: the Issuer’s audit report on the audited financial statements for the years ended 31 December 2012, 2013 and 2014 do not contain any material qualifications.
- B.12** The Issuer’s historical financial information for the three financial years ended 31 December 2012, 2013 and 2014 as audited by Grant Thornton is set out in the audited consolidated financial statements of the Issuer. Such audited consolidated financial statements are available at the Issuer’s registered offices. The unaudited consolidated financial statements of the Issuer for the six month period ended 30 June 2015 are also available at the registered office of the Issuer.



Since the downturn in business arising as a direct consequence of the civil unrest in Libya, as explained in sub-section 2(B4.b) of this Summary Note, there has been a material adverse change in the trading performance of the Issuer since the date of its last published audited consolidated financial statements relating to the year ended 31st December 2014.

Extracts of the historical audited financial information of the Issuer referred to above are set out below:

Mediterranean Investments Holding p.l.c.

Extract from the Statements of Comprehensive Income for the year ended 31 December

	2014	2013	2012
	€'000	€'000	€'000
Operating Profit (excluding fair value adjustments)	21,756	22,885	20,298
Profit / (Loss) before tax	(47,988)	16,383	68,158
Net Profit / (Loss) for the year	(28,092)	13,793	49,043

Mediterranean Investments Holding p.l.c.

Condensed Consolidated Statements of Financial Position as at 31 December

	2014	2013	2012
	€'000	€'000	€'000
Non-current assets	271,876	332,385	325,781
Current assets	18,937	18,522	20,529
Total assets	290,813	350,907	346,310
Shareholders' equity	138,048	166,140	152,393
Total liabilities	152,765	184,767	193,917
Total equity and liabilities	290,813	350,907	346,310

Mediterranean Investments Holding p.l.c.

Condensed Consolidated Cash Flow Statements as at 31 December

	2014	2013	2012
	€'000	€'000	€'000
Net cash from operating activities	20,761	22,426	22,033
Net cash used in investing activities	(437)	(9,942)	(15,888)
Net cash (used in)/from financing activities	(20,347)	(15,111)	(22,165)
Net (decrease)/increase in cash and cash equivalents	(23)	(2,627)	(16,020)
Cash and cash equivalents b/f	10,289	12,815	28,844
Cash and cash equivalents c/f before the effect of foreign exchange rate changes	10,267	10,188	12,824
Effect of foreign exchange rate changes	11	101	(9)
Cash and cash equivalents c/f	10,277	10,289	12,815

The following financial information is extracted for the above-mentioned unaudited consolidated financial statements for the six-month period ended 30 June 2015.

	2015	2014
	€'000	€'000
Revenue	7,942	16,348
Operating profit	5,468	12,167
Net finance costs	(4,753)	(4,120)
Profit after tax	678	7,329
Total assets	287,530	290,813
Total equity	138,725	138,048

B.13 The Issuer does not have sufficient working capital for its present requirements. In 2014, the Group reported a working capital deficiency of €27.6 million, as a result of the significant repayment of a long-term loan and the classification of the 7.5% bonds 2015, issued by the Issuer pursuant to a prospectus dated 15 July 2008, as a current liability, taken in previous years to finance the Palm City project. For the years 2015 and 2016 it is forecasted that the Group will have a working capital deficiency of €11 million and €46.9 million respectively, the latter shortfall resulting from the reclassification as a current liability of the 7.15% bonds 2015 – 2017 maturing on 23 July 2017, amounting as at the date of the Prospectus to an aggregate amount of just under €40 million, issued by the Issuer pursuant to a prospectus dated 14 June 2010.



In view of the Group's working capital deficiency set out above, apart from the recent issue of €20,000,000 5.5% unsecured bonds 2020 with ISIN code MT0000371279 issued by the Issuer pursuant to and in terms of a prospectus dated 1 July 2015 and the new issue of the Global Note, the Directors have been in formal discussions with PCL's lenders to renegotiate the payment terms of existing bank borrowings. The on-going discussions with these lenders aim to refinance the remaining balance of the bank loan over a longer period, thus reducing the capital repayments currently shown in the forecasts provided for the years 2015 to 2020. The Directors believe that they will be successful in their endeavours to achieve this objective. The Directors have also obtained written assurances from the shareholders of MIH that they will, after appropriate due diligence on the shortfall requirements, continue to financially support the company, proportionate to their shareholding, on an on-going basis, to enable it to meet its liabilities as and when they fall due. Accordingly, the Directors are confident that the Issuer will continue to have adequate levels of cash to sustain its operations and investments.

- B.14** The Issuer is the parent company of the Group and was set up in 2005. Its principal activities include the direct and/or indirect acquisition, development and operation of real estate projects in North Africa and the investment in any related trade or business venture. The business of the Group largely relates to the development and operation of the Palm City Residences, the construction, development and eventual operation of the Medina Tower and the development and eventual operation of the Palm Waterfront. Since its incorporation, MIH has issued seven bonds, five of which are currently listed and traded on the Malta Stock Exchange. As the holding company of the Group, MIH is ultimately dependent upon the operations and performance of its subsidiaries and other investments. MIH's key subsidiaries in this regard are PCL, which has been mandated by CPHCL through a BOT agreement to finalise the construction of Palm City Residences and operate the complex for a period of 65 years; and PWL, which in virtue of a BOT agreement entered into with CPHCL was given the right to construct, implement, manage and eventually operate the Palm Waterfront site adjoining Palm City Residences on the West, located in Shuhada Sidi Abuljalil, Janzour in Libya. Additionally, the Issuer holds a 25% equity participation in a joint venture company, MTSC, which was set up together with IHI and EDREICO (the latter now AHCT and AUCC) to construct the Medina Tower.
- B.15** As at the date of the Prospectus, the Issuer is a holding company having investments in the entities set out in element B.14 immediately above which operate the business of the Group. In terms of its Memorandum and Articles of Association, the main objects for which the Issuer is constituted, which are limited to activities outside Malta and to such other acts as are or may be necessary for its operations from Malta, are to directly or indirectly acquire and develop real estate opportunities in North Africa, including, without limitation, opportunities with respect to retail outlets, shopping malls, office and commercial buildings, residential gated compounds, housing, hotels, build-operate-transfer (BOT) and other governmental projects and conference centres.
- B.16** The Issuer's current authorised share capital is €100,000,000 divided into 50,000,000 ordinary 'A' shares of €1 each and 50,000,000 ordinary 'B' shares of €1 each. The issued share capital of the Issuer is €48,002,000 divided into 24,001,000 ordinary 'A' shares of €1 each and 24,001,000 ordinary 'B' shares of €1 each, fully paid up. CPHCL holds 24,001,000 ordinary 'A' shares of €1 each, NREC holds 19,200,800 ordinary 'B' shares of €1 each and LPTACC holds 4,800,200 ordinary 'B' shares of €1 each.
- B.17** Not Applicable: the Issuer has not sought the credit rating of an independent rating agency and there has been no assessment by any independent rating agency of the Global Note issued by the Issuer.

3 SECTION C SECURITIES

- C.1** The Global Note shall be issued to the Nominee and Placement Agent up to the Offer Amount and the Nominee and Placement Agent shall be entered in the Register of Global Noteholders as the holder of the Global Note. The Nominee and Placement Agent shall hold the Global Note as nominee of, and for the benefit of, the Registered Investors. Each Participation Note issued by the Nominee and Placement Agent to a Registered Investor acknowledging the interest of the person named therein in the Global Note and evidencing an entry in the Register of Investors will be in fully certificated and registered form, not to be issued in bearer form, and without coupons. The Participation Notes are in the form of transferable certificates.
- C.2** The Global Note and Participation Notes are denominated in Euro (€).
- C.5** The Participation Notes are freely transferable and once registered by the Nominee and Placement Agent may be transferred in whole for a minimum face value of €50,000 (fifty thousand euro) and multiples of €1,000 (one thousand euro) thereafter.
- C.8** Investors wishing to participate in the Global Note will be able to do so by duly executing a Subscription Agreement in relation to the Participation Notes. Execution of the Subscription Agreement will entitle such investor:
- to participate in the Global Note with respect to the rights and benefits under the Global Note in the proportion that the amount of that subscription constitutes in relation to the face value of the Global Note;
 - to have his/her name entered in the Register of Investors by the Nominee and Placement Agent as a participant in the Global Note;
 - to receive from the Nominee and Placement Agent an acknowledgement of his/her interest in the Global Note by the issue of a Participation Note;
 - to all such rights and benefits applicable to Participation Noteholders as set out in the Prospectus;
 - to all such applicable rights and benefits applicable to Participation Noteholders set out in the Nominee and Placement Agreement.

Upon execution of the Subscription Agreement, an investor will also be bound by, and be deemed to have notice of, all the provisions of the Nominee and Placement Agreement and the terms and conditions of the Global Note. The Participation Notes shall entitle the Participation Noteholders to rank *pari passu* according to the rights and interests held by each Participation Noteholder in the Fiduciary Asset in accordance with the terms of the Nominee and Placement Agreement.

The Global Note shall constitute the general, direct, unconditional and unsecured obligations of the Issuer and shall at all times rank *pari passu*, save for such exceptions as may be provided by applicable law, with all other outstanding and unsecured debt of the Issuer, present and future. As at the date of this Summary Note, the Issuer does not have any subordinated indebtedness.



The following sets out a summary of the Group's indebtedness which as at 30 June 2015 amounted to €102.2 million (€105.7 million at 31 December 2014), and includes bank loans, corporate bonds and other borrowings from related companies. The bank borrowings listed below are secured by privileges and hypothecs, and therefore the indebtedness being created by the Global Note and the Participation Notes, together with the other issued bonds, ranks after all these bank borrowings:

MIH Group Borrowings & bonds (€'000)	30 Jun'15 Actual	31 Dec'14 Actual	31 Dec'13 Actual	31 Dec'12 Actual
Bank Borrowings	28,695	33,475	40,944	48,961
Bonds	70,894	69,565	72,885	73,108
Shareholders' Loan	2,655	2,655	3,200	3,200
Total borrowings and bonds	102,244	105,695	117,029	125,269

C.9 Interest on amounts outstanding under the Global Note shall accrue at the rate of 6% (six per cent) per annum. Interest shall be payable annually in arrears on 3 October in each year between the years 2016 and 2020 (both years included). The first interest payment will be effected on 3 October 2016. Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day.

The gross yield, calculated on the basis of the Interest, the Issue Price and the Redemption Value of the Global Note at Redemption Date, is 6%.

The remaining component of Element C.9 is not applicable, given that no representative of debt security holders has been appointed.

C.10 *Not Applicable*: there is no derivative component in the interest payments on the Global Note.

C.11 No application has been made, nor is it intended that an application is made, for the Participation Notes to be admitted to listing on a regulated market or other trading platform.

4 SECTION D RISKS

Holding of a Participation Note involves certain risks. Prospective investors should carefully consider, with their own independent financial and other professional advisors, the following risk factors and other investment considerations, as well as all the other information contained in the Prospectus before making any investment decision with respect to the Issuer. Prospective investors are warned that by investing in the Participation Notes they may be exposing themselves to significant risks that may have the consequence of losing a substantial part or all of their investment.

The Prospectus contains statements that are, or may be deemed to be, "forward looking statements", which relate to matters that are not historical facts and which may involve projections of future circumstances. They appear in a number of places throughout the Prospectus and include statements regarding the intentions, beliefs or current expectations of the Issuer and/or its directors. These forward looking statements are subject to a number of risks, uncertainties and assumptions and important factors that could cause actual risks to differ materially from the expectations of the Issuer's directors. No assurance is given that the future results or expectations will be achieved.

Below is a summary of the principal risks associated with an investment in the Issuer and the Notes – there may be other risks which are not mentioned in this summary. Investors are, therefore, urged to consult their own financial or other professional advisors with respect to the suitability of investing in the Notes.

D.2 Essential information on the key risks specific to the Issuer, the Group and its business:

The Issuer was incorporated in 2005 and, through PCL, has primarily been involved in the development and operation of Palm City Residences. Until such time when the Medina Tower project and the Palm Waterfront project are fully developed and launched on the market, the Issuer will continue to be solely dependent on the business prospects and operating results of PCL.

The operations of PCL and its operating results are subject to a number of factors that could adversely affect the Group's business and financial condition, some of which are beyond the Group's control:

- i. All of the respective assets, business interests and activities of the Group are located in Libya. Accordingly, the Group is susceptible to the political and economic risks that may from time to time influence Libya's prospects. Negative political or economic factors and trends in or affecting Libya could have a material impact on the business of the Issuer. As the political, economic and social environment in Libya remains subject to continuing change, investment in this country is characterised by a significant degree of uncertainty and unpredictability. Any unexpected changes in the political, social, economic or other conditions in Libya may have an adverse effect on the operations and financial results of the Group and on any investments made by the Group, as occurred during 2011 when PCL's operations were adversely affected by the conflict and political turmoil in Libya, reporting decreases in occupancy levels and apartment rental rates for that year. The consequences may be profound and, accordingly, prospective investors should take into account the unpredictability associated therewith.
- ii. Emerging markets present economic and political conditions which differ from those of the more developed markets and could possibly present less social, political and economic stability, which could render investment in such markets more risky than investments in more developed markets. As an emerging market, the Libyan market is undergoing and may continue to undergo substantial political, economic and social reform, and the implications and consequences of reform may not be entirely clear at the outset. The consequences may be profound and, accordingly, prospective investors should take into account the unpredictability associated thereto.



- iii. The occupancy levels at the Palm City Residences, and progress achieved in the development of the Medina Tower and the Palm Waterfront, could be adversely impacted by the events set out above, all of which could have an adverse impact on the Group's operations and financial results. Businesses in emerging markets may not be operating in a market-oriented economy as known in more developed markets.
- iv. The Libyan legal and judicial system may be different from that which some investors may be more familiar with in certain civil and common law jurisdictions, and investors in Malta may consider such system as not providing, in various aspects, the level of comfort for investment which they are used to under the Maltese legal system or other civil and common law jurisdictions, and, accordingly, they may consider that the Issuer may face difficulties in enforcing its legal rights relating to its investments made in Libya.
- v. The main pillar of the Group's business consists of the acquisition, development and running of real estate projects in Libya. Property development projects are subject to a number of specific risks inherent in this field – the risk of cost overruns; the risk of insufficiency of resources to complete; the risk of sale or rental transactions not being effected at the prices and within the timeframe envisaged; higher interest costs; and the erosion of revenue generation. If these risks were to materialise, they would have an adverse impact on the Issuer's revenue generation, cash flows and financial performance. Furthermore, the Group is subject to various counter-party risks, such as contractors and subcontractors engaged in the demolition, excavation, construction and finishing of developments in which the Group may be involved, and prospective purchasers and/or lessors defaulting on their obligations with the Group. Such parties (which may include both third parties as well as related parties) may fail to perform or default on their obligations to the Group due to insolvency, lack of liquidity, market or economic downturns, operational failure or other reasons which are beyond the Group's control. If such risks, many of which are common to the real estate industry, were to materialise, they could have an adverse impact on the Group's revenue generation, cash flows and financial performance.
- vi. All industries, including the property development industry, are subject to legal claims, with and without merit. Defence and settlement costs can be substantial, even with respect to claims that have no merit. Due to the inherent uncertainty of the litigation and dispute resolution process, there can be no assurance that the resolution of any particular legal proceeding or dispute will not have a material adverse effect on the Issuer's future cash flow, results of operations or financial condition.
- vii. The Issuer and PCL both have a material amount of debt, and the amount of debt funding of the Issuer is expected to increase as and when the Issuer undertakes the Medina Tower and the Palm Waterfront projects, and other possible future development plans. A substantial portion of the Group's generated cash flows will be required to make principal and interest payments on the Group's debt. A substantial portion of the cash flow generated from PCL's operations is utilised to repay its debt obligations pursuant to the terms of the facilities provided. The financial covenants to which such facilities are subject give rise to a reduction in the amount of cash available for distribution to the Issuer which would otherwise be available for funding of the Issuer's working capital, capital expenditure, development costs and other general corporate costs, or for the distribution of dividends. The bank agreement regulating bank credit facilities, which PCL is party to, contains financial covenants which could limit PCL's ability to obtain future financing, make capital expenditure, withstand a future downturn in business or economic conditions generally, or otherwise inhibit the ability to conduct necessary corporate activities; and which, subject to applicable grace periods, could render the Issuer liable, in its capacity as joint and several guarantor for the purposes of the facility, for defaults by the parties to the facility. Any cross-default provisions contained in such facilities could have a material adverse effect on the financial position of the Issuer. Pursuant to the terms of issue of the said bank credit facilities, the land on which Palm City Residences has been constructed is subject to a land charge granting a right of preference and ranking to the lending banks in priority and preference to other creditors.

As to the Medina Tower and Palm Waterfront projects, MTJSC and PWL are and/or will be negotiating bank credit facilities for the construction of their respective projects. The agreements regulating the bank debt are likely to impose significant operating restrictions and financial covenants on MTJSC and PWL. These restrictions and covenants could limit the ability of each of the said companies and the Group to obtain future financing, make capital expenditure, withstand a future downturn in business or economic conditions generally or otherwise inhibit the ability to conduct necessary corporate activities. Furthermore, the sites on which the Medina Tower and Palm Waterfront are to be constructed may be subject to a land charge granting a right of preference and ranking to the lending banks in priority and preference to other creditors.

- viii. Although the Group seeks to hedge against interest rate fluctuations, this may not always be economically viable. Furthermore, the possibility of hedging may in future be curtailed due to the unavailability or limited availability of hedging counterparties. An increase in floating interest rates which is not hedged by the Group may have a material adverse effect on its business, financial condition and results of operations.
- ix. The Issuer relies, and will in future be relying heavily, on the contacts and expertise of the Corinthia Group and NREC, its principal shareholders, in connection with providing assistance in the application for and procurement of permits, licenses or other development authorisations from the competent authorities in Libya, in relation to present and future projects. However, no assurance can be given that the Issuer or its subsidiaries will be able to use such contacts and expertise as and when required.
- x. The Group's growth since inception is, in part, attributable to the efforts and abilities of the members of the executive management teams and other key personnel of the Issuer and PCL. If one or more of the members of this team were unable or unwilling to continue in their present position, they may not be replaceable within the short term, which could have a material adverse effect on the Group's business, financial condition and results of operations.
- xi. The timely payment of interest payable by the Issuer on its debt securities could be negatively conditioned by unforeseen adverse circumstances affecting the operations of PCL which could significantly impinge on PCL's cash flow. The payment of interest and/or capital repayment on the Issuer's debt securities will be funded principally by the dividend pay-outs of PCL. The payment of dividends by PCL will depend on, among other factors, its future profits, financial position, working capital requirements, general economic conditions and other factors that its board of directors deems significant from time to time. Accordingly, any occurrence that could impede or otherwise delay the cash flow generation from Palm City Residences could have a detrimental impact on PCL's ability to pay dividends, which in turn would have an adverse impact on the ability of the Issuer to meet interest payments



or capital repayments on its securities on their due date. Furthermore, in respect of the Palm City Residences, the Group could in future face competition from other residential properties in its area of operation which, together with other factors, could affect the said property's ability to both attract new tenants as well as retain tenants beyond the term of their current lease.

- xii. The Group's activities potentially expose it to a variety of financial risks, including market risk (principally interest rate risk and fair value risk), credit risk and risks associated with the unpredictability of financial markets, all of which could have adverse effects on the financial performance of the Issuer and PCL.
- xiii. The Issuer's overseas operations are exposed, in the case of transactions not denominated in Euro, to foreign currency risk on transactions, receivables and borrowings that are denominated in a currency other than the Euro. As a result, exchange gains and losses may arise on the realisation of amounts receivable and the settlement of amounts payable in foreign currencies.
- xiv. Historically, the Group has maintained insurance at levels determined by the Group to be appropriate in light of the cost of cover and the risk profiles of the business in which the Group operates. With respect to losses for which the Group is covered by its policies, it may be difficult and may take time to recover such losses from insurers. In addition, the Group may not be able to recover the full amount from the insurer. No assurance can be given that the Group's current insurance coverage would be sufficient to cover all potential losses, regardless of the cause, nor can any assurance be given that an appropriate coverage would always be available at acceptable commercial rates.

D.3 Essential information on the key risks specific to the Global Note and Participation Notes:

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

- i. The Global Note and the Participation Notes are transferable but shall NOT be traded on any regulated market or other trading facility and, as a result, there may be no liquid market for the Participation Notes. The market for the Participation Notes may be less liquid than a regulated market or other trading facility and Participation Noteholders may find it more difficult to identify willing buyers for their Participation Notes. Participation Noteholders who wish to sell their Participation Notes may be unable to do so at an acceptable price, or at all, if insufficient liquidity exists in the market for the Participation Notes.
- ii. Investment in the Global Note involves the risk that subsequent changes in market interest rates may adversely affect the value of the Global Note.
- iii. A Noteholder will bear the risk of any fluctuations in exchange rates between the currency of denomination of the Participation Notes (€) and the Noteholder's currency of reference, if different.
- iv. No prediction can be made about the effect which any future public offerings of the Issuer's securities, or any takeover or merger activity involving the Issuer, will have on the market price of the Participation Notes prevailing from time to time.
- v. The Global Note shall constitute the general, direct, unconditional and unsecured obligation of the Issuer and, save for such exceptions as may be provided by applicable law, shall rank without priority and preference to all other present and future unsecured obligations of the Issuer. The Global Note will, however, rank subordinate to the present and future secured creditors of the Issuer.
- vi. The Issuer may incur further borrowings or indebtedness and may create or permit to subsist other security interests upon the whole or any part of its present or future undertakings, assets or revenues (including uncalled capital, if any).
- vii. In the event that the Issuer wishes to amend any of the Terms and Conditions of issue of the Global Note it shall call upon the Nominee and Placement Agent to call a meeting of Participation Noteholders in accordance with the provisions of the Prospectus. These provisions permit defined majorities to bind all Participation Noteholders, including Participation Noteholders who do not attend and vote at the relevant meeting and Participation Noteholders who vote in a manner contrary to the majority.
- viii. The terms and conditions of this Offer are based on Maltese law in effect as at the date of the Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in Maltese law or administrative practice after the date of the Prospectus.

5 SECTION E OFFER

E.2b The proceeds from the Issue, which net of Offer expenses are expected to amount to approximately €10.9 million, will be used by the Issuer for the following purposes, in the amounts and order of priority set out below:

- (i) an amount of €10.75 million of proceeds shall be used to repay a bank facility, with a syndication of banks, of a wholly owned subsidiary of the Issuer, which funds were applied to part finance the development of Palm City Residences;
- (ii) the remaining balance shall be applied to reduce the outstanding bonds of the Issuer that are listed on the Official List of the Malta Stock Exchange, by purchasing thereof from the market.



In the event that the Participation Notes representing the rights and interests of the Participation Noteholders in the Global Note are not fully subscribed, the subscribed portion of the Global Note shall firstly be applied for the purpose mentioned in (i) above.

E.3 The principal terms and conditions of the Offer applicable to the Global Note and Participation Notes are set out below:

Global Note

The following is a synopsis of the general terms and conditions applicable to the €11,000,000 6% Global Note issued by the Issuer in terms of the Nominee and Placement Agreement and the Prospectus. A Participation Noteholder as well as any person having an interest under the Global Note is deemed to have invested only after having received, read and understood the contents of the Prospectus, including the full terms and conditions contained in the annexes thereto:

1. General

The Global Note shall be issued to the Nominee and Placement Agent, as nominee for and for the benefit of the Registered Investors, which shall constitute the Fiduciary Asset. The Global Note shall constitute the Issuer as the true and lawful debtor of the Offer Amount in favour of the Nominee and Placement Agent on behalf of the Registered Investors. Unless previously purchased and cancelled, the Global Note shall be redeemable at the nominal value including accrued but unpaid interest on the Redemption Date.

2. Form, Denomination and Title

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

3. Interest

Interest on amounts outstanding under the Global Note shall accrue at the rate of 6% per annum. Interest shall be payable annually in arrears on 3 October in each year between the years 2016 and 2020 (both years included). The first interest payment will be effected on 3 October 2016. Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day.

4. Status of the Notes and Negative Pledge

The Global Note shall constitute the general, direct, unconditional and unsecured obligations of the Issuer and shall at all times rank *pari passu*, save for such exceptions as may be provided by applicable law, with all other outstanding and unsecured debt of the Issuer, present and future. As at the date of this Summary Note, the Issuer does not have any subordinated indebtedness.

The Issuer undertakes, for as long as any principal or interest under the Global Note remains outstanding, to be bound by a negative pledge on the creation or subsistence of certain types of encumbrances or real rights which grant rights of preference to a creditor over present or future assets or revenues of the Issuer, subject to the limitations set out in the Terms & Conditions of the Global Note.

5. Payments

Payment of the principal amount (with interest accrued and unpaid to the Redemption Date) as well as payment of interest on the Global Note shall be made in Euro by direct credit or transfer to the person in whose name such Global Note is registered as at the close of business fifteen (15) days prior to the date set for redemption or fifteen (15) days prior to the relevant Interest Payment Date (as the case may be) against surrender of the Global Note.

6. Redemption

Unless previously purchased and cancelled, the Global Note shall be redeemed at the nominal value (together with interest accrued and which has remained unpaid to the date set for redemption) on the Redemption Date.

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

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

7. Covenants by the Issuer

The Issuer shall throughout the term of the Global Note be bound by the covenants made in favour of the Nominee and Placement Agent for the benefit of Registered Investors as set out in set out in the Terms & Conditions of the Global Note, including covenants relating to the payment of interest and principal, record-keeping and the manner in which their respective business is to be conducted.

8. Functions and Powers of the Nominee and Placement Agent

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

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

The powers and reliefs conferred on the Nominee and Placement Agent in terms of the Prospectus, which are in addition and without prejudice to such as may arise from the law or Nominee and Placement Agreement, are set out in the Terms & Conditions of the Global Note.



9. **Events of Default**

The Terms & Conditions of the Global Note set out a list of events of default the occurrence of which could form the basis of the Nominee and Placement Agent - at its discretion or further to a request in writing of not less than seventy five percent (75%) in value of the Registered Investors, declaring by notice in writing to the Issuer that the Global Note has become immediately payable. Upon any such declaration being made as aforesaid the Global Note and all principal monies and interest accrued shall be deemed to have become immediately due payable at the time of the event of default.
10. **Register of Global Noteholders**

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

The Issuer may, from time to time, without the consent of the respective Global Noteholder, create and issue further bonds, notes, debentures or any other debt securities having such terms as the Issuer may determine at the time of their issue.
12. **Governing Law and Jurisdiction**

The Global Note has been created, and the Offer relating thereto is being made, in terms of the Act. From its inception the Global Note, and all contractual arrangements arising therefrom, shall be governed by and shall be construed in accordance with Maltese law. Any legal action, suit, action or proceeding against the Issuer arising out of or in connection with a Global Note shall be brought exclusively before the Maltese Courts and the Global Noteholder shall be deemed to acknowledge that it is submitting to the exclusive jurisdiction of the Maltese Courts as aforesaid.

Participation Notes

The following is a synopsis of the general terms and conditions applicable to the €11,000,000 6% Participation Notes in terms of the Nominee and Placement Agreement and the Prospectus. A Participation Noteholder as well as any person having an interest under the Participation Notes is deemed to have invested only after having received, read and understood the contents of the Prospectus, including the full terms and conditions contained in the annexes thereto:

1. **General**

The Global Note shall constitute the Issuer as the true and lawful debtor of the Offer Amount in favour of the Nominee and Placement Agent on behalf of the Registered Investors. The Participation Notes constitute the beneficial interest of the Participation Noteholders in the Global Note including the right to payment of principal and interest under the Global Note. The Participation Notes shall bear interest at a rate of 6% (six per cent) per annum in accordance with the terms and conditions as set out in the Prospectus. The Participation Notes shall be redeemable at their nominal value including accrued but unpaid interest on the Redemption Date. The Participation Notes are freely transferable.
2. **Form, Denomination and Title**

The Participation Notes shall be issued in fully certificated and registered form, without coupons. Participation Notes shall be issued under the signature of a duly authorised signatory of the Nominee and Placement Agent. The Nominee and Placement Agent shall maintain a Register of Investors which shall identify the Registered Investors from time to time. An entry in the Register shall be conclusive evidence of the beneficial interest of the person or persons named therein in the Global Note. Every Registered Investor shall be entitled to be entered in the Register of Investors as a participant in the Global Note and shall be entitled to receive from the Nominee and Placement Agent a Participation Note acknowledging the Registered Investors' beneficial interest in the Global Note and evidencing the appropriate entry in the Register of Investors. Any such Participation Note issued by the Nominee and Placement Agent in favour of a single or joint Registered Investor shall be for an amount not below fifty thousand euro (€50,000) and in multiples of one thousand euro (€1,000) each. Joint Registered Investors shall be entitled to only one entry in the Register of Investors and accordingly to only one Participation Note. Such Participation Note shall be issued and delivered to that joint Registered Investor whose name first appears in the Register of Investors and the Nominee and Placement Agent shall not be bound to register more than three (3) persons as the joint Registered Investors.
3. **Interest**

Interest on amounts outstanding under the Participation Notes shall accrue at the rate of 6% per annum. Interest shall be payable annually in arrears on 3 October in each year between the years 2016 and 2020 (both years included). The first interest payment will be effected on 3 October 2016. Any Interest Payment Date which falls on a day other than a Business Day will be carried over to the next following day that is a Business Day. The Participation Notes shall cease to bear interest from and including the Redemption Date.
4. **Payments**

Payment of the principal amount (with interest accrued and unpaid to the Redemption Date) as well as payment of interest on the Participation Notes shall be made in Euro by direct credit or transfer to the person in whose name such Participation Note is registered as at the close of business fifteen (15) days prior to the date set for redemption or fifteen (15) days prior to the relevant Interest Payment Date (as the case may be) against surrender of the Participation Note. The Nominee and Placement Agent shall effect payments of principal or interest within three (3) business days from the date of actual receipt of payment thereof from the Issuer.



5. Redemption

Unless previously purchased and cancelled, the Participation Notes shall be redeemed at their nominal value (together with interest accrued to the date set for redemption) on the Redemption Date, provided that a Registered Investor may, even before the Redemption Date, apply to the Nominee and Placement Agent to have its Participation Notes or any part thereof cancelled, subject to a minimum face value of €50,000 and multiples of €1,000 thereafter. The Nominee and Placement Agent may, but shall be under no obligation to, accede to such request, to be made in writing, by a Registered Investor. In the event that the Nominee and Placement Agent accedes to the Registered Investor's request it shall cancel the entry of such Registered Investor in the Register of Investors and the Participation Note of the Registered Investor concerned in whole or in part, as the case may be, for the nominal value of the Participation Note or that part thereof which is being cancelled. In such event: (i) the Nominee and Placement Agent shall pay to the Registered Investor concerned the nominal value of that Registered Investor's Participation Notes and accrued and unpaid interest thereon; and (ii) the Nominee and Placement Agent shall be deemed to have a beneficial interest in the Global Note for the value corresponding to the cancellation.

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

6. Covenants by the Issuer

The Issuer shall until such time as the Participation Notes remain outstanding, be bound by the covenants made in favour of the Nominee and Placement Agent for the benefit of Registered Investors as set out in the Terms & Conditions of the Participation Notes, including covenants relating to the payment of interest and principal, record-keeping and the manner in which their respective business is to be conducted.

7. Functions and Powers of Nominee and Placement Agent

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

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

The powers and reliefs conferred on the Nominee and Placement Agent in terms of the Prospectus, which are in addition and without prejudice to such as may arise from the law or Nominee and Placement Agreement, are set out in the Terms & Conditions of the Global Note.

8. Events of Default under the Global Note

The Terms & Conditions of the Participation Notes make reference to the provision regulating "Events of Default" under the Global Note. Any payment of the Global Note made by the Issuer to the Nominee and Placement Agent pursuant to an Event of Default shall trigger an early redemption of the Participation Notes.

9. Registration and Replacement of the Participation Notes

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

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

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

10. Transferability of the Participation Notes

The Participation Notes are freely transferable and, once registered by the Nominee and Placement Agent, may be transferable in whole for a minimum face value of €50,000 (fifty thousand euro) and multiples of €1,000 (one thousand euro) thereafter. All transfers are subject in all cases to any pledge (duly constituted) of the Participation Notes and to any applicable laws and regulations. The cost and expenses of effecting any registration of transfer, except for the expenses of delivery by any means other than regular mail (if any) and except, if the Issuer shall so require, the payment of a sum sufficient to cover any tax, duty or other governmental charge or insurance charges that may be imposed in relation thereto, will be borne by the person to whom the transfer has been made.



Any person to whom the transfer has been made shall, upon such evidence being produced as may from time to time properly be required by the Nominee and Placement Agent, request in writing the transfer of such Participation Note from a registered Participation Noteholder and may elect either to be registered himself/herself as Participation Noteholder or to have some person nominated by him/her registered as Participation Noteholder. The Nominee and Placement Agent will not register the transfer of Participation Notes for a period of fifteen (15) days preceding the due date for any payment of interest on the Participation Notes.

11. Meetings of Participation Noteholders

The provisions of the Prospectus and of the Nominee and Placement Agreement may be amended with the approval of Registered Investors at a meeting called for that purpose by the Nominee and Placement Agent in accordance with the terms and procedure set out under the heading “Meeting of Participation Noteholders” under the Terms & Conditions of the Participation Notes.

12. Participation Notes held Jointly

In respect of a Participation Note held jointly by several persons (including but not limited to husband and wife), the joint Participation Noteholders shall nominate one of their number as their representative and his/her name will be entered in the register with such designation. Such person shall, for all intents and purposes, be deemed to be the registered holder of the Participation Note so held. In the absence of such nomination and until such nomination is made, the person first named on the register in respect of such Participation Note shall, for all intents and purposes, be deemed to be the registered holder of the Participation Note so held. The Nominee and Placement Agent shall not be bound to register more than three (3) persons as the joint Registered Investors.

13. Participation Notes held Subject to Usufruct

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

14. Governing Law and Jurisdiction

The Participation Notes and all contractual arrangements arising therefrom are governed by and shall be construed in accordance with Maltese law. Any legal action, suit, action or proceeding against the Issuer arising out of or in connection with a Participation Note shall be brought exclusively before the Maltese Courts and the Participation Noteholders shall be deemed to acknowledge that they are submitting to the exclusive jurisdiction of the Maltese Courts as aforesaid.

E.4 Save for the subscription for Notes by the Nominee and Placement Agent and any fees payable to the Nominee and Placement Agent in connection with the Offer, to the best of the Issuer’s knowledge no person involved in the Issue has an interest material to the Offer.

E.7 The Offer will involve expenses, including professional fees, management and placing expenses, as well as other miscellaneous costs incurred in connection with this Offer. Such expenses are estimated not to exceed €100,000 and shall be borne by the Issuer.

6 TIME-TABLE

Subscription Period	2 October 2015 (between 08.30 hours and 14.00 hours)
Commencement of interest on the Participation Notes issued upon closure of the Subscription Period	3 October 2015
Announcement of basis of acceptance	9 October 2015
Issuance of Participation Notes	9 October 2015