

## FINAL TERMS

DATED 17 MAY 2024

NOTE ISSUANCE PROGRAMME OF A MAXIMUM OF €10,000,000

ISIN: MT0000131251

Series No: 3/2024

Tranche No: 1

GLOBAL NOTE UP TO A MAXIMUM OF €6,100,000

issued by:



### UNITED FINANCE p.l.c.

A PUBLIC LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA  
WITH COMPANY REGISTRATION NUMBER C 26598

with the joint and several guarantee of

### UNITED GROUP LIMITED

A PRIVATE LIMITED LIABILITY COMPANY REGISTERED UNDER THE LAWS OF MALTA  
WITH COMPANY REGISTRATION NUMBER C 10233

## PART A - CONTRACTUAL TERMS

Capitalised terms used in these Final Terms which are not defined herein shall have the definitions assigned to them in the Base Prospectus dated 20 July 2023 which was approved by the MFSA in Malta on 20 July 2023 and which constitutes a base prospectus for the purposes of the Prospectus Regulation.

This document constitutes the Final Terms of the Global Note to be issued through Series 3 Tranche I of the Note Issuance Programme ("Series 3 Tranche I Global Note") by the Issuer in favour of the Nominee and Placement Agent, described herein for the purposes of Article 8 of the Prospectus Regulation. These Final Terms also contain information relative to the issue by the Nominee and Placement Agent of transferable notes acknowledging the interest of the person named therein in the Series 3 Tranche I Global Note ("Series 3 Tranche I Participation Notes"). This document must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Series 3 Tranche I Global Note under these Final Terms is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the issue of this Tranche of Notes is annexed to these Final Terms.

The Base Prospectus is available for viewing at the office of the Issuer and on the websites of: (a) the MFSA (<https://www.mfsa.mt/our-work/capital-markets-supervision/#CMS>); and (b) the Issuer (<http://www.unitedgroup.com.mt/investors-area/>) and copies may be obtained free of charge from the registered office of the Issuer (United Group of Companies, Pinto Business Centre, Level 4, Triq il-Mithna, Qormi QRM 3104, Malta). A summary of this individual issue is annexed to these Final Terms.

1. Issuer	United Finance p.l.c. (C 26598)
2. Series Number	3
3. Tranche Number	1
4. Specified Currency	Euro (€)
5. Aggregate nominal amount:	
(i) Series	(i) up to €6,100,000, which may be issued solely in Tranches forming part of this Series 3 or in combination with Tranche/s forming part of one or more separate Series up to an aggregate of €10 million for all Series.
(ii) Tranche	(ii) up to €6,100,000  In the event that the amount of €6,100,000 is not fully subscribed, the Issuer reserves the right to issue a further Tranche or further Tranches of Notes, as part of this Series or as a separate Series.
6. (i) Issue Price of Tranche	at par (€1,000 per Participation Note)
(ii) Net proceeds	€5,983,500
7. Specified Denomination	€6,100,000 (€1,000 per Participation Note)
8. Number of Notes offered for subscription	1 Global Note (up to a maximum of 6,100 Participation Notes)
9. (i) Issue Date	(i) 24 June 2024
(ii) Interest Commencement Date	(ii) 20 June 2024
10. Redemption Date	20 June 2030
11. Early Redemption Date/s	not applicable
12. Redemption Value	redemption at par (€1,000 per Participation Note)
13. Register Cut-Off Date	15 days prior to the Interest Payment Date

#### INTEREST

14. Rate of Interest	6% payable annually in arrears
15. Interest Payment Date/s	(i) for the purposes of the Global Note, 20 June of each year between and including each of the years 2025 and the year 2030, provided that if any such day is not a Business Day, such interest payment date will be carried over to the next following day that is a Business Day.  (ii) for the purposes of the Participation Notes, 20 June of each year between and including each of the years 2025 and the year 2030, provided that if any such day is not a Business Day, such interest payment date will be carried over to the next following day that is a Business Day.

#### GENERAL PROVISIONS

16. Taxation	as per section 19 (" <b>Taxation</b> ") of the Base Prospectus.
--------------	---

#### PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for the offer for subscription and issue of the Tranche of Notes described herein pursuant to the Note Issuance Programme of a maximum of €10,000,000, in terms of the Base Prospectus dated 20 July 2023.

#### RESPONSIBILITY

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

Signed on behalf of the Board of Directors of United Finance p.l.c. by

Edmund Gatt Baldacchino  
Director

## PART B – OTHER INFORMATION

### 1. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

#### Reasons for the Offer / Use of Proceeds

The Issuer will use the net proceeds from the Offer as follows:

- 1.1. the amount of up to €3,000,000 will be used to finance, in part or in full, the outstanding principal and interest under an existing bank overdraft facility granted by a local credit institution to United Estates Limited for the purpose of re-financing facilities held with another local credit institution;
- 1.2. the amount of up to €486,000 will be applied to part-finance the acquisition by United Developments Limited of Ta' Xbiex Property I as further described in section 7.5.2 of the Base Prospectus;
- 1.3. the amount of up to €377,500 will be applied to part-finance the acquisition by United Developments Limited of Ta' Xbiex Property II as further described in section 7.5.3 of the Base Prospectus;
- 1.4. the amount of up to €450,000 will be applied to part-finance the acquisition by United Developments Limited of Ta' Xbiex Property III, as defined and further described herebelow; and
- 1.5. the amount of up to €1,670,000 will be used by the Issuer for the general corporate funding purposes of the United Group.

The conclusion of the deed of sale relative to Ta' Xbiex Property II is earmarked for end of June 2024. All conditions specified in the promise of sale agreement have been satisfied, including the issuance of the full development permit.

The acquisition by the United Group of Ta' Xbiex Property I (as described in section 7.5.2 of the Base Prospectus) and of Ta' Xbiex Property III located at Triq il-Watar, Ta' Xbiex, adjacent to Ta' Xbiex Property I and Ta' Xbiex Property II, ("Ta' Xbiex Property III") are conditional upon the fulfilment of the following, respectively:

- a) pursuant to the promise of sale agreement entered into on 7 September 2022 relative to the acquisition of Ta' Xbiex Property I, the acquisition of Ta' Xbiex Property I is conditional upon the remaining approvals from the relevant authority being obtained for the purpose of enabling the completion of the acquisition of Ta' Xbiex Property I;
- b) pursuant to the promise of sale agreement entered into on 28 July 2023 relative to the acquisition of Ta' Xbiex Property III, the acquisition of Ta' Xbiex Property III is conditional upon the issuance of the full development permit by the Planning Authority.

Although it is anticipated that the deeds of sale relative to the acquisition of Ta' Xbiex Property I and Ta' Xbiex Property III will be concluded soon after the issuance of the note proceeds, in the unlikely event that either or both of the deeds of sale is / are not concluded, the Issuer undertakes to utilise the funds earmarked for said purposes for either or both of the following alternative uses ("Alternative Use(s)"), as may be determined by the Issuer:

- 1.6. the refinancing, in full or in part, of the outstanding principal and interest under an existing bank loan granted by a local credit institution to the Issuer in the amount of *circa* €610,000; and, or
- 1.7. general corporate funding purposes of the United Group. In this regard, the amount earmarked for general corporate funding purposes under paragraph 1.5 above shall be increased to an amount of up to €2,000,000.

For the purpose of the uses specified in paragraphs 1.2 – 1.4 above, an intra-group loan agreement shall be entered into between the Issuer, as lender, and United Developments Limited, as borrower. For the purpose of the use specified above in paragraph 1.1 above, an intra-group loan agreement shall be entered into between the Issuer, as lender, and United Estates Limited, as borrower.

In the event that the Series 3 Tranche I Notes are not fully subscribed, the Issuer will proceed with issuing the amount of Series 3 Tranche I Notes so subscribed for. In such event, the Issuer shall apply the net proceeds from the Offer in the manner and in the order of priority set out above, where necessary applying the re-allocation of proceeds to the Alternative Uses.

The residual amount required by the Issuer for the purpose of the uses specified above which shall not have been raised through Series 3 Tranche I of the Issue shall be financed from the Group's own funds and, or bank financing.

<b>Estimated Expenses</b>	Approximately €116,500. All expenses shall be borne by the Issuer.
<b>Estimated Net Proceeds</b>	A maximum of €5,983,500.

## 2. YIELD

<b>Yield</b>	6%
<b>Method of Calculation of Yield</b>	Yield will be calculated on the basis of the interest per annum, the Issue Price and the Redemption Value of the Series 3 Tranche I Global Note at the Redemption Date.

## 3. EXPECTED TIMETABLE

Subscription Period	20 May 2024 to 20 June 2024, both days included
Commencement of interest	20 June 2024
Announcement of basis of acceptance	21 June 2024
Refund of unallocated monies, if any	21 June 2024
Issuance of the Global Note	24 June 2024
Issuance of Participation Notes certificates	24 June 2024

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

## 4. METHOD OF DISTRIBUTION AND ALLOCATION

<b>Plan of distribution and allotment</b>	<p>The Series 3 Tranche I Global Note shall be issued and distributed by the Issuer to the Nominee and Placement Agent to be held by the Nominee and Placement Agent for the benefit of Participation Noteholders.</p> <p>Distribution of the Series 3 Tranche I Participation Notes shall be by way of a Subscription Agreement entered into by prospective Participation Noteholders with the Nominee and Placement Agent.</p>
<b>Reservation of Series 3 Tranche I, or part thereof, in favour of a specific class of investors</b>	Not applicable.
<b>Minimum amount of application</b>	<p>The Issuer has not established an aggregate minimum subscription level for the Global Note.</p> <p>For the purposes of the Series 3 Tranche I Participation Notes, a minimum of €5,000 and multiples of €1,000 thereafter.</p>
<b>Description of application process</b>	<p>The Series 3 Tranche I Global Note shall be subscribed to by the Nominee and Placement Agent pursuant to the Nominee and Placement Agent Agreement up to an amount that is yet to be determined.</p> <p>All applications for the Series 3 Tranche I Participation Notes must be submitted by completing the Subscription Agreement within the time limits established therein. All Subscription Agreements are to be lodged with the Nominee and Placement Agent by not later than 12:00 hours on 20 June 2024 together with payment of the full price of the Participation Notes applied for, in Euro (€). Payments may be made by bank transfer or by cheque payable to the Nominee and Placement Agent. In the event that a cheque accompanying a Subscription Agreement is not honoured on its first presentation, the Nominee and Placement Agent reserves the right to invalidate the relative application.</p>
<b>Oversubscription and refunds</b>	If an application by an Applicant is not accepted or is accepted for a lesser amount than is applied for, the full amount or the excess amount (as applicable) will be returned by the Nominee and Placement Agent without interest by direct credit to the Applicant's bank account as indicated in the Subscription Agreement. Neither the Issuer nor the Nominee and Placement Agent shall be responsible for any loss or delay in transmission.

<b>Payment and delivery</b>	As per the Subscription Agreement (Annex II of these Final Terms).
<b>Allocation policy</b>	<p>The Series 3 Tranche I Global Note shall be held by the Nominee and Placement Agent for the benefit of Participation Noteholders on the terms set out in the Nominee and Placement Agent Agreement.</p> <p>An amount of up to €6,100,000 in Participation Notes shall be allocated by the Nominee and Placement Agent to: the general public, <i>pari passu</i>, without any priority or preference between them in accordance with the allocation policy to be specified in the Nominee and Placement Agent Agreement.</p>
<b>Results of the offer</b>	The results of the Offer shall be announced by the Issuer by way of publication of a company announcement on its website <a href="http://www.unitedgroup.com.mt">www.unitedgroup.com.mt</a> by not later than 21 June 2024.

## 5. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save for the possible subscription for Notes by the Nominee and Placement Agent and any fees payable to the Nominee and Placement Agent in connection with the Issue of this Tranche of Notes, so far as the Issuer is aware, no person involved in the offer of this Series 3 Tranche I has any other interest that is material to the Offer.

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

Not applicable.

## ANNEX I – ISSUE SPECIFIC SUMMARY

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

### 1. INTRODUCTION AND WARNINGS

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

<b>Full legal and commercial name of the Issuer</b>	United Finance p.l.c.
<b>Registered address</b>	United Group of Companies, Pinto Business Centre, Level 4, Triq il-Mithna, Qormi QRM 3104, Malta.
<b>Registration number</b>	C 26598
<b>Legal Entity Identification (LEI) Number</b>	529900PZWCDY8SRY5C30
<b>Date of Registration</b>	26 June 2000
<b>Telephone number</b>	+356 21653689
<b>Email</b>	info@unitedgroup.com.mt
<b>Website</b>	http://www.unitedgroup.com.mt/
<b>Nature of the securities</b>	The Series 3 Tranche I Global Note is an unsecured note of an aggregate principal amount of up to six million and one hundred thousand Euro (€6,100,000) with a nominal value of €1,000 per Participation Note, bearing interest at the rate of 6% per annum and redeemable at par on 20 June 2030.
<b>ISIN number of the Global Note</b>	MT0000131251
<b>Competent authority approving the Base Prospectus</b>	The Malta Financial Services Authority, established in terms of the Malta Financial Services Authority Act (Cap. 330 of the laws of Malta).
<b>Address, telephone number and official website of the competent authority approving the Base Prospectus</b>	Address: Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD 1010, Malta; Telephone number: +356 21 441 155; Official website: www.mfsa.mt
<b>Base Prospectus approval date</b>	20 July 2023

Prospective investors are hereby warned that:

- (i) this Summary should be read as an introduction to the Base Prospectus. It is being provided to convey the key characteristics and risks associated with the Issuer and the Series 3 Tranche I Global Note being offered pursuant to the Base Prospectus and the Final Terms. It is not and does not purport to be exhaustive and investors are warned that they should not rely on the information contained in this Summary in making a decision as to whether to invest in the securities described in this document;
- (ii) any decision of the investor to invest in the Series 3 Tranche I Participation Notes should be based on consideration of the Base Prospectus and the Final Terms as a whole by the investor;
- (iii) an investor could lose all or part of the capital invested in subscribing for Series 3 Tranche I Participation Notes;
- (iv) where a claim relating to the information contained in the Base Prospectus and the Final Terms is brought before a court, the plaintiff investor might, under the national legislation of Malta, have to bear the costs of translating the Base Prospectus and these Final Terms before the legal proceedings are initiated; and
- (v) civil liability attaches only to those persons who have tabled the Summary including any translation thereof but only if the Summary, when read together with the other parts of the Base Prospectus and the Final Terms, is misleading, inaccurate or inconsistent or does not provide key information in order to aid investors when considering whether to invest in the Series 3 Tranche I Participation Notes.
- (vi) you are about to purchase securities that are not simple and may be difficult to understand.

## 2. KEY INFORMATION ON THE ISSUER

### 2.1 Who is the Issuer of the securities?

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

The Issuer is United Finance p.l.c., a public limited liability company registered in Malta in terms of the Companies Act (Cap. 386 of the laws of Malta) with company registration number C 26598. The legal entity identifier (LEI) number of the Issuer is 529900PZWCDY8SR5C30.

#### 2.1.2 Principal Activities of the Issuer

The Issuer was registered on 26 June 2000 and was established as the finance company of the United Group. The Issuer does not itself carry on any trading activities apart from the raising of capital and advancing thereof to members of the United Group as and when the demands of its business so requires. Accordingly, the Issuer is economically dependent on the operations and performance of the United Group.<sup>1</sup>

#### 2.1.3 Major Shareholders of the Issuer

Mr. Edmund Gatt Baldacchino, Mr. Simon Gatt Baldacchino, Ms. Dolores Gatt Baldacchino, and Ms. Josianne Tonna are the ultimate beneficial owners of the Issuer, ultimately indirectly holding 100% of the ownership interests of the Issuer as the registered holders of the entire issued share capital of UGL, the immediate parent company and majority registered shareholder of the Issuer, and United Garage Limited, the minority registered shareholder of the Issuer.

#### 2.1.4 Board of Directors of the Issuer

The Board of Directors of the Issuer is composed of the following persons: (a) Mr. Joseph F. X. Zahra (chairman and independent non-executive director); (b) Mr. Edmund Gatt Baldacchino (executive director and Group CEO); (c) Mr. Simon Gatt Baldacchino (non-executive director and Group COO); (d) Mr. Kevin Rapinett (independent non-executive director); and (e) Mr. Alfred Attard (independent non-executive director).

#### 2.1.5 Statutory Auditors

The auditors of the Issuer as at the date of this Summary are PricewaterhouseCoopers of 78, Mill Street, Zone 5, Central Business District, Qormi, CBD 5090. The Accountancy Board registration number of PricewaterhouseCoopers is AB/26/84/38.

### 2.2 What is the key financial information regarding the Issuer?

Set out below are highlights taken from the audited financial statements of the Issuer for the years ended 31 December 2020, 2021 and 2022, and the unaudited financial statements of the Issuer for the 6-month period ended 30 June 2022 and 30 June 2023.

#### United Finance p.l.c.

Statement of Comprehensive Income €'000	FY2022	FY2021	FY2020	6-mth period ended 30 Jun'23	6-mth period ended 30 Jun'22
	Audited	Audited	Audited	Unaudited	Unaudited
Profit (loss) before tax	137	2,592	131	(73)	66
Statement of Financial Position €'000	31 Dec'22	31 Dec' 21	31 Dec'20	30 Jun'23	
	Audited	Audited	Audited	Unaudited	
Total assets	18,428	18,485	14,878	18,610	
Equity	7,938	7,801	5,452	7,865	
Net debt	7,842	9,142	7,631	8,250	
Statement of Cash Flows €'000	FY2022	FY2021	FY2020	6-mth period ended 30 Jun'23	6-mth period ended 30 Jun'22
	Audited	Audited	Audited	Unaudited	Unaudited
Cash flows from (used in) operating activities	(308)	(377)	(38)	(332)	248
Cash flows from (used in) financing activities	(160)	1,000	(426)	(91)	1,479
Cash flows from (used in) investing activities	1,632	(1,010)	194	(64)	(70)

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

The most material risk factors specific to the Issuer, which may negatively impact the operations and financial position of the Issuer should the circumstances mentioned therein materialise, are as follows:

#### 2.3.1 Risks relating to the Issuer's role as the financing company of the United Group

The Issuer is the financing arm of the United Group, having as its main activity the carrying on of the business of a financing company within the United Group. As a result, the financial performance and financial position of the Issuer is largely dependent on receipt of interest and loan repayments from the Guarantor, and the Subsidiaries. Accordingly, the Issuer is economically dependent on the operational results, the financial position and the financial performance of the United Group companies to

<sup>1</sup> At the time of the Base Prospectus, the principal activities of the Issuer also related to the leasing of GB Buildings, however since date of publication of the Base Prospectus, GB Buildings has been transferred to United Estates Limited.

which it provides financing. The key risks associated with the United Group, on which the Issuer is dependant as aforesaid, are contained in the Base Prospectus and prospective investors are strongly advised to carefully consider all such risk factors with their own financial and other professional advisors.

#### *2.3.2 Risks relating to the geopolitical effects of war*

In response to Russia's ongoing invasion of Ukraine, several industries implemented boycotts and bans, increasing global geopolitical risks with historical negative effects on the economy. The conflict caused a European humanitarian crisis, financial market volatility, inflation, and energy price hikes. If the war continues or spreads, it may further raise energy prices, inflation, interest rates, and market volatility. Although the United Group lacks a physical presence in Russia and Ukraine, the war's impact on global markets, institutions, macroeconomics, and potential geopolitical tensions poses uncertain risks. Persistent conflict could worsen economic volatility, supply chain pressures, and inflation, negatively impacting the United Group's businesses, operations, and financial position. Moreover, the already elevated geopolitical tensions resulting from the war in Ukraine have been more recently exacerbated by the military and political conflict in Israel. In the short to medium term the escalation of the conflict could result in adverse geopolitical and, or macroeconomic impacts, which could in turn have a negative effect on the Group's business, results of operations and financial position.

#### *2.3.3 Risks relating to the Group's financing*

The United Group has part-financed its projects through bank financing and through the issuance of the Maturing Bonds (which have since been redeemed in full on 6 November 2023), and further to the launch of the Note Issuance Programme. The Group has a material amount of debt and may incur additional debt for strategic development and growth. While most of the Group's borrowings have fixed interest rates, one bank facility has variable rates, making it vulnerable to interest rate increases. The agreements governing the bank debt impose substantial financial restrictions on the Group's companies, limiting their ability to secure financing, invest in capital, withstand economic downturns, complete projects, and conduct business activities. These limitations may hinder the Group's ability to pursue major projects, secure favourable terms, and carry out essential corporate activities.

#### *2.3.4 Dependence on the Maltese market and exposure to economic conditions*

The United Group operates primarily in the Maltese market, making it highly sensitive to economic conditions in Malta, including consumer demand, financial market volatility, inflation, the property market, interest rates, taxes, wage rates, utility costs, government spending, and other market factors. Negative economic factors, especially those impacting consumer demand, would adversely affect the United Group's business. Inflation and rising interest rates have already impacted the Group, leading to increased costs, reduced operating profit, and higher borrowing costs.

#### *2.3.5 Risks relating to new projects pursued by the United Group*

The United Group is exploring potential investment opportunities in the hospitality, renewable energy, and real estate sectors within and outside of Malta. Investment in these ventures may result in unforeseen risks, including the possibility of not securing favourable commercial rates. The success of these projects is uncertain and could lead to increased expenditure, negatively impacting the Group's profitability and financial position.

#### *2.3.6 Risks relating to distribution and franchise agreements and relations with suppliers and agents*

The Subsidiaries and UGL Affiliates operating in the automotive, car rental, and retail sectors rely on franchise, distributor, and supply agreements with international brand owners and manufacturers. Changes or deterioration in relationships with franchisors, suppliers, or foreign agents could also have a negative effect on the profitability of the respective operating company.

#### *2.3.7 Risks specific to the real estate sector*

The Group owns a portfolio of properties and through United Developments Limited engages in property development and resale. Risks inherent to the real estate sector affect the Group companies operating in this field. Factors including political developments, regulations, tax laws, interest rates, delays in obtaining or the inability to obtain the necessary planning permits, financing availability, and market demand may impact property prices and, consequently, the financial performance of these companies. Additionally, the Issuer, the Guarantor, and United Estates Limited are susceptible to rental market risks. Factors which could materially increase operating expenses include unforeseen increases in property maintenance costs, material increases operating expenses that may not be recoverable from tenants, and increases in the rate of inflation above the increments contracted with tenants could all adversely affect the Group's financial condition and results.

#### *2.3.8 Risks relating to title over immovable property*

The United Group's proposed developments are dependent on the performance of a due diligence exercise on the good title over the land or immovable property being acquired and, or developed. To the extent that the Group, or its third-party advisors, fail to identify defects in title or erroneously assess the materiality or implication of the findings of the due diligence exercise, the Group may, notwithstanding that it proceeds with the intended acquisition or development, subsequently be exposed to claims and, or liabilities relating to such issues. Should any claims of this nature, prove successful, they could have a material adverse effect on the Group's business and operations.

### **3. KEY INFORMATION ON THE SECURITIES**

#### **3.1 What are the main features of the securities?**

The Series 3 Tranche I Global Note is being issued to the Nominee and Placement Agent in an aggregate amount of up to €6,100,000 with a nominal value of €1,000 per Participation Note, bearing interest at the rate of 6% per annum and redeemable at par on 20 June 2030. Investors in Malta can participate in the Series 3 Tranche I Global Note through subscription to Series 3 Tranche I Participation Notes. The Global Note bears interest at the rate of 6% per annum on the nominal value of the Global Note. The first interest payment shall be affected on 20 June 2025 (covering the period 20 June 2024 to 19 June 2025).

The Series 3 Tranche I Global Note and the Participation Notes constitute the general, direct, unconditional, and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any priority or preference among themselves and all other present and future unsecured and unsubordinated obligations of the Issuer. The Notes shall be jointly and severally guaranteed in respect of both the interest due and the principal amount under said Notes by the Guarantor.

The Global Note and Participation Notes will not be listed on the Malta Stock Exchange or on any other regulated market on the Issue Date. The Series 3 Tranche I Global Note shall have the following ISIN: MT0000131251.

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

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

The minimum subscription amount of Series 3 Tranche I Participation Notes that can be subscribed for by Applicants is €5,000, and in multiples of €1,000 thereafter.

The Series 3 Tranche I Participation Notes are freely transferable and, once registered by the Nominee and Placement Agent, may be transferable in whole for a minimum face value of €1,000 and multiples of €1,000 thereafter.

### 3.2 Where will the securities be traded?

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

### 3.3 Is there a guarantee attached to the securities?

The Global Note is guaranteed by the Guarantor on a joint and several basis. Accordingly, the Nominee and Placement Agent shall be entitled to request the Guarantor to pay both the interest due and the principal amount under said Global Note (subject to the terms of the Guarantee), if the Issuer fails to meet any amount when due in terms of the Base Prospectus and the relevant Final Terms. The Guarantee also entitles the Nominee and Placement Agent to take action against the Guarantor without having to first take action against the Issuer, if the Issuer fails to pay any sum payable by it to Nominee and Placement Agent pursuant to the Terms and Conditions of the Participation Notes.

#### 3.3.1 The Guarantor

United Group Limited was established on 13 January 1989 as a private limited liability company registered in Malta in terms of the Act with company registration number C 10233. The LEI of United Group Limited is 4851005H90AJFNGI5W26. United Group Limited is the holding company of the United Group and is the parent company of the Issuer.

#### 3.3.2 Key Financial Information of the Guarantor

Set out below are highlights taken from the audited consolidated financial statements of the Guarantor for the years ended 31 December 2020, 2021 and 2022, and the unaudited consolidated financial statements of the Guarantor for the 6-month period ended 30 June 2022 and 30 June 2023.

##### United Group Limited

Statement of Comprehensive Income €'000	FY2022	FY2021	FY2020	6-mth period ended 30 Jun'23	6-mth period ended 30 Jun'22
	Audited	Audited	Audited	Unaudited	Unaudited
Operating profit (loss)	1,229	4,090	(101)	310	378
Statement of Financial Position €'000	31 Dec'22	31 Dec' 21	31 Dec'20	30 Jun'23	
	Audited	Audited	Audited	Unaudited	
Total assets	39,577	37,992	37,298	40,049	
Equity	10,385	9,916	6,677	10,404	
Net debt	19,591	18,903	21,037	19,603	
Statement of Cash Flows €'000	FY2022	FY2021	FY2020	6-mth period ended 30 Jun'23	6-mth period ended 30 Jun'22
	Audited	Audited	Audited	Unaudited	Unaudited
Cash flows from (used in) operating activities	612	(55)	772	1,688	(333)
Cash flows from (used in) financing activities	1,747	1,572	1,204	(157)	2,383
Cash flows from (used in) investing activities	(1,136)	(841)	(2,571)	(1,690)	(303)

### 3.3.3 Key risks that are specific to the Guarantor and the Guarantee

In view of the fact that the Global Note is being guaranteed by the Guarantor on a joint and several basis, the Nominee and Placement Agent shall be entitled to request the Guarantor to pay both the interest due and the principal amount under said Global Note, without having to first take action against the Issuer, if the Issuer fails to meet any amount when due in terms of the Base Prospectus and the Final Terms. The strength of this undertaking on the part of the Guarantor and, therefore, the level of recoverability by the Nominee and Placement Agent from the Guarantor of any amounts due under the Note, is dependent upon and directly linked to the financial position and solvency of the Guarantor.

### 3.4 What are the key risks that are specific to the securities?

#### 3.4.1 The Global Note and Participation Notes are not traded on any regulated market

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

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

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

#### 3.4.3 Subsequent changes in interest rate

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

#### 3.4.4 No prior market for the Notes

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

#### 3.4.5 Future public offers

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

#### 3.4.6 Amendments to the terms and conditions of the Notes

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

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

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

#### 4.1.1 Expected timetable

Subscription Period	20 May 2024 to 20 June 2024 both days included
Commencement of interest	20 June 2024
Announcement of basis of acceptance	21 June 2024
Refund of unallocated monies, if any	21 June 2024
Issuance of the Global Note	24 June 2024
Issuance of Participation Notes certificates	24 June 2024

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

#### 4.1.2 *Plan of distribution, allotment, and allocation policy*

The Series 3 Tranche I Participation Notes shall be made available for subscription to all categories of investors. Applications for subscriptions to the Series 3 Tranche I Participation Notes may be made through the Nominee and Placement Agent subject to a minimum Application of €5,000 and in multiples of €1,000 thereafter.

It is expected that Series 3 Tranche I Participation Notes certificates will be dispatched to Applicants by latest 24 June 2024. By not later than 21 June 2024, the Issuer shall announce the results of the offer through a company announcement. Dealings in the Series 3 Tranche I Participation Notes shall not commence prior to the said notification.

The Subscription Period shall close immediately upon attaining full subscription.

In the event that the amount of €6,100,000 is not fully subscribed, the Issuer reserves the right to issue a further Tranche or Tranches of Notes, as part of this Series or as a separate Series.

#### 4.1.3 *Total estimated expenses*

Professional fees, and costs related to publicity, advertising, printing, Nominee and Placement Agent fees, selling commission, and other miscellaneous expenses in connection with this Offer are estimated to be in the region of €116,500 in the aggregate. There is no particular order of priority with respect to such expenses. All expenses will be borne by the Issuer.

### 4.2 **Why is this prospectus being produced?**

#### 4.2.1 *The use and estimated net amount of the proceeds*

The net proceeds from this Series 3 Tranche I are expected to amount to approximately €5,983,500 and shall be used by the Issuer as follows:

- (i) the amount of up to €3,000,000 will be used to finance, in part or in full, the outstanding principal and interest under an existing bank overdraft facility granted by a local credit institution to United Estates Limited for the purpose of re-financing facilities held with another local credit institution;
- (ii) the amount of up to €486,000 will be applied to part-finance the acquisition by United Developments Limited of Ta' Xbiex Property I as further described in section 7.5.2 of the Base Prospectus;
- (iii) the amount of up to €377,500 will be applied to part-finance the acquisition by United Developments Limited of Ta' Xbiex Property II as further described in section 7.5.3 of the Base Prospectus;
- (iv) the amount of up to €450,000 will be applied to part-finance the acquisition by United Developments Limited of Ta' Xbiex Property III, as defined and further described herebelow; and
- (v) the amount of up to €1,670,000 will be used by the Issuer for the general corporate funding purposes of the United Group.

Although it is anticipated that the deeds of sale relative to the acquisition of Ta' Xbiex Property I and Ta' Xbiex Property III will be concluded soon after the issuance of the note proceeds, in the unlikely event that either or both of the deeds of sale is / are not concluded, the Issuer undertakes to utilise the funds earmarked for said purposes for either or both of the following alternative uses ("**Alternative Use(s)**"), as may be determined by the Issuer:

- (vi) the refinancing, in full or in part, of the outstanding principal and interest under an existing bank loan granted by a local credit institution to the Issuer in the amount of *circa* €610,000; and, or
- (vii) general corporate funding purposes of the United Group. In this regard, the amount earmarked for general corporate funding purposes under paragraph (v) above shall be increased to an amount of up to €2,000,000.

For the purpose of the uses specified in paragraphs (ii) – (iv) above, an intra-group loan agreement shall be entered into between the Issuer, as lender, and United Developments Limited, as borrower. For the purpose of the use specified above in paragraph (i) above, an intra-group loan agreement shall be entered into between the Issuer, as lender, and United Estates Limited, as borrower.

In the event that the Series 3 Tranche I Notes are not fully subscribed, the Issuer will proceed with issuing the amount of Series 3 Tranche I Notes so subscribed for. In such event, the Issuer shall apply the net proceeds from the Offer in the manner and in the order of priority set out above, where necessary applying the re-allocation of proceeds to the Alternative Uses.

The residual amount required by the Issuer for the purpose of the use specified above which shall not have been raised through the Issue shall be financed from the Group's own funds and, or bank financing.

#### 4.2.2 *Underwriting agreement*

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

#### 4.2.3 *Conflicts of interest pertaining to the Offer*

Mr. Edmund Gatt Baldacchino, Mr. Simon Gatt Baldacchino, Mr. Joseph F.X. Zahra, and Mr. Kevin Rapinett are directors of the Issuer and the Guarantor.

Save for the above and for the possible subscription for Notes by the Nominee and Placement Agent and any fees payable to the Nominee and Placement Agent in connection with the Issue of this Tranche of Notes, so far as the Issuer is aware, no person involved in the offer of this Series 3 Tranche I has any other interest that is material to the Offer.

# ANNEX II – SPECIMEN SUBSCRIPTION AGREEMENT

UNITED FINANCE P.L.C. (C26598)

ISSUE OF UP TO

€6,100,000 6% UNSECURED NOTES 2030

## SUBSCRIPTION AGREEMENT

Dear Subscriber,

MZ Investment Services Ltd (the "**Nominee and Placement Agent**") addresses you as the prospective subscriber (the "**Subscriber**") of the offering of Participation Notes (the "**Offering**") as explained herein. The Nominee and Placement Agent is pleased to make a firm offer to you, pursuant to this subscription agreement (the "**Agreement**") to subscribe for Participation Notes issued by the Nominee and Placement Agent under the terms and conditions included in Annex A2 of the Base Prospectus dated 20 July 2023 issued by United Finance p.l.c. (the "**Company**") in respect of the note issuance programme of up to €10,000,000 unsecured notes ("**Note Issuance Programme**"), comprising the issue by the Company of Global Notes in one or more tranches in favour of the Nominee and Placement Agent and the subsequent transfer of participations in the Global Notes by the Nominee and Placement Agent through the issue of the Participation Notes (the "**Base Prospectus**").

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

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

### 1. DESCRIPTION OF THE PARTICIPATION NOTES

- (a) The Company is issuing Global Notes for the maximum aggregate principal amount of €10,000,000 (ten million euro) to the Nominee and Placement Agent on behalf of the Registered Investors. The Nominee and Placement Agent in turn offers Participation Notes to prospective investors and makes these Participation Notes available to such investors.
- (b) The Offering is more fully described in the Base Prospectus and the respective Final Terms.

### 2. PURCHASE OF THE PARTICIPATION NOTES BY THE SUBSCRIBER

- (a) On the basis of the agreements herein contained, but subject to the terms and conditions as set out in Annex A2 of the Base Prospectus dated 20 July 2023, the Subscriber agrees to purchase the number of Participation Notes set out in Schedule 1 that shall be submitted by the Subscriber to the Nominee and Placement Agent by not later than 12:00 hours on 20 June 2024 (the "**Subscription Agreement Filing Date**").
- (b) The Subscriber hereby undertakes that by no later than 12:00 hours of the Subscription Agreement Filing Date, the Subscriber shall effect payment by either bank transfer or cheque payable to 'MZ Investment Services Ltd'.
- (c) By entering into this Agreement the Subscriber hereby acknowledges the irrevocable appointment of the Nominee and Placement Agent for the purposes of this Subscription Agreement and the subscription for Participation Notes arising therefrom, and acknowledges and accepts that he/she shall be bound by the terms and conditions of the Nominee and Placement Agent Agreement entered into by and between the Company and the Nominee and Placement Agent on 20 July 2023.

### 3. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

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

### 4. EFFECTIVE DATE OF THIS AGREEMENT TO SURVIVE DELIVERY

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

### 5. NOTICES

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

## 6. GOVERNING LAW

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

## 7. MISCELLANEOUS

- (1) Time shall be of the essence of this Agreement.
- (2) The heading to each clause is included for convenience only and shall not affect the construction or interpretation of this Agreement.
- (3) This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party may enter into this Agreement by executing a counterpart.

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

Yours faithfully,

ACCEPTED AND AGREED

---

For and on behalf of  
MZ Investment Services Ltd

---

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

Date: \_\_\_\_\_

## SCHEDULE 1

### Subscription Form

THIS SUBSCRIPTION AGREEMENT IS GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND IN THE BASE PROSPECTUS IN RESPECT OF THE ISSUE OF PARTICIPATION NOTES BY THE NOMINEE AND PLACEMENT AGENT AND IN VIEW OF THE ISSUE BY THE COMPANY OF UP TO €6,100,000 6% UNSECURED NOTES 2030 TO THE NOMINEE AND PLACEMENT AGENT.

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

### I/WE SUBSCRIBE TO PURCHASE AND ACQUIRE

AMOUNT IN FIGURES €	AMOUNT IN WORDS
------------------------	-----------------

6% UNITED FINANCE P.L.C. UNSECURED PARTICIPATION NOTES 2030 (MINIMUM €5,000 AND IN MULTIPLES OF €1,000 THEREAFTER) AT PAR, PAYABLE IN FULL UPON SUBSCRIPTION UNDER THE TERMS AND CONDITIONS AS DEFINED IN THE SAID BASE PROSPECTUS.

### TAX MANDATE FOR INTEREST INCOME

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

### INTEREST & REDEMPTION MANDATE

BANK	IBAN
------	------

### SOURCE OF FUNDS

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

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

### APPROPRIATENESS ASSESSMENT FORM (Primary Applicant)

This section is intended to assess the level of your knowledge in investing in 6% Unsecured Participation Notes 2029 (the "Notes") issued by United Finance p.l.c. (the "Issuer").

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Do you understand that the Notes are transferable but will NOT be traded on any regulated market, and as a result may be less liquid?                                      | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Do you understand and accept that your investment is subject to the terms and conditions contained in the Base Prospectus?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Do you understand and accept that although a higher risk investment could result in higher returns, there is no guarantee and you may receive back less than you invested? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Do you understand that the past performance of the Issuer is not a guide to their respective future performance?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. Do you have sufficient knowledge and experience to make a meaningful evaluation of the Notes, and the merits and risks of investing in the Notes?                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

#### DECLARATION

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

☐

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

This section is intended to assess the level of your knowledge in investing in 6% Unsecured Participation Notes 2029 (the "Notes") issued by United Finance p.l.c. (the "Issuer").

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Do you understand that the Notes are transferable but will NOT be traded on any regulated market, and as a result may be less liquid?                                      | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Do you understand and accept that your investment is subject to the terms and conditions contained in the Base Prospectus?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Do you understand and accept that although a higher risk investment could result in higher returns, there is no guarantee and you may receive back less than you invested? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Do you understand that the past performance of the Issuer is not a guide to their respective future performance?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. Do you have sufficient knowledge and experience to make a meaningful evaluation of the Notes, and the merits and risks of investing in the Notes?                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

#### DECLARATION

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

☐

---

### TO BE COMPLETED BY THE NOMINEE AND PLACEMENT AGENT

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | We consider that you possess the necessary knowledge and experience to understand and/or appreciate the risks associated with the Notes.  |
| <input type="checkbox"/> | We do not consider that you possess the necessary knowledge and experience to understand and/or appreciate the risks associated with the Notes. As a result, the Notes are not appropriate for you. |
| <input type="checkbox"/> | We have not been provided with sufficient information to be able to assess whether the Notes are appropriate for you. As a result, we cannot determine whether the Notes are appropriate for you.   |

\_\_\_\_\_  
Signature of Nominee and Placement Agent

