



ADVENTUM  
INTERNATIONAL

## Offering Memorandum

In respect of the offer to Qualifying Investors of Investor Shares in

# Adventum QUARTUM Central Europe SICAV p.l.c.

*A collective investment scheme organised as a limited liability investment company with variable share capital under the Laws of Malta and licensed by the Malta Financial Services Authority under the Investment Services Act, Cap 370 of the Laws of Malta as an Alternative Investment Fund.*

[◆]

## Important Information

### Status and Licensing of Adventum QUARTUM Central Europe SICAV p.l.c.

The Company is organised under the laws of Malta as a limited liability investment company with variable share capital (SICAV) pursuant to the Companies Act, Cap 386 of the laws of Malta. The Company is a closed-ended standalone structure managed by an external third-party fund manager. The Company is licensed as an Alternative Investment Fund. Alternative Investment Funds are collective investment schemes as defined by section 2(1) of the Investment Services Act, Cap 370 of the laws of Malta. The Shares in the Company may only be offered to Qualifying Investors as defined in this Offering Memorandum. The Company has been incorporated for a limited period until the end of December 2025, unless otherwise closed or liquidated as described herein. The Directors have a one-time unilateral discretion to extend the duration of the Company for an additional two-year period.

**THE COMPANY IS LICENSED BY THE MALTA FINANCIAL SERVICES AUTHORITY (“MFSA”) AS AN ALTERNATIVE INVESTMENT FUND WHICH IS AVAILABLE TO QUALIFYING INVESTORS.**

**PROFESSIONAL INVESTOR FUNDS ARE NON-RETAIL SCHEMES AND THEREFORE, THE PROTECTION NORMALLY ARISING AS A RESULT OF THE IMPOSITION OF THE MFSA’S INVESTMENT AND BORROWING RESTRICTIONS AND OTHER REQUIREMENTS FOR RETAIL SCHEMES DO NOT APPLY FOR THIS FUND.**

**INVESTORS IN THE COMPANY ARE NOT PROTECTED BY ANY STATUTORY COMPENSATION ARRANGEMENTS IN THE EVENT OF THE FUND’S FAILURE.**

**THIS FUND MAY ONLY BE MARKETED OUTSIDE MALTA TO PROFESSIONAL INVESTORS AS DEFINED IN THE AIFM DIRECTIVE. THE MARKETING OF THE FUND TO AN INVESTOR WHO IS NOT A PROFESSIONAL INVESTOR AS DEFINED IN THE AIFM DIRECTIVE MAY ONLY BE UNDERTAKEN IF ALLOWED BY THE RESPECTIVE JURISDICTION AND SUBJECT TO THE NATIONAL PROVISIONS APPLICABLE IN THE RESPECTIVE JURISDICTION AS PRESCRIBED IN ARTICLE 43 AIFMD.**

**THE MFSA HAS MADE NO ASSESSMENT OR VALUE JUDGMENT ON THE SOUNDNESS OF THE COMPANY OR FOR THE ACCURACY OR COMPLETENESS OF STATEMENTS MADE OR OPINIONS EXPRESSED WITH REGARD TO IT. THE AUTHORISATION OF ADVENTUM QUARTUM CENTRAL EUROPE SICAV P.L.C. IS NOT TANTAMOUNT TO AN ENDORSEMENT OF THE FUND BY THE MFSA NOR IS THE MFSA RESPONSIBLE FOR THE CONTENTS OF THIS OFFERING MEMORANDUM.**

### Directors and Management Responsibility Statement

This Offering Memorandum details the general framework applicable to the Company. Prospective Investors are requested to read this Offering Memorandum prior to making any investments.

The Directors of the Company, whose names appear under the heading 'Functionaries', are the persons responsible for the information contained in this Offering Memorandum. To the best of the knowledge and belief of the Directors, who have taken reasonable care to ensure such is the case, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

No broker, dealer, salesman or other person has been authorised by Adventum QUARTUM Central Europe SICAV p.l.c. or any of the appointed functionaries of the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Shares other than those contained in this Offering Memorandum and in the documents referred to herein in connection with the offer hereby made, and if given or made, such information or representations must not be relied upon as having been authorised by the Company, its Directors, or any of the appointed functionaries.

The Board of Directors of the Company have approved this Offering Memorandum.

### General Restrictions Related to the Offer

This Offering Memorandum does not constitute and may not be used as an offer or invitation to subscribe for Shares 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.

It is the responsibility of any person in possession of this Offering Memorandum and any persons wishing to apply for Shares to inform themselves of, and to observe and comply with, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to the legal requirements of so applying and any applicable exchange control requirements and taxes in the countries of their nationality, residence or domicile.

A copy of this Offering Memorandum has been filed with the MFSA. Applications for the purchase of Shares are accepted only on the basis of this Offering Memorandum. Any person relying on the information contained in this Offering Memorandum, which was current at the date shown, should check with the Company or the Administrator that this document is the most current version and that no revisions or additions have been made, nor corrections published to the information contained in this Offering Memorandum since the date shown.

The Shares have not been nor will be registered under the United States Securities Act of 1933, as amended or under any State securities law and, except with the specific consent of the Directors, may not be offered or sold, directly or indirectly, in the United States of America, its territories or possessions or any area subject to its jurisdictions or to any U.S. Person. In addition, the Company will not be registered under the United States Investment Company Act of 1940, as amended and the Investors will not be entitled to the benefits of the 1940 Act.

### Eligible Investors

This offer is an offer only to the person to whom a copy of this document has been furnished and on the basis that the person falls within the definition of Qualifying Investor or under the definition of Professional Investors (when marketed outside Malta in terms of Article 32 of the AIFMD) as defined in

this Offering Memorandum. The Company is not authorised and does not intend to offer Investor Shares to the general public.

### Restrictions on Distribution

The Company is an Alternative Investment Fund within the meaning of the AIFMD and complies with all the applicable provisions of the AIFMD. Therefore, the Company may passport and market its units within the European Union (as defined in the AIFMD) in accordance with the provisions of the AIFMD and the Investment Services Act (Marketing of Alternative Investment Funds) Regulations, S.L. 370.21 of the laws of Malta, as may be amended from time to time. Marketing of the Company to an investor who is not a Professional Investor as defined in the AIFMD may only be undertaken if allowed by the respective jurisdiction and subject to the national provisions applicable in the respective jurisdiction as prescribed in Article 43 of the AIFMD.

### Applicable Law

This Offering Memorandum has been issued under Maltese law and regulations prevailing at the date of issue of this document. Statements made in this Offering Memorandum are, except where otherwise stated, based on the law and practice currently in force in Malta and subject to changes therein.

Investors are urged to consult with a professional in order to ascertain the securities laws and other relevant laws and regulations to which their investment may be subject. Prospective Investors are warned that they are responsible for compliance with the securities and other applicable laws and regulations in the relevant jurisdiction to which their investment is subject.

### Language

The official language of the documentation of the Company, including without limitation, this Offering Memorandum, is English. It may be translated into other languages. In the event of a discrepancy between the English version of the Offering Memorandum and versions written in other languages, the English version will prevail.

### Risk Factors

Your attention is drawn to the section of this Offering Memorandum titled 'Risk Factors'. It is the responsibility of any prospective Investor to understand and take independent advice where appropriate in relation to the risks set out in the Offering Memorandum.

### Right to Reject Any Subscription Application

The Board of Directors may, at its discretion, reject a Subscription Application for any reason and is not obliged to disclose the reason for such rejection.

### No Application to List Shares

No application has been made for a listing on any stock exchange for any of the Shares of the Company or for the grant of permission for any of the Shares of the Company to be traded on any other exchange.

## Dematerialisation of Investor Shares A

The Company has applied with the Malta Stock Exchange - Central Securities Depository to have one Class of Investor Shares, Investor Shares A, held in a dematerialised form, to allow an option to the Investors to have their securities recorded electronically in a book-entry form through the Malta Stock Exchange - Central Securities Depository. For as long as any of the securities issued by the Company shall be and remain dematerialised under the Financial Markets Act (Cap 345 of the Laws of Malta):

1. the terms and conditions relating to such securities including without prejudice to the generality of the foregoing, their issuance, transfer, exchange, redemption and or cancellation shall be governed in accordance with the applicable rules and procedures set out by the relevant central securities depository providing dematerialisation and any other provision shall apply only to the extent that it is not inconsistent with such rules and procedures; and
2. any amendment, variation or deletion of this clause shall be subject to the express written approval of the relevant Central Securities Depository providing dematerialisation obtained prior to submission to the Company convened in an Extraordinary General Meeting.

**Copies of this Offering Memorandum are available from the registered office of the Company.**

## Directory

<b>Registered Office</b>	215/1, Old Bakery Street Valletta VLT 1451 Malta
<b>Directors of the Company</b>	Mr. Kristóf Bárány Mr. Balázs Deim Mr. Kyle Debono
<b>Compliance Officer</b>	Dr. Omar Zerafa
<b>Money Laundering Reporting Officer</b>	Mr. Kyle Debono
<b>Fund Manager</b>	<b>Adventum International Ltd</b>  215/1, Old Bakery Street Valletta VLT 1451 Malta
<b>Independent Valuers</b>	<b>CBRE Group</b>  400, S. Hope Street 25 <sup>th</sup> Floor Los Angeles California CA 90071 United States of America
<b>Company Secretary</b>	Dr. Emerson Bonello
<b>Administrator</b>	<b>Alter Domus Fund Services (Malta) Limited</b>  Vision Exchange Building Territorials Street Mriehel BKR 3000 Malta
<b>Depository and Prime Broker</b>	<b>European Depository Bank SA, Malta Branch</b>  Central Business District, Zone 1 Triq L-Esportaturi Birkirkara, CBD 1040 Malta

**Auditors****Ernst & Young Malta Limited**

Regional Business Centre  
Achille Ferris Street  
Msida MSD 1751  
Malta

**Legal Advisers****Zerafa Advocates**

215/1, Old Bakery Street  
Valletta VLT 1451  
Malta

**Banker****Sparkasse Bank Malta p.l.c.**

101, Townsquare  
Ix-Xatt ta' Qui-si-Sana  
Sliema SLM 3112  
Malta

**Fund Distributor****Adventum International Ltd**

215/1, Old Bakery Street  
Valletta VLT 1451  
Malta

**Central Securities Depository****Malta Stock Exchange p.l.c.**

Garrison Chapel  
Castille Place  
Valletta VLT 1063  
Malta

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## Definitions

In the Offering Memorandum the following terms shall, unless otherwise expressly stated or the context requires otherwise, have the following meanings assigned to them respectively:

<b>Act</b>	the Investment Services Act, Cap 370 of the Laws of Malta;
<b>Accounting Currency</b>	the currency in which the financial statements and the annual reports of the Scheme will be reported, which is the Euro (€);
<b>Accounting Period</b>	unless otherwise determined by the Board, a fiscal period of the Company commencing in the case of the first such period on the date of the registration of the Company and ending on the 31 <sup>st</sup> December 2019 and in any other case commencing on the preceding 1 <sup>st</sup> January in each year and ending on the 31 <sup>st</sup> December of such year;
<b>Administrator</b>	Alter Domus Fund Services (Malta) Limited as disclosed in the section 'Functionaries';
<b>AIF</b>	Alternative Investment Fund as defined in Article 2 of the AIFMD;
<b>AIFM</b>	Adventum International Ltd, as disclosed in the section 'Functionaries';
<b>AIFMD</b>	Directive 2011/61/EU of the European Parliament and of the Council of 8 <sup>th</sup> June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/201;
<b>Auditors</b>	Ernst & Young Malta Limited as disclosed in the section 'Functionaries';
<b>Base Currency</b>	the currency in which the Net Asset Value of the Company is expressed, which shall be the Euro (€);

<b>Board</b>	the Board of Directors of the Company for the time being including any committee of the Board;
<b>Business Day</b>	a day on which banks are open for normal banking business in Malta (except Saturday) or such other day as the Directors may determine from time to time;
<b>Capital Call</b>	Subscriptions called by the Board or its delegates for the purpose of funding an investment or to pay fees and expenses incurred by the Company, for an amount, as requested in the Drawdown Notice, of the Shareholder's Committed Capital in the Company, provided that such amount shall not be less than the value of one (1) Investor Share;
<b>Class</b>	each sub-division of participating Shares in the Company. Each Class may have different rights;
<b>Committed Capital or Capital Commitment</b>	the amount of capital committed by each Shareholder for Shares to be purchased in the Company;
<b>Company or Scheme</b>	Adventum QUARTUM Central Europe SICAV p.l.c., incorporated under the laws of Malta on the 20 <sup>th</sup> February 2019 with company registration number SV 506 and having its registered office at 215/1, Old Bakery Street, Valletta VLT 1451, Malta;
<b>Companies Act</b>	the Companies Act, Cap. 386 of the Laws of Malta;
<b>Company Secretary</b>	the person occupying the post of company secretary of the Company from time to time;
<b>Dealing Day</b>	the Business Day and such other day or days as the Directors may from time to time determine on which Shares can be subscribed or redeemed;
<b>Depository</b>	European Depository Bank SA, Malta Branch, as disclosed in the section 'Functionaries';

<b>Directors</b>	the Directors of the Company;
<b>Drawdown Notice</b>	the notice submitted by the Company to a Shareholder through which a Capital Call is made;
<b>Euro, EUR or €</b>	the official currency of the member states of the European Union that form part of the Euro-zone;
<b>FATF</b>	Financial Action Task Force;
<b>Founder Shares</b>	Shares with no nominal value having the rights provided for in the Memorandum and Articles of the Company;
<b>Founder Shareholders</b>	holders of Founder Shares;
<b>GDPR</b>	Regulation 2016/679 of the European Parliament and of the Council of 27 <sup>th</sup> April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
<b>Independent Valuer</b>	means a person or entity appointed by the Directors, subject to the agreement of the Auditors as part of the valuation policy of the Company, in order to value the assets thereof. The Independent Valuer shall be: <ul style="list-style-type: none"> <li>i. Independent from the Company, the Board and its officials, and any service provider;</li> <li>ii. Of good standing and with recognised and relevant qualifications;</li> <li>iii. An authorised member of a recognised professional body in the jurisdiction of the assets, as appropriate for its function; and</li> <li>iv. Paid in accordance with prevailing market rates for similar experience and qualifications;</li> </ul>
<b>Initial Closing Date</b>	the date until which the Initial Subscription Applications are accepted by the Company, which is the 4 <sup>th</sup> June 2019;
<b>Initial Offering Price</b>	the price at which Investor Shares will be offered until the Initial Closing Date, which shall be one hundred thousand Euro per Investor Share (EUR 100,000);

<b>Investment/Fund Manager</b>	Adventum International Ltd as disclosed in the section ‘Functionaries’;
<b>Investors</b>	the holders of Investor Shares in any Class of Investor Shares;
<b>Investor Shares</b>	non-voting participating shares of no par value, which may be divided into different Classes, with each Class identified by a distinct International Securities Identification Number (“ <b>ISIN</b> ”) from other Classes of Investor Shares, and which may include fractions of a whole share, and includes both Investor Shares A and Investor Shares B;
<b>Investor Shares A</b>	a Class of Investor Shares in relation to which an application for such Investor Shares to be recorded electronically in a book-entry form through the Malta Stock Exchange - Central Securities Depository has been or will be made;
<b>Investor Shares B</b>	a Class of Investor Shares which are not recorded electronically in a book-entry form through the Malta Stock Exchange - Central Securities Depository;
<b>Launch Date</b>	the 12 <sup>th</sup> March 2019, the date the Scheme was licensed as an AIF by the MFSA;
<b>Malta</b>	the Republic of Malta;
<b>Maximum Investment</b>	<p>the maximum amount or value of Investor Shares that may be subscribed for by any prospective holder of Investor Shares which shall be one hundred million Euro (EUR 100,000,000), provided that at the end of the Subscription Period no Investor shall hold more than fifty percent (50%) of the total NAV of the Company;</p> <p>Provided further that the above mentioned threshold of fifty percent (50%) shall not apply to an Investor which is a collective investment scheme, subject to such collective investment scheme not having any investor that holds more than fifty percent (50%) of the total NAV of the Company indirectly through such collective investment scheme;</p>

<b>Memorandum and Articles</b>	the Memorandum and Articles of Association of the Company;
<b>MFSA</b>	the Malta Financial Services Authority;
<b>Minimum Holding</b>	the minimum amount or minimum value of Investor Shares that must be held at all times by an Investor in the Company, which shall not be less than one hundred thousand Euro (EUR 100,000);
<b>Minimum Initial Investment</b>	the minimum amount or minimum value of Investor Shares that must be subscribed for by any prospective holder of Investor Shares, which shall not be less than one hundred thousand Euro (EUR 100,000);
<b>MLRO</b>	Money Laundering Reporting Officer;
<b>Net Asset Value or NAV</b>	the net asset value of each Class of Investor Shares of the Company;
<b>NAV per Share</b>	the NAV of each Class of Investor Shares of the Company divided by the number of Investor Shares of the Company in issue;
<b>Offering Memorandum</b>	this document in its entirety, as amended from time to time;
<b>PMLA</b>	the Prevention of Money Laundering Act, Cap 373 of the laws of Malta, as amended from time to time;
<b>PMLFTR</b>	the Prevention of Money Laundering and Funding of Terrorism Regulations, S.L. 373.01 of the laws of Malta, as amended from time to time;

**Professional Investor** an Investor which is considered to be a professional client or may, on request, be treated as a professional client within the meaning of Annex II of Directive 2004/39/EC;

**Qualifying Investor** is an Investor that fulfils the following criteria:

1. invests a minimum of one hundred thousand Euro (EUR 100,000) or its currency equivalent in the Company which investment may not be reduced below this minimum amount at any time by way of a partial redemption; and
2. declares in writing to the AIFM and the Company that it is aware of and accepts the risks associated with the proposed investment; and
3. satisfies at least one of the following:
  - i. is a body corporate which has net assets in excess of seven hundred and fifty thousand Euro (EUR 750,000) or which is part of a group which has net assets in excess of seven hundred and fifty thousand Euro (EUR 750,000), or in each case, the currency equivalent thereof;
  - ii. is an unincorporated body of persons or association which has net assets in excess of seven hundred and fifty thousand Euro (EUR 750,000), or the currency equivalent;
  - iii. is a trust where the net value of the trust's assets is in excess of seven hundred and fifty thousand Euro (EUR 750,000), or the currency equivalent;
  - iv. is an individual whose net worth or joint net worth with that person's spouse or civil partner, exceeds seven hundred and fifty thousand Euro (EUR 750,000), or the currency equivalent; or
  - v. is a senior employee or Director of a service provider to the Company.

**Redemption Day** the Business Day determined by the Directors at least thirty (30) days in advance on which redemptions of Investor Shares are allowed, as the Directors deem necessary from time to time and subject to the redemption restrictions in this Offering Memorandum;

<b>Redemption Notice</b>	the form, a specimen of which is available from the Administrator, which has to be submitted to the Company by a Shareholder for the purpose of requesting a redemption of Investor Shares;
<b>Redemption Price</b>	the price at which Investor Shares may be redeemed, which will be the applicable NAV per Share as calculated on the Valuation Day less such penalties, fees or expenses as may be applicable or as the Company may be entitled to deduct or recover therefrom, in accordance with the section 'Redemptions' of this Offering Memorandum;
<b>Redemption Proceeds</b>	the Redemption Price multiplied by the number of Investor Shares being redeemed by the redeeming Shareholder, net of any applicable charges payable;
<b>Register</b>	the register in which are listed the names of the Shareholders of the Company from time to time;
<b>Share</b>	shares of no par value in the capital of the Company which may be divided into different Classes and includes the Founder Shares and the Investor Shares;
<b>Share Class</b>	a separate class of Shares issued by the Company in terms of the Memorandum and Articles;
<b>Shareholder</b>	any person who is registered as holding Shares of the Company;
<b>Subscriber</b>	a person who has completed a Subscription Application for Investor Shares in the Company;
<b>Subscription</b>	subscription and payment of portions of the Committed Capital;

**Subscription Application** the forms, attached to this Offering Memorandum and marked as Appendices A - C, a specimen of which may also be obtained from the Administrator, which have to be submitted to the Company by a prospective Investor for the purpose of applying and, if accepted, subscribing to Investor Shares, which also include the Investors' commitment to subscribe for the Committed Capital;

**Subscription Day** the first Business Day of every calendar week during the Subscription Period, and/or such other day or days as the Directors may from time to time determine;

**Subscription Period** the period commencing on the Launch Date and ending on the Subsequent Closing Date;

**Subscription Price** the price at which each Class of Investor Shares of the Company may be subscribed for. During the period before the Initial Closing Date this shall be the Initial Offering Price. In the case of any subsequent subscriptions, this shall be the NAV or the price as detailed below (whichever is higher):

<b>Date of Subscription</b>	<b>Price</b>
From the 4 <sup>th</sup> June 2019 until the 30 <sup>th</sup> June 2019	€ 100,000
From the 1 <sup>st</sup> July 2019 until the 31 <sup>st</sup> July 2019	€ 100,740
From the 1 <sup>st</sup> August 2019 until the 31 <sup>st</sup> August 2019	€ 101,589
From the 1 <sup>st</sup> September 2019 until the 30 <sup>th</sup> September 2019	€ 102,438
From the 1 <sup>st</sup> October 2019 until the 31 <sup>st</sup> October 2019	€ 103,260
From the 1 <sup>st</sup> November 2019 until the 30 <sup>th</sup> November 2019	€ 104,110
From the 1 <sup>st</sup> December 2019 until the 31 <sup>st</sup> December 2019	€ 105,753
From the 1 <sup>st</sup> January 2020 until the 31 <sup>st</sup> January 2020	€ 107,452
From the 1 <sup>st</sup> February 2020 until the 29 <sup>th</sup> February 2020	€ 109,151
From the 1 <sup>st</sup> March 2020 until the 31 <sup>st</sup> March 2020	€ 110,740
From the 1 <sup>st</sup> April 2020 until the 30 <sup>th</sup> April 2020	€ 112,438
From the 1 <sup>st</sup> May 2020 until the 31 <sup>st</sup> May 2020	€ 114,082
From the 1 <sup>st</sup> June 2020 until the 30 <sup>th</sup> June 2020	€ 115,781
From the 1 <sup>st</sup> July 2020 until the 31 <sup>st</sup> July 2020	€ 117,425
From the 1 <sup>st</sup> August 2020 until the 30 <sup>th</sup> April 2022	€ 120,000

**Subscription Proceeds** the Subscription Price multiplied by the number of Investor Shares being subscribed by the subscribing Shareholder, net of any applicable charges payable if any;

**Subsequent Closing Date** the date until which Subscription Applications following the Initial Closing Date are accepted, which shall be the last business day of the thirty third (33<sup>rd</sup>) calendar month following the Initial Closing Date at the latest (i.e. 30<sup>th</sup> April 2022);

Provided the Board has discretion to close the Subscription Period when the Committed Capital reaches one hundred million Euro (EUR 100,000,000); and

Provided further that the Board shall close the Subscription Period when the value of the Committed Capital reaches two hundred and fifty million Euro (EUR 250,000,000).

**Valuation Day** means the last Business Day of every month for calculating cash flows, including but not limited to rent income, operation, and costs relating to the Company, with such calculation being ascertained in accordance with the valuation procedures indicated in the section 'Valuation of Assets' in this Offering Memorandum based on the type of assets being so valued, and the last Business Day of May and November respectively for calculating the value of the real estate investments, which shall be valued on a case by case basis if more than ten percent (10%) of the leasing status of a particular real estate investment is modified, or zoning is changed, or there is any other material change which may materially affect the value of the property, and/or such other day or days as the Directors may from time to time determine;

**VAT** Value Added Tax.

For the purpose of this Offering Memorandum, unless the context otherwise requires or implies:

- a. any reference to the singular shall include the plural and vice versa;
- b. any reference to any particular gender shall also include the other genders;
- c. any reference to natural persons includes legal persons and vice versa.

## Description of the Company

Adventum QUARTUM Central Europe SICAV p.l.c. is a collective investment scheme established as an investment company with variable share capital (SICAV) pursuant to the Companies Act, Cap 386 of the Laws of Malta. It was incorporated in Malta on the 20<sup>th</sup> February 2019 with registration number SV 506. The Company is licensed by the MFSA as a closed-ended Alternative Investment Fund available to Qualifying Investors and managed by Adventum International Ltd, an external Alternative Investment Fund Manager, duly licensed by the Malta Financial Services Authority. Alternative Investment Funds do not enjoy the same degree of regulation as retail funds and reference is made to the applicable regulatory disclaimers which are found in this Offering Memorandum in the section titled 'Important Information'.

In terms of the Memorandum and Articles of the Company the holders of all the Founder Shares in the Company shall be entitled to appoint all Directors of the Company and to vote on all matters relating to the Company. Unless otherwise stated in the terms of issue, no other shares in the Company shall carry any voting rights. Investor Shares do not carry any voting rights.

The Shares have not been nor will be registered under the United States Securities Act of 1933, as amended or under any State securities law and, except with the specific consent of the Directors, may not be offered or sold, directly or indirectly, in the United States of America, its territories or possessions or any area subject to its jurisdictions or to any U.S. Person. In addition, the Company will not be registered under the United States Investment Company Act of 1940, as amended, and the Investors will not be entitled to the benefits of the 1940 Act.

Detailed procedures of how to buy and sell Shares are set out below in the sections entitled 'Subscriptions' and 'Redemptions'. Further information about the Shares and the Company is also set out under the section entitled 'General Information'.

The registered office of the Company is at:

Adventum QUARTUM Central Europe SICAV p.l.c.  
215/1, Old Bakery Street,  
Valletta VLT 1451, Malta

## Key Features

### General

The Company will be structured as a Maltese investment company with variable share capital. The Investment Objective, Policies and Restrictions of the Scheme are outlined further below in this Offering Memorandum.

### Accounting

The accounting reference date is the 31<sup>st</sup> December of each year, with the first Accounting Period ending on the 31<sup>st</sup> December 2019. The financial statements of the Company shall be prepared in accordance with International Financial Reporting Standards (IFRS).

### Accounting Currency

For the purposes of the compilation of the annual financial statements of the Company, the reporting currency for the Company shall be the Accounting Currency.

### Professional Liability Risk Cover

In terms of Article 14 of Commission Delegated Regulation No 231/2013, the Company's Manager shall provide additional own funds being at least equal to 0.01% of the value of the portfolios of Alternative Investment Funds ("AIFs") managed to cover professional liability risk arising from its activities. Further information as to the manner in which the Company complies with the requirements of professional liability risk cover shall be appropriately disclosed to Investors and/or any potential Investors.

# Investment Objective, Policies and Restrictions

## Investment Objective

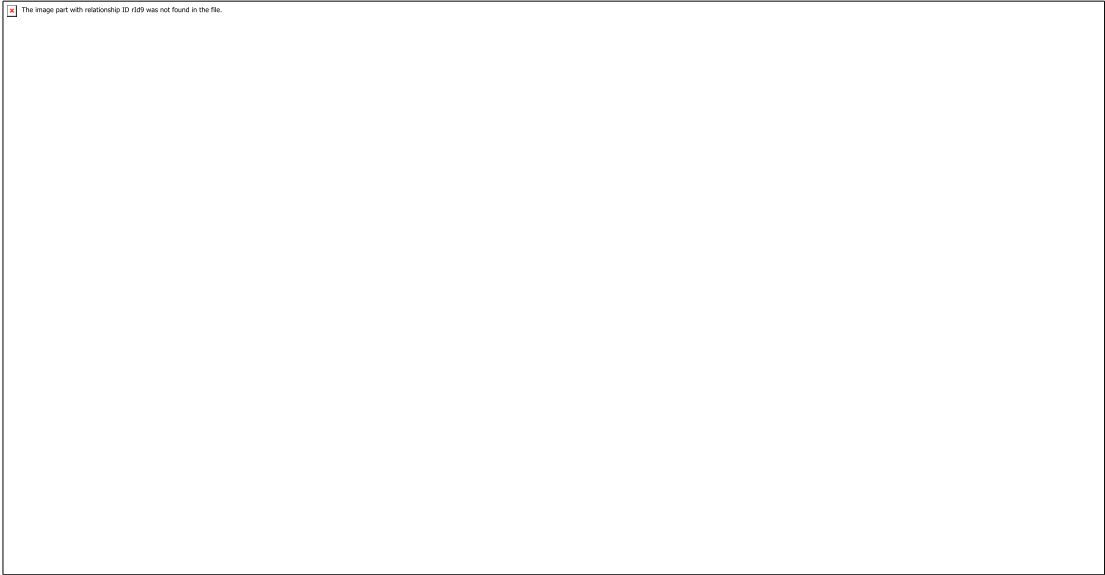
The investment objective of the Company is to achieve returns in the short-to-medium term under all market conditions. The target growth of the Company is minimum six percent (6%) per year with a target IRR of approximately twenty two percent (22%).

**There is no guarantee that the investment objective of the Company is achieved and investment results may vary from time to time.**

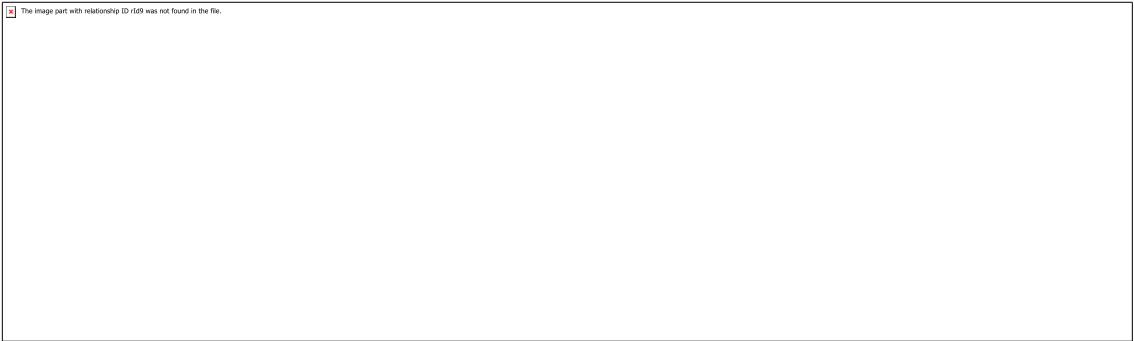
## Investment Strategy

### The Market

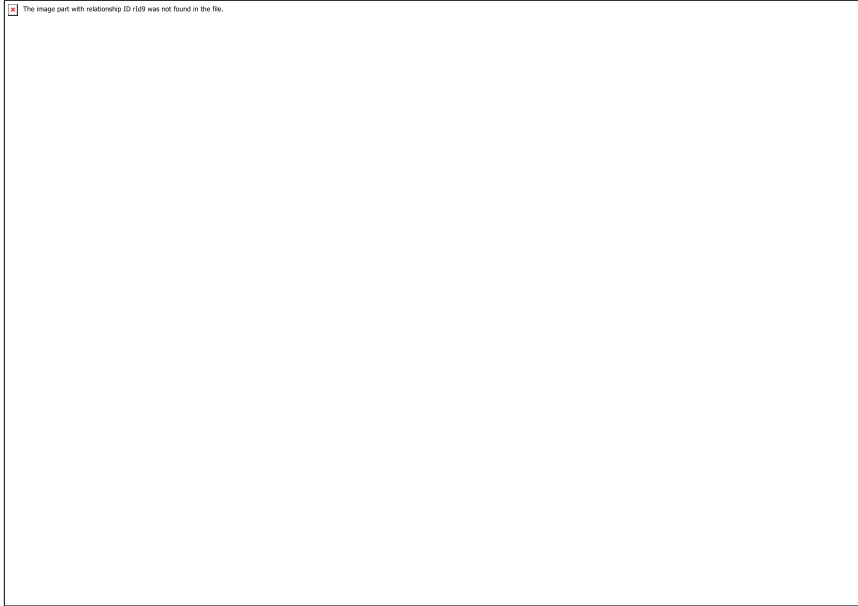
Central European GDP growth is forecasted to lead the EU in the next three (3) years.



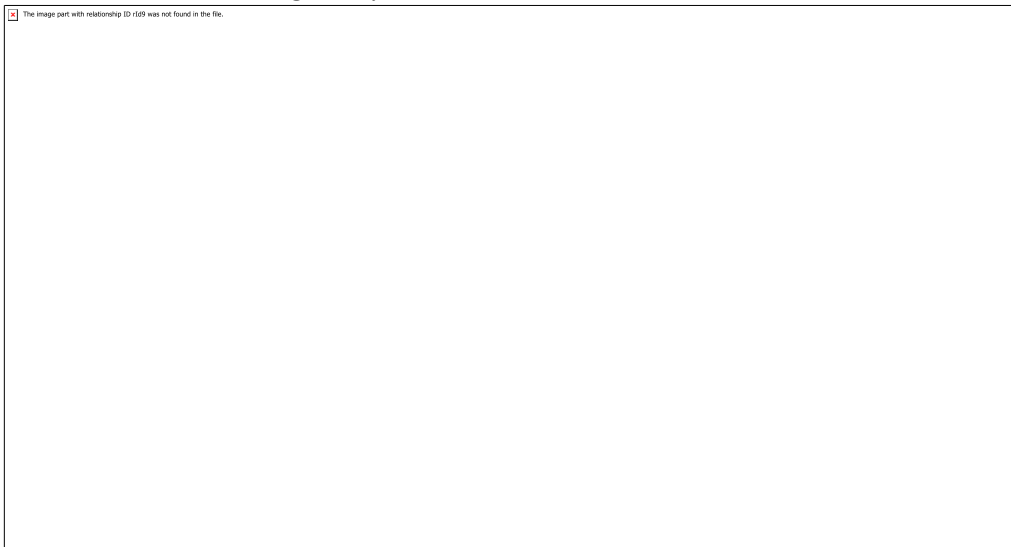
Correlating office use and retail sales is expected to follow driving real estate markets.



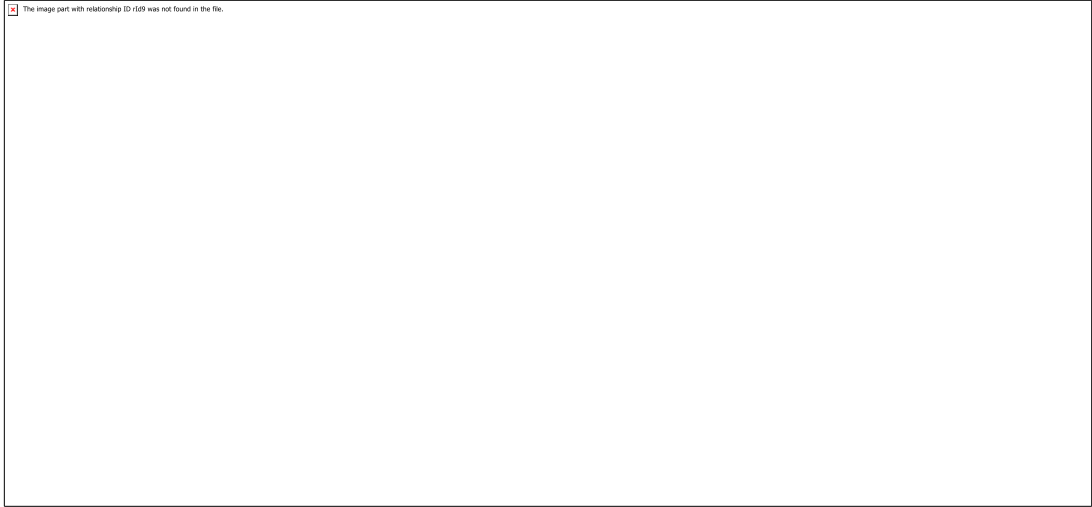
Central Eastern Europe (“CEE”) capital values still haven’t reached 2007 real values, while key Western European markets have already surpassed it.



Together with the robust economic growth, CEE is offering the leading growth – safety combination for real estate investments globally.



Global RE yields continue to decrease fuelled by favourable economic trends, record low financing margins and fresh capital seeking RE investments. Global RE assets under management is forecasted to continue growing by an annualised 6.2% between 2016 and 2025 (PwC, 2017), driven by inflows from high net worth individuals and retirement savings.



CEE investment yields are still beating global averages considerably.



CEE office markets express healthy and improving metrics: growing size, decreasing vacancy and stable rental levels and these trends are expected to continue.

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### Investment Strategy

The Company intends to achieve its investment objectives by buying income producing real estate assets, primarily office buildings and shopping centres in Central Europe, particularly those located in Poland, the Czech Republic, Slovakia, Hungary and Romania (the “**Target Region**”) that produce, or can produce after refurbishment, a yield of approximately eight to ten percent (8% to 10%) or higher. The Company may also target real estate investments in other European jurisdictions excluding Malta. Each real estate acquisition would be financed or refinanced at planned average of sixty percent (60%) loan-to-value (LTV) ratio, thus creating an additional value for the Investors with limited risk.

All investments in real estate will be undertaken through the SPVs as further explained in the section “Investment through the use of Special Purpose Vehicles” hereunder. The Company will provide all information to the MFSA, upon its request, in relation to the directors and shareholders of SPVs used by the Company.

The Company may also invest up to twenty percent (20%) of its assets in other real estate AIFs managed by Adventum Zrt (registered address: Hungary, 1052 Budapest, Türr István utca 9. V. em.; Company registration number: 01 10 044114). The Company does not intend to invest in other collective investment schemes managed by Adventum International Ltd. In this case no subscription and/or redemption fees can be charged by the AIF managed by Adventum Zrt, and any management fees charged by Adventum Zrt will be reduced from the management fees charged by Adventum International so only one set of management (excluding performance fee), subscription and/or redemption fees applies.

The Company may also invest a small part of its liquid assets in listed Euro (EUR) denominated government bonds with publicly quoted prices.

The Company shall only invest or reinvest until the 31<sup>st</sup> December 2022. For this purpose, investment shall refer to the acquiring of a new SPV or a new real estate property. The Company plans to exit after such initial investment period.

It is currently the intention of the Company to call the total Committed Capital until the end of the year 2022 at the latest but it is also possible that the total Committed Capital will be called as early as during the Subscription Period.

### Exit Strategy

The Company plans to assemble a portfolio of primarily office buildings and shopping centres in CEE that produce stable cash flow at sustainable rent levels. The main aspect of this exit strategy is to sell this entire portfolio together as it creates economies of scale for larger investors with yields higher than usually achievable for investors planning to buy assets in the excess of two hundred million Euro (EUR 200,000,000). Another possible exit scenario is to list the shares on a stock exchange and thus allow retail investors and other new investors to invest in a well-diversified portfolio of real estate in the CEE. Planned exit yield is seven percent (7%), which is still considerably higher than yields for real estate of similar size in the region. Investors should note that the above figures and rates are target rates and the indicated return is only for indicative purposes and may not necessarily be achieved.

### Target Asset Valuation Approach

The Company will value real estate at least semi-annually, on the last Business Day of May and the last Business Day of November of each year. Valuation of the real estate is carried out on a case by case basis if more than ten percent (10%) of the leasing status of the particular asset is modified, or zoning is changed, or there is any other material change in the property which may have a material effect on its value.

Valuation will be based on RICS (Royal Institute of Chartered Surveyors) standards. All three major valuation approaches will be used (market approach, income approach, cost approach).

Cash flows, including but not limited to rent income, operational costs and other costs incurred by the Company, will be valued on a monthly basis.

### Liquidity and Cash Management

Before each new investment a cash flow forecast with sufficient contingency shall be set up for each new investment. These individual cash flows shall be updated quarterly as well as the cash flow of Company. These will be combined to create an updated quarterly cash flow. The quarterly cash flows should be set up so that at least one million Euro (EUR 1,000,000) liquid assets are always available on the accounts of the Company after the Subsequent Closing Date. Should the amount of liquid assets drop below one million Euro (EUR 1,000,000), and the amount of liquid assets is expected to stay below one million Euro (EUR 1,000,000) for more than forty-five (45) days, an action plan shall be put in place by the Directors to raise the amount of liquid assets above one million Euro (EUR 1,000,000).

Substantial (more than EUR 2 million) forecasted liquid asset shall be invested in investment grade bonds from time-to-time if they are forecasted to be available for more than six (6) months.

## Risk Management

The Company will aim to provide Investors with the highest return possible given the acceptable levels of risk in any asset class the Company invests in. In this regard, the Fund Manager of the Company has in place a Risk Management Policy and a Director dedicated to risk management assuming the role of Risk Manager.

The Risk Management Policy sets out the credit, market, liquidity, counterparty and operational risk management policies of each collective investment scheme under the management of the Fund Manager, including the entire risk policy of the Company. The Risk Management Policy is responsible for risk monitoring and risk measuring in order to ensure that the risk in each collective investment scheme complies with the stated risk profile or mandate.

Such policy is supplemented by appropriate risk management and liquidity management procedures that shall adequately set out the arrangements, processes and techniques in order to identify, measure, manage and monitor, at any time, the risks to which the relevant fund is or might be exposed. The risk management and liquidity management procedures shall be:

- a. proportionate to the nature, scale and complexity of the business of the Fund Manager and of the Company it manages, and shall be consistent with risk profile of the Company;
- b. assessed, monitored and periodically, at least once a year, reviewed; and
- c. made available to the MFSA upon request, including during any onsite inspections at the Fund Manager's premises.

Mr. Keith Huber, as a Director and Risk Manager of the Fund Manager, is the person responsible for monitoring on a regular basis the adequate implementation of the risk management process of the Fund Manager. The Risk Manager shall have full access to all information relevant to the Company in order to fulfil his functions. In carrying out his functions vis-à-vis the Company, the Risk Manager shall maintain the necessary internal processes and operational, including contingency, arrangements to be in a position to measure, monitor and manage the risks of the Company and shall:

- a. assess the exposure of the Company to market, liquidity, credit, counterparty and operational risk and set appropriate risk limits taking into account market conditions from time to time;
- b. implement effective risk management policies and procedures to identify, measure, manage and monitor all risks relevant to the Company;
- c. ensure that the risk profile of the Company (as disclosed to investors) is consistent with the risk guidelines set out in the Risk Management Policy;
- d. monitor compliance by the Portfolio Managers with the risk guidelines and the Offering Memorandum of the Company;

- e. provide regular updates on the Company's compliance and effectiveness of the relevant Risk Management Policy and related procedures; and
- f. provide regular updates on the Company's current risk profile and any actual or likely breaches of the Risk Guidelines.

The investments of the Company expose it to a variety of risks. The Risk Management Policy describes various risk categories and further describes the measurement, monitoring and management procedures which have been determined for each risk category described. The risk categories identified in the Risk Management Policy relate to the following:

- a. Compliance with the Investment Strategy/Asset Allocation;
- b. Investment Limits;
- c. Borrowing Limits;
- d. Credit Risk – Deposits;
- e. Operational Risk
- f. Counterparty Risk – Financial Derivative Instruments;
- g. Swaps;
- h. Forward Foreign Exchange Contracts;
- i. Counterparty Risk Limits;
- j. Approved Counterparties; and
- k. Liquidity Risk.

The Risk Manager shall draw up and submit a quarterly report to the independent director of the Fund Manager in respect of the monitoring and compliance status of the risk levels of the Company. The report shall confirm that during the reporting period:

- a. the Company was managed in accordance with the investment limits, leverage limits, credit risk limits, counterparty risk Limits, the liquidity ratio and more generally with the risk guidelines;
- b. where applicable, the counterparties to any OTC financial derivative instruments held by the Company satisfy the eligibility requirements set out in the Risk Management Policy;
- c. the global exposure of the Company calculated on the basis of the gross method and the commitment method as at the reporting date are in accordance with procedures and contents set out in the Offering Memorandum and annual report of the Company; and
- d. the liquidity profile of the investments of the Company is appropriate to the redemption policy laid down in the Offering Memorandum.

All breaches of compliance with the limits and restrictions set forth in the Risk Management Policy shall be reported to the independent director of the Fund Manager as soon as reasonably practicable, including details of the breach and of the steps required to resolve it as soon as possible after its occurrence.

The reports shall state the reason or cause for any non-compliance or breach, any economic or regulatory or legal detriment which the Company has or may potentially suffer as a result thereof, and the status and potential costs of any remedial action, including legal costs that may be incurred in relation thereto, taken or recommended to rectify any situations of non-compliance or breach.

The Risk Manager shall also inform the independent director of any other breaches or reportable incidents as soon as these are identified. Specifically, such breaches shall include material shortfalls in the risk management policies and procedures in place within the Company.

The board of directors of the Fund Manager has responsibility for the Risk Management Policy and should ensure, with the assistance of the Risk Manager, that it is kept up-to-date. On the other hand, the Board of Directors of the Company are responsible to ensure compliance with such policy.

To ensure business continuity of the risk management function, the independent director to whom the Risk Manager reports will serve as a replacement for the Risk Manager if for any reason the Risk Manager is absent for a period not exceeding two (2) months. In the event that the Risk Manager is expected to remain absent from his duties for a period in excess of two (2) months, an alternative suitable replacement will be appointed.

#### Investment Policy and Restrictions

The Company will be subject to the following investment restrictions:

1. The Company may not invest more than forty percent (40%) of the higher of total NAV or Committed Capital in one real estate investment;
2. The Company may not invest more than fifty-five percent (55%) of the higher of total NAV or Committed Capital in real estate investments located in one jurisdiction;
3. The Company may only invest up to thirty-five percent (35%) of the higher of total NAV or Committed Capital in development, redevelopment or refurbishment capital expenditure (excluding acquisitions), which capital expenditures shall be undertaken by the Company's underlying SPVs;
4. The Company shall invest a minimum of four million Euro (EUR 4,000,000) in each real estate investment, whether through equity investments or loans. A real estate investment is considered as one investment if it consists of a number of adjacent properties or a number of properties that otherwise form one real estate complex;
5. The Company intends to provide loans to SPVs only as an activity ancillary to the investment strategy;

6. The maximum acquisition price for each real estate investment cannot be higher than the lower of the market value (market-approach-based value) and the redevelopment value (cost-approach-based value) provided by the Independent Valuer;
7. The Company may not invest more than twenty-five percent (25%) of the higher of the NAV or Committed Capital outside the Target Region;
8. The Company shall not invest in any real estate located in Malta.

These investment restrictions shall not apply during the Subscription Period and shall not apply after all commitments have been drawn and the fund has started selling SPVs and/or properties, starting from the 1<sup>st</sup> January 2023.

Investment in one real estate and for the purposes of calculations for the investment restrictions above shall be calculated as the amount of equity required to acquire the property.

#### Remedial Measures when investment limits are exceeded

If the investment restrictions as detailed above are exceeded, the Directors of the Company must present an action plan within thirty (30) days that results in the investment restrictions being met as soon as is reasonably practicable having regard to the best interest of the Investors and, in any event, within the period of six (6) months from the date of the discovery of the contravention of such restrictions.

#### Changes in the Investment Objective, Policies and Restrictions

If, at any time, the investment objective of the Company needs to be changed, the Company shall ask for the approval of the MFSA and shall notify the Investors in advance of the change with a notification period of at least thirty (30) calendar days. Investors are entitled to request the redemption of their Shares following the notification of a proposed change in the investment objective, in which case the Shares will be redeemed by the Company at such price per Share as is equivalent to the respective NAV per Investor Share of the relevant Class at the relevant time, net of such fees or expenses as may be applicable or as the Company may be entitled to deduct or recover therefrom in terms of this Offering Memorandum, except for the redemption fees, if any, which will be waived accordingly.

The Redemption Proceeds shall be paid to the relevant Investor as set out in this Offering Memorandum. The changes in the investment objective will only become effective after all redemption requests linked to the change in the investment objective and received during such notice period have been satisfied.

The Directors may, at the request of the Fund Manager, change the investment policies and restrictions provided they inform the Investors and the MFSA of any proposed changes at least thirty (30) calendar days before such changes take effect and provided they obtain the prior consent in writing of at least fifty percent plus one (50% + 1) of the Investors.

## Leverage and Borrowing

The Company may be leveraged up to a maximum of sixty-seven percent (67%) of the total Gross Asset Value (“GAV”) provided that the maximum leverage per investment does not exceed eighty-five percent (85%) of the value of the particular investment. The target leverage of the Company is sixty percent (60%).

It is important to note that leverage will not be utilised on a fund level, but at SPV level. The Company may use at an SPV level all the customary collaterals, such as pledge on the property, pledge on the shares of the SPV, bank account pledge, pledge on receivables, and other customary collateral and instruments used in bank financing. These collaterals will generally not be subject to reuse arrangements. The Company does not exclude the possibility of utilising syndicate loans on an SPV level. The Company will not provide any material guarantees on a fund level (exceeding 20% of NAV on aggregate) to the loans of its SPVs as these are non-recourse stand-alone loans backed primarily by the SPV and its assets. Apart from the guarantees on a fund level up to a maximum of 20% of NAV on aggregate, the Company will not provide other financial commitment in support of SPV borrowing.

## Investment through the use of Special Purpose Vehicles

The Company may use special purpose vehicles (“SPV”) to invest in the underlying assets. The Company will notify the MFSA in relation to the directors and shareholders of SPVs used by the Company. The Board of Directors will adhere to the following rules:

- a. The SPVs must be established in Malta or in a jurisdiction which is not an FATF Blacklisted country;
- b. The Company will at all times maintain the majority directorship of any SPV;
- c. The SPV shall be owned or controlled via a majority shareholding of the voting shares either directly or indirectly by the Company;
- d. The Board of Directors shall ensure that the investments effected through any SPV are in accordance with the investment objectives, policies and restrictions of the Company.

Apart from other means of finance, including bank borrowings, which may be sought by any SPV, the Company may provide the relevant SPV with the necessary funds to finance the relevant investments through a combination of:

- a. Capital contributions, by the acquisition of further capital participations and/or interest in the SPV, which shall be acquired and paid for out of the assets of Company and will thereafter constitute the assets of the Company; and
- b. Loan facilities, whether interest bearing or otherwise, which will be made solely and exclusively out of the assets of the Company. Any loan facility shall include the following terms:
  - i. The Company will not be obliged to honour any request for lending made by the SPV, whether in whole or in part, if at the time of any such request there are no sufficient liquid assets of the Company held in the form of cash in hand or in withdrawable bank deposits, or if the Directors deem it in the best interest of the Company and the Investors to finance other investments of the Company, whether directly or through the use of other SPVs, or to keep a reserve for actual, future or contingent liabilities;

- ii. Any amount borrowed by the SPV thereunder will be and become repayable upon the demand of the Company for such repayment to ensure the regular liquidity of the Company and to enable the Company to meet redemption requests made, where these cannot be paid from other cash or liquid assets otherwise available to the Company.

The proceeds of any advance made to the SPV thereunder shall be used by such SPV solely to finance the acquisition and asset management, refurbishment, redevelopment or development of its real estate investments which shall at all times reflect and be made in accordance with the investment objective and policies of the Company.

## Risk Factors

This section aims to set out the risk factors of the Company. Prospective Investors must ensure they are fully aware of the nature of this type of investment before committing to invest. Prospective Investors should carefully consider the risk factors set out below together with all information in this Offering Memorandum. If any of the circumstances identified in the risk factors were to materialise, the performance of the Company could be adversely affected and Investors could lose all or part of the value of their investment.

AN INVESTMENT IN ADVENTUM QUARTUM CENTRAL EUROPE SICAV P.L.C. INVOLVES SIGNIFICANT FINANCIAL, OPERATIONAL AND OTHER RISKS, INCLUDING THE RISK OF LOSS OF THE ENTIRE AMOUNT INVESTED AND MAY NOT BE SUITABLE FOR ALL INVESTORS.

The risks listed below should not be considered as an exhaustive list and complete explanation of all risks involved in investing in the Company. Prospective Investors are therefore strongly advised to read the entire Offering Memorandum and to investigate, analyse and carefully consider, and to consult their professional advisors regarding, the financial, tax, legal or other consequences of an investment in the Company in the light of their personal circumstances and the inherent risks of such an investment, which include but are not limited to the following:

### General Risks of Investing

The assets and liabilities of the Company are as a general rule subject to normal market fluctuations and other risks inherent in owning such assets and assuming such liabilities. These factors include, without limitation, changes in government rules and fiscal and monetary policies, changes in laws and political and economic conditions throughout the world and changes in general market conditions. There can be no guarantee that any profits will be realised by the Company and therefore by the Shareholders. The value of the investments and the income therefrom, and therefore the value of any income from Investor Shares, may go down as well as up and an Investor may not get back the amount of money he invests. Due to the charges which may be payable on the acquisition, disposal, redemption or exchange of shares, an investment in Investor Shares should be viewed as medium to long term. An investment in the Company should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all Investors. Risk factors may occur simultaneously and/or may compound each other resulting in an unpredictable effect on the value of the Investor Shares. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Investor Shares.

### Investments in Real Estate

The Company will be investing in real estate and its performance depends on the amount of income and capital appreciation generated by the relevant properties. Income and real estate values may also be adversely affected by other factors, including changes in applicable laws, interest rate levels and the availability of financing. If the properties do not generate sufficient income to meet operating expenses, including, where applicable, debt services, ground lease payments, tenant improvements and other capital expenditures, the performance of the Company may be affected.

### Illiquidity of Real Estate Investments

Investments in real estate are illiquid compared with other investments and therefore the ability of the Company to buy and sell a particular investment and its ability to vary its portfolio promptly in response to changes in economic or other conditions is limited.

### Fluctuations in Real Estate Market

The real estate investments of the Company may also be subject to the local and international economic climate and, in particular, conditions in the real estate market which may reflect an oversupply of, or reduced demand for, that particular real estate investment, changes in market rental rates, operating expenses, increases in property taxes, changes in zoning laws, environmental risks and property depreciation over time.

### Limited Transferability

The Directors retain their discretion to decline registering a transfer of Investor Shares. Accordingly, Shareholders may not be able to sell their investments to third parties and therefore may need to resort to the Company's redemption program, which may be subject to restrictions. Reference should be made to the relevant sections in this document concerning requests for redemptions.

### Valuation Risk

The valuation of some underlying assets, particularly real estate property, are subject to necessarily subjective assessments and valuations in the absence of publicly available information and a conclusive valuation. Consequently, their valuation may be inaccurate. The Company, and consequently Investors, incur a risk if the evolution of the actual value of the underlying is not in line with the evolution the Company forecasted when concluding the contract in relation to the underlying asset. In case the value of the contract or the underlying asset decreases, the Company will still have to accept the underlying asset at the price agreed upon in the contract. The Company could incur significant losses when the price determined in the contract is significantly higher than the current market price of the underlying asset.

### Lack of Operating History

The Company is a newly formed collective investment scheme and therefore does not have any established track record which would be utilised as a basis for evaluating its potential performance.

The Company may issue hypothetical performance results or forecasts for information purposes. Such information has an inherent limitation in that it has been prepared with the use of past performance which is not a guarantee of future results. Performance can and does vary between each Investor, trading strategy and the prevailing market situation at the time.

Any opinion, news, research, analysis, prices or other information contained on the Company's website or marketing material is provided as general market information and does not constitute investment advice or recommendation. The Company will not accept any liability for any loss or damage, including but not limited to, any loss of profits which may arise directly or indirectly from the use of such information.

## Limited Information

This Offering Memorandum does not disclose the current material information concerning any specific investments because the specific investments to be acquired by the Company have not been identified. This Offering Memorandum only outlines the general characteristics of the various strategies of the Company. Prospective Investors should therefore seek financial, tax and/or legal advice to evaluate the merits and risks of an investment in the Company.

## Management

The Company aims to maximise return on future investments by creating additional value and selling them at the best time to obtain the best price. However, there can be no assurance that the Company will be able to identify suitable investment opportunities or that such investment opportunities will be consummated or enable the Company to meet its investment objective or provide returns commensurate with the risk of investing in the Company.

## Investment in other AIFs

The Company may invest in other AIFs that are managed by Adventum Zrt, which is an AIFM having the same ownership as the Company and the Fund Manager and which is also directed by some of the Directors that are involved in the Company and the Fund Manager. Such investment may give rise to potential conflicts of interest.

## Dependence on Key Individuals

The Company will be dependent on the expertise of the functionaries of the Company as described herein and of any permitted delegates, consultants or advisors thereof. To the extent that such activities relate to the operations of the Company, the Company may be adversely affected if any of those officers of the Company responsible for these activities cease to participate in the operation of the Company.

The loss of such a key individual's services, such as through demise, disability, retirement or termination of the service agreement with the Company could cause the Company to suffer losses.

Shareholders will not be entitled to participate in the management of the Company or the conduct of its business unless they are appointed as members of the Board of Directors or of the Investment Committee.

## Foreign Currency

The value of an investment by the Company, in a currency which is different from the Base Currency may be affected by fluctuations in the value of the underlying currency or by changes in exchange control regulations, tax laws, withholding taxes and economic or monetary policies. Adverse fluctuations in currency exchange rates can result in a decrease in the net return and in a loss of capital. Investors will have a continuing exposure to, and be at risk of fluctuations in, the exchange rates of the currency of the Company and any investments, where different, and fluctuations in the exchange rates of the currency of the Company and the currency utilised by the Investor, where different.

### Borrowing and Hedging Risks

The Company may not be able to repay borrowings or may be forced to sell investments at a disadvantageous time in order to repay borrowings. Costs incurred in connection with the use of leverage, where applicable, may not be recovered by income or appreciation in the investments purchased and may be lost in the event of a decline of the market value of such investments.

### Political and Economic Risks

The value of Investor Shares and the income generated by the Company may be affected by uncertainties such as political or diplomatic developments, social and religious instability, changes in government policies, taxation and interest rates, currency repatriation and other political and economic developments in law or regulations and, in particular, the risks of expropriation, nationalisation and confiscation of assets and changes in legislation relation to the level of foreign ownership.

The introduction and enforcement of new laws and regulations by governmental authorities could have the effect of increasing the expense and lowering the income or rate of return from, as well as adversely affecting the value of, the assets of the Company. Changes in applicable laws and regulations may adversely affect or curtail the return and investment opportunities of the Company.

### Sustainability Risks

The Fund Manager concludes that no sustainability risks have been identified which are relevant to the investments of the Company that may have adverse impacts on the returns of the Company, after having considered the following adverse sustainability indicators indicated in Annex I of the Regulatory Technical Standards with regard to the content, methodologies and presentation of disclosures pursuant to Article 2a(3), Article 4(6) and (7), Article 8(3), Article 9(5), Article 10(2) and Article 11(4) of Regulation (EU) 2019/2088 (the “RTSs”) issued by European Supervisory Authorities (“ESAs”) relating to the following:

- a. Greenhouse gas emissions;
- b. Carbon footprint;
- c. Exposure to companies in the fossil fuel sector;
- d. Biodiversity;
- e. Emissions to water;
- f. Hazardous waste ratio;
- g. Violations of UNGC principles of OECD Guidelines;
- h. Unadjusted gender pay gap;
- i. Board gender diversity;
- j. Exposure to controversial weapons;
- k. Exposure to fossil fuels through real estate assets;
- l. Exposure to energy-inefficient real estate assets.

The Fund Manager does not consider any of the above sustainability risks to be relevant risks which may have adverse impacts on the returns of the Company.

### Market Risk

Investments are subject to normal fluctuations in the relevant market and the risks inherent in all investments and there are no assurances that appreciation or income generation will occur and the value

of the Investor Shares may go down. Generally, value or price movements in the markets in which the Company may invest can be volatile and are influenced, among other things, by higher or lower volatility which can be caused by a wide range of factors, including changing supply and demand, government trade and fiscal policies, national and international political and economic events, military actions, central bank actions and changes in interest rates.

Since the Company may enter into agreements with Investors for committing funds for the Subscription at a future date to shares at a specific price, Investors should note that the Company may issue shares at a discount with respect to its then current NAV, and in terms of such agreements there will be a risk of dilution to the NAV of the Company.

Investors would in effect be subscribing for such shares at a discount if the NAV per share prevailing at the time the draw-down request is made exceeds the price at which the investor had agreed to subscribe for shares in terms of such agreement. On the other hand, if the NAV per unit at the time a draw-down request is made is lower than the price at which the investor had agreed to subscribe for shares in terms of such agreement, the Investor would, in effect, be paying a premium for such shares.

### Institutional Risks

The Depositary will be responsible for the safekeeping of the assets of the Company but other institutions such as brokerage firms and banks may have custody of the assets of the Company as sub-custodians. Such firms may encounter financial difficulties which impair the operating capabilities or the capital position of the Company.

### Credit Risk

Investors should be aware that such an investment might involve credit risk. Bonds or other debt securities held for the Company involve credit risk due to the possibility of default by the issuer. This risk may be evidenced by the issuer's credit rating. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties, this may affect the value of the relevant securities (which may be zero) and any amounts paid on such securities (which may be zero). This may, in turn, affect the NAV per share.

### Fixed-Income Investments

The value of the fixed-income securities that the Company may invest in will generally fluctuate inversely to the general levels of interest rates. When interest rates fall, the value of the Company's fixed-income securities can be expected to rise. Likewise, when interest rates rise, the value of such securities can be expected to fall.

### Potential Lack of Diversification

The Company does not have fixed guidelines for diversification other than the investment restrictions disclosed herein. Therefore, the Company may be less diversified and more volatile. A significant percentage of investments may, at any time, be limited to a particular market sector, region or industry and accordingly may be subject to a more rapid change in value than would be the case if there were a requirement to maintain a wide diversification among companies, industries, regions and types of asset

classes. Although the Company's portfolio will generally be diversified, this may not be the case at all times.

### Substantial Investors

Investors in the Company may include several Investors which invest a substantial amount and consequently hold a large number of Investor Shares in the Company ("**Substantial Investor**"). The presence of a Substantial Investor helps to mitigate the burden of the fixed costs of the Company by spreading the impact of such costs over a larger NAV. However, any large redemption by a Substantial Investor will raise the impact of such fixed costs on the remaining Investors. Large orders to purchase or sell Investor Shares in the Company by Substantial Investors may also result in a parallel investment or disinvestment transactions by the Company in one or more of the underlying assets, which may have an impact on the NAV of the Company.

### Tax and Legal Risks

The tax consequences to the Company and Shareholders, the ability of the Company as a foreign investor to invest in the markets and to repatriate assets including any income and profit earned on those assets and other operations of the Company are based on existing regulations and are subject to change through legislative, judicial or administrative action in the various jurisdictions in which the Company or its service providers operate. There can be no guarantee that income tax legislation and laws or regulations governing the Company's operations and investments will not be changed in a manner that may adversely affect the Company.

### Illiquidity of Investor Shares

There will be no secondary market for the Investor Shares and accordingly a Shareholder may only dispose of his Investor Shares by submitting a request for redemption or by transferring his shares to other investors OTC. There is no assurance that the Company will be able to liquidate the portfolio of assets attributable to the Investor Shares without losses. These losses might have an adverse effect on the NAV of the Company and as a consequence on the Redemption Proceeds to be paid to the redeeming Shareholder. In the event of unsettled market conditions or if for any other reason the Company is unable to liquidate its investment or if it is obliged to suspend dealings in its Investor Shares, the Company may be unable to redeem Investor Shares. Reference should be made to the relevant sections in this document concerning requests for redemptions and suspension of redemption requests, which may have an effect on the liquidity of the Investor Shares.

### Substantial Redemptions

Substantial redemption of Investor Shares could require the Company to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the Investor Shares. In these circumstances, the Company may defer redemptions. Substantial redemptions might cause the liquidation of the Company.

Illiquidity in certain markets could also make it difficult for the Company to liquidate positions on favourable terms, thereby resulting in a decrease in the value of the assets. In these circumstances, the

non-redeeming Shareholders will bear a disproportionate risk of any decline in the value of the Company's assets subsequent to the redemptions.

### Suspension of Redemptions

The Directors shall have the power to suspend the redemption of Investor Shares for which redemption requests have been received if they determine that the calculation of the Net Asset Value is not practicable or reasonable, or that redemption would involve the realisation of assets of the Company which in the opinion of the Directors could, if realised at that particular moment in time, adversely affect and prejudice the interest of Shareholders.

No new issue of Investor Shares will take place during any period when the redemption of Investor Shares has been suspended.

Notice of the suspension of redemption will be given to any Shareholder tendering his Shares for redemption. The redemption will then take place on the first Redemption Day following the end of the suspension.

### Suspension of NAV Calculation

The Company reserves the right to suspend the calculation of the Net Asset Value. In such cases, a Shareholder may be unable to redeem his Investor Shares within the timeframes described in this Offering Memorandum.

### Mandatory Redemptions

The Company reserves the right to request a Shareholder to redeem its total shareholding, within one (1) Business Day of a notice of intent to do so, in the event that the holding of Investor Shares by the Shareholder concerned may result in regulatory, pecuniary, legal, taxation or material administrative disadvantage for the Company or the Shareholders as a whole, or, if on any Valuation Day, the total value of the Investor Shares held by the Shareholder is less than the Minimum Initial Investment.

### Conflicts of Interest

The Company is or may be subject to various conflicts of interest arising out of its relationship (or the relationship of the Company's Directors or parties connected to them) with the persons or entities involved in the management of the Company or offering services to it and/or any service providers or their respective group companies and affiliates, and their officers and shareholders or other parties connected to them. The Directors may also be directors of other companies in which the Company may invest, which could result in conflicts of interest.

The persons managing the Company, including the Directors and the Fund Manager, may have equity stakes in the funds with which they are involved, or own or have an interest in one or more assets that are also owned by such funds. Conflicts of interests in these circumstances cannot be ruled out.

Should any potential conflicts of interest arise, the conflicted party should inform the Board of his conflict and should abstain from voting on such matter on which he has a conflict of interest.

The Company will ensure fair treatment of all its Shareholders and no Shareholder may have the right to obtain any preferential treatment.

#### Performance Fees

The performance fees payable to the Fund Manager may incentivise the Fund Manager to take higher risks. Furthermore, the amount of performance fees payable to the Fund Manager is not subject to any cap or maximum amount. The increase in NAV used as a basis for calculation of the performance fee may involve both realised as well as unrealised gains as at the end of the calculation period. Accordingly, the performance fees may be paid on unrealised gains which may subsequently never be realised by the Company.

The Company will not utilise an equalisation method. "Equalisation" refers to an accounting methodology, designed to ensure that not only is the Fund Manager paid the correct incentive, performance or profit shareholding fee, but also that the incentive fees are fairly allocated between each Investor in the Company. When purchasing and/or redeeming Shares in the Company, Shareholders may accordingly indirectly underpay or overpay an under-performance accrual or an over-performance accrual as the case may be.

#### Redemption Limit

The Company will be operating on a closed-ended basis and thus Investors will not have a general right or opportunity to redeem their Investor Shares at any point in time. In this regard, until the full draw down of the Committed Capital, no Investor may submit a Redemption Notice during the investment period. Therefore, prospective Investors should note that once they subscribe into the Company they would not be in a position to submit a Redemption Notice before the expiry of such period.

The Company also has in place an early exit penalty should an Investor decide to submit a Redemption Notice before the expiry of the term of the Company.

Upon receipt of Redemption Notices, the Company may decide to limit redemptions to a maximum of twenty percent (20%) of the NAV of the Company. The Company will only do so in the eventuality where redemptions of all Redemption Notices would result in significant losses due to forced liquidation of the assets, which would not be in the best interests of the Company and the Investors.

## Functionaries

### Board of Directors

The Company's Board of Directors will be composed of three Directors approved by the MFSA and appointed by the holders of the Founder Shares. The initial Board of Directors will be composed of the following:

#### Mr. Kristóf Bárány

**Mr. Kristóf Bárány** is currently the Managing Partner of Adventum Zrt., Managing Partner at GRW Invest and Venture Partner at Buran Venture Capital. He has graduated from Corvinus University in Budapest in 2004 with a Master in Economics. Following this, Mr. Bárány studied for and successfully obtained the Chartered Financial Analyst qualification from the CFA Institute in 2009. Mr. Bárány has over fourteen (14) years of experience in the investment management industry and has held mostly managerial and directorship positions.

Mr. Bárány is the holder of ninety-three percent (93%) of the shares issued by GRW International Ltd, a private limited liability company to be incorporated in Malta with the sole purpose of holding shares in the Company and in Adventum International Ltd.

#### Mr. Balazs Deim (Independent Director)

**Mr. Balázs Deim** is currently the CEO of Adventum Fund Management Co. in Budapest, which is regulated as an Asset Manager by the Hungarian National Bank, where he is responsible for its operational management. Prior to this, Mr. Deim was a Real Estate Portfolio Manager and member of the board of directors of CARION Fund Management Co. in Budapest. Prior to this, he also worked as a Development Director with NTD-Hungary Ltd and as a Securities Project Manager with Cashline Securities. Mr. Deim has graduated in Law and Economics from the Pázmány Péter Catholic University in 2005, before which he also obtained a Master of Science degree from Corvinus University in 2002.

#### Mr. Kyle Debono (Director and Money Laundering Reporting Officer)

**Mr. Kyle Debono** has over ten (10) years' experience in the financial services industry through which he has gained hands-on experience across a selection of different roles such as fund advisory, portfolio management, investment consultancy, governance, risk and compliance. He currently holds positions with various financial services entities including roles as Director, Investment Committee Member, Compliance and Risk Officer, Company Secretary, Portfolio Manager, and Business Consultant. He is also a visiting lecturer within the Banking and Finance Department (FEMA Faculty) of the University of Malta.

Mr. Debono holds a Bachelor of Commerce in Banking and Finance (Honours) degree from the University of Malta and a Master in Finance specialising in Financial Sector Management, from the University of London. Mr Debono is an avid researcher and attends various seminars and courses throughout the year covering various topics relating to the financial services industry and beyond. He is a member of various entities such as the Malta Association of Compliance Officers (MACO) and sits on the Investment Subcommittee of the Institute of Financial Services Practitioners (IFSP).

## Depository and Prime Broker

Pursuant to a depository agreement (the “**Depository Agreement**”) entered into between the Company, the Fund Manager and the European Depository Bank SA, Malta Branch on [◆], the Company has appointed **European Depository Bank SA, Malta Branch** as the single depository and prime broker of the Company (the “**Depository**”) in terms of the AIFMD and applicable Maltese law.

The Depository is a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg as a credit institution, having its registered office at 3, Rue Gabriel Lippmann, L-5365 Munsbach and registered with the Luxembourg Register of Trade and Companies under number B. 10700 and is registered as an oversea company with the Malta Business Registry under number OC1318, having its principal place of business at Central Business District Zone 1, Q3 Level 9, Triq l-Esportaturi, Birkirkara, CBD 1040, Malta. The Depository is authorised under the Investment Services Act (Chapter 370, Laws of Malta) and licensed by the MFSA to act, *inter alia*, as a depository of collective investment schemes such as the Company.

The duty of the Depository is to provide safekeeping, oversight and cash monitoring functions in accordance with the AIFMD and applicable Maltese law.

Under the Depository Agreement, the Depository is liable for:

- a. any loss suffered as a result of the Depository’s negligence or intentional failure to properly fulfil its obligations; and
- b. the loss of assets held in custody (i.e. those assets which are required to be held in custody under the AIFMD) or in the custody of any sub-custodian unless it can establish that the loss has been incurred as a result of an external event beyond its control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

In relation to any other liability, the Depository’s liability is limited or excluded under the Depository Agreement unless such limitation or exclusion would amount to an exclusion or liability of any obligation or liability under the AIFMD or applicable Maltese law.

The Depository may delegate some of its depository functions to financial institutions, sub-custodians and nominees (each a “**Sub-Custodian**”) provided its liability will not be affected by the fact that it has entrusted to a Sub-Custodian some or all of the assets in its safekeeping. In order for the Depository to discharge its responsibility under the MFSA Rules, the Depository must exercise all due skill, care and diligence in the selection and appointment, periodic review and ongoing monitoring of Sub-Custodians.

The Fund Manager will disclose to Investors before they invest in the Company, any arrangement made by the Depository to contractually discharge itself of liability. In the event that there are any changes to the Depository’s liability, the Fund Manager will inform Investors of such change(s) without delay.

The Depository Agreement provides that the Depository shall not re-use, and shall not grant any Sub-Custodian the right to re-use, any assets for its own account or the account of other clients, unless otherwise agreed between the Company and the Depository.

The Depositary Agreement has been entered into for an unlimited duration and may, unless grounds subsist for immediate termination, be terminated by the Company, Fund Manager or Depositary by serving a minimum of ninety (90) days' prior written notice.

The Depositary Agreement is governed by the laws of Malta and subject to the jurisdiction of the Maltese courts.

The Depositary is not responsible for the contents and/or approval of this Offering Memorandum.

The Depositary is entitled to receive fees and reimbursement of expenses, out of the assets of the Company, for the provision of its services. The remuneration payable to the Depositary is prescribed in this Offering Memorandum and the Depositary Agreement.

### Fund Manager

The Company has appointed Adventum International Ltd as its Fund Manager. Adventum International Ltd is a private limited liability company incorporated on the 5<sup>th</sup> October 2018 and having its offices at 215/1, Old Bakery Street, Valletta VLT 1451, Malta. It is licensed by the MFSA as a Category 2 Investment Services Licence Holder to operate as an Alternative Investment Fund Manager with licence number IS/88511. Adventum International Ltd will be responsible for the portfolio management and for the risk management function of the Company in accordance with the provisions of the Investment Management Service Agreement entered into by the Company and Adventum International Ltd, which is subject to the jurisdiction of Malta.

In order to cover any potential professional liability risks resulting from the activities which it will be carrying out, Adventum International Ltd will hold at all times additional own funds equal to 0.01% of the value of the portfolios of AIFs under its management, which value shall be the sum of the absolute value of all assets of all AIFs managed by the Fund Manager, including assets acquired through use of leverage, in line with Article 14 of Commission Delegated Regulation No 231/2013.

The Board of Directors of the Fund Manager will be composed of six individuals:

**Mr. Kristóf Bárány**

Brief CV above.

**Mr. Kyle Debono**

Brief CV above.

**Mr. Géza Széphalmi** is the founder, President and CEO of the VBL Group, a fully integrated real estate company focusing on the capital city of Malta, the largest private owner of real estate in Valletta. Previously, Mr. Széphalmi was the Managing Director of PineBridge Investments, an eighty-five billion dollar (USD 85,000,000,000) global investment company, responsible for direct investments in various emerging markets.

Mr. Széphalmi served as Chairman of the Hungarian Venture Capital and Private Equity Association, was member of the OECD Business Advisory Board, Vice Chairman of the International Energy Charter, and served also as a Chairman of SGLH, Hungary's oldest charity organisation. Mr. Széphalmi was board member of a number of large enterprises, all market leaders on their respective fields, such as Waberers, TriGranit, Work Service, Magyar Hirlap, and Syndicatum Sustainable Resources, amongst others.

Mr. Széphalmi has graduated from the Bristol University in International Law, from the ELTE as a Doctor of Law and Political Sciences, and from the University of Innsbruck in International Business Transactions.

**Mr. Keith Huber** has a strong background in bank capital modelling, risk management and financial derivatives and possesses significant experience in the banking sector. He is approved by the MFSA as a Risk Manager for a trade finance fund and has obtained an in-principal approval to sit on the board of directors as an executive director of an AIFM. Mr. Keith Huber is also a part-time lecturer at the University of Malta.

Mr. Huber currently heads the risk team and manages the Malta operations of the Markham Rae Group. Markham Rae is a London-based AIFM managing strategies that deal primarily in fixed income and foreign exchange markets. He started his career as an economist at the Central Bank of Malta in 2006 before moving to Nemea Bank as a Risk Officer until 2010. Later on, Mr. Huber occupied a senior role at one of the most dynamic and fastest growing banks in Malta, MeDirect Bank.

Mr. Keith Huber holds a Bachelor of Commerce in Economics, Banking and Finance degree from the University of Malta, and a Master in Finance degree with distinction, specialising in risk management, derivatives valuation and financial engineering from the University of York, UK. He has also obtained a Dealing Certificate that covers fixed income and forex financial instruments from the ACI Financial Markets Association in 2008.

**Mr. András Marton** is currently the Country Manager for Poland with CPI Property Group, based in Budapest and Warsaw, responsible for the management of several real estate property with value of over five hundred million Euro (EUR 500,000,000). Prior to that, he has worked as an Asset Manager with CBRE Global Investors Kft., as a Principal with Resolution Capital Management Kft. and also as a Transaction Manager with GLL Real Estate Partners GmbH. In all of these positions, he was focused on real estate management, restructuring and advisory.

Mr. Marton has graduated with a Master in International Management degree from HEC Paris in 2004 and a Diploma in Corporate Finance from Corvinus University of Budapest in 2006. Following this, Mr. Marton studied for and successfully obtained the Chartered Financial Analyst qualification from the CFA Institute in 2009.

**Mr. Brian O'Callaghan** is a Director of a number of financial services companies, including investment funds and fund managers. During a 20-year career in finance and business, Mr. O'Callaghan spent more than a decade as a CEO or COO of investment management firms.

Mr. O’Callaghan was previously CEO of Compass Asset Management, which was based in Almaty, Kazakhstan. Compass Asset Management focused on investing in Central Asia through hybrid funds whose mandates included both public markets and private equity. Before joining Compass Asset Management, Mr. Brian O’Callaghan was CEO of Renaissance Investment Management (UK) Ltd, part of the emerging markets-focused Renaissance Group. Prior to his appointment as CEO, Mr. O’Callaghan served as the company’s COO.

Before joining Renaissance Investment Management (UK) Ltd, Mr. O’Callaghan co-founded and spent five years as the COO of Holte Capital, a London based, market neutral, special situations hedge fund that focused on Western Europe. Mr. Brian O’Callaghan began his career in strategy consulting with SJH & Co, initially in Boston, USA, and then later in Warsaw, Poland.

Mr. Brian O’Callaghan is a Canadian and Irish dual national and resident of Malta, where he has been approved by the MFSA to hold various regulated positions. Brian holds a Bachelor of Arts degree in economics awarded from Harvard University and is a Certified Professional Risk Manager (PRM) with the Professional Risk Managers’ International Association (PRMIA).

### Administrator

Pursuant to an administration agreement (the “**Administration Agreement**”) entered into between the Company and **Alter Domus Fund Services (Malta) Limited**, the Company has appointed the latter as the administrator, registrar and transfer agent of the Company.

The Administrator was incorporated in Malta on 4<sup>th</sup> May 2011 in order to provide services as an administrator, registrar and transfer agent to collective investment schemes. The Administrator is recognised by the Malta Financial Services Authority in terms of the Investment Services Act as a fund administrator and is additionally authorised to act as depositary for certain types of collective investment schemes. The Administrator forms part of the Alter Domus group.

In terms of the Administration Agreement, the Administrator is responsible under the overall supervision of the Board for, inter alia, the general administration of the Company, which includes keeping the register of Shareholders of the Company, the proper book-keeping of the Company, arranging for the issue and redemption of Investor Shares of the Company, and calculating the Net Asset Value and NAV per Share of the Investor Shares of the Company.

In calculating the Net Asset Value in accordance with the rules set out in this Offering Memorandum, the Administrator may, pursuant to the Administration Agreement, rely on, without enquiry, and will not be responsible for the accuracy of, financial data, opinion, advice or any information furnished to it by the pricing sources set out in the Fund Manager’s valuation policies and procedures, the Memorandum and Articles and this Offering Memorandum, or in the absence of any such pricing sources, any pricing sources on which the Administrator may choose to rely with the Fund Manager’s prior approval. If the Fund Manager or other delegate appointed by the Company and/or the Fund Manager are responsible for or otherwise involved in the pricing of the Company’s investments in accordance with the Fund Manager’s valuation policies and procedures, the Administrator may accept, use and rely on such prices in determining the Net Asset Value and shall not be liable to the Company in so doing.

The Administrator is not responsible and has not been delegated the role of monitoring the adherence by

the Company with any investment objective, investment policy, investment restriction, borrowing restriction, operating guideline or other restrictions established for or imposed upon the Company and disclaims any liability in this regard.

The Administrator is entitled to be indemnified by the Company against all liabilities, damages, loss, claims and expenses (including without limitation legal fees on a full indemnity basis and amounts reasonably paid in settlement) arising out of any claims asserted or threatened against the Administrator (other than those as a direct result of the Administrator's wilful default, bad faith, fraudulent behaviour or gross negligence in carrying out its duties) in performing its obligations or duties. The Administrator has agreed to indemnify the Company against any losses or damage suffered solely as a direct result of the Administrator's wilful default, bad faith, fraudulent behaviour or gross negligence in carrying out its duties under the Administration Agreement.

The Administration Agreement may be terminated by either party upon not less than 90 days' prior written notice (or such other shorter period as the parties may agree). In all cases, the Administration Agreement may be terminated without notice in the case of material breaches, liquidation of a party, breach of representations and warranties and/or if it ceases to be lawful for the Administrator to continue to provide its services.

The Administration Agreement is regulated by the laws of Malta and subject to the jurisdiction of the Maltese courts.

#### Independent Valuer

The Company will appoint CBRE Group Inc. (or local subsidiaries or affiliates) as external valuers, with the responsibility of valuing the real estate investments of the Company.

**CBRE Group**, Inc. is a Fortune 500 and S&P 500 company headquartered in Los Angeles, is the world's largest commercial real estate services and investment firm (based on 2017 revenue) and is listed on the New York Stock Exchange. The company has more than 80,000 employees (excluding affiliates) and serves real estate investors and occupiers through more than 450 offices (excluding affiliates) worldwide. CBRE offers a broad range of integrated services, including facilities, transaction and project management, property management, investment management, appraisal and valuation, property leasing, strategic consulting, property sales, mortgage services and development services.

More detail about CBRE Group may be found on their website [www.cbre.com](http://www.cbre.com). The contact details of the headquarters of the group are:

400, S. Hope Street,  
25<sup>th</sup> Floor  
Los Angeles,  
California CA 90071  
United States of America

#### Auditors

Ernst & Young Malta Limited have been appointed as independent auditors of the Company. Ernst & Young Malta Limited will be responsible for the yearly Audit of the Company.

The Auditors will be entitled to receive a fee payable by the Company, details of which are found in the section 'Fees, Charges and Expenses' in this Offering Memorandum.

#### Legal Advisors

The legal advisors of the Company are Zerafa Advocates of 215/1, Old Bakery Street, Valletta, VLT 1451, Malta, a firm specialised in corporate and financial services law.

#### Money Laundering and Compliance Officer

Mr. Kyle Debono shall act as and assume the role of Money Laundering Reporting Officer and Dr. Omar Zerafa shall act as and assume the role of Compliance Officer, both under the terms and conditions of the separate agreements entered into with the Company to this effect.

#### Company Secretary

Dr. Emerson Bonello shall act as and assume the role of Company Secretary.

#### Central Securities Depository

The Central Securities Depository responsible for keeping the class of dematerialised shares, the Investor Shares A, will be the Malta Stock Exchange.

## Information about the Company

#### Organisation of the Company

The Company was incorporated under the laws of Malta as a public investment company with variable share capital (SICAV) on the 20<sup>th</sup> February 2019 and is licensed by the MFSA as an Alternative Investment Fund with licence number SV 506.

#### Share Capital

The share capital of the Company shall be equal to the value of the issued share capital at any point in time. The Company may issue up to a maximum of six thousand (6,000) Shares without any nominal value assigned to them. The paid-up share capital of the Company shall at all times be equal to the NAV of the Company as determined in accordance with the Memorandum and Articles.

The Memorandum and Articles provide that unissued Shares are at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and upon such terms and conditions as the Directors may determine. All Shares will be issued in registered form only and share certificates will not be issued to Shareholders.

The Company does not intend to pay any interest or effect any dividend payment to any of its Shareholders.

#### Founder Shares

The Company has issued one thousand two hundred (1,200) Founder Shares with no nominal value, which Founder Shares constitute a separate class of Shares of the Company. One thousand one hundred ninety-

nine (1,199) Founder Shares have been issued to GRW International Ltd and one (1) Founder Share has been issued to Mr. Kristóf Bárány.

Founder Shares entitle their holders the right to receive notice of, attend and vote on, any matter requiring the approval of the Shareholders as detailed in the Memorandum and Articles of the Company. Holders of Founder Shares shall not be entitled to participate in any dividends or other distribution of the Company or in the assets of the Company upon the winding up, with the exception of the balance from the initial share capital contributed by such holders of Founder Shares after payment of all the amounts due to the holders of Investor Shares. Only the holders of Founder Shares have the right to nominate Directors of the Company.

### Voting Rights

Subject to any rights or restrictions relating to a specific Class or Classes of Shares, every Shareholder present in person or by proxy and entitled to vote on a particular matter may vote by show of hands. Such Shareholder voting in person or by proxy shall have one vote for every voting Investor Share of which he is the holder. In terms of the Memorandum and Articles, holders of Investor Shares have the right to receive notice of, attend and vote solely with respect to the following matters:

- a. The variation of rights attached to a Class of Shares; and
- b. The amendment to the investment objective of the Company.

### Changes in Share Capital

The Company may increase or reduce its authorised share capital by an extraordinary resolution of the Founder Shareholders.

### Amendments to the Memorandum and Articles

The Memorandum and Articles may be altered or amended only by an extraordinary resolution of the Founder Shareholders.

### Repurchase of Investor Shares

Under the Companies Act, the Company is permitted to repurchase or redeem its Investor Shares without restriction. Repurchased or redeemed Investor Shares shall be treated as cancelled and deemed never to have been issued for the purpose of calculation of the maximum number of Investor Shares which may be issued and shall be available for reissue by the Company at any time in the future. Redemptions of Investor Shares will be based on the NAV per Share calculated in accordance with the Memorandum and Articles and the Offering Memorandum.

### Issue of Investor Shares at a Discount

The Company may issue Shares at a discount to an existing Investor who has entered into a Capital Commitment with the Company, which discount shall be in consideration for such Capital Commitment, provided that:

- a. Such discount shall apply exclusively to any outstanding commitment arising under the Capital Commitment made by such Investor;

- b. Such discount is applied in terms of the Memorandum and Articles;
- c. In no event shall the value of the Shares issued at a discount be reduced to below the price agreed to in the Subscription Application entered into by such Investor.

### Early Closure of the Company

The Company may be liquidated in the eventuality that its assets are not sufficient to meet its liabilities. Subject to the prior approval of the MFSA, the Company may also be closed by the Directors. If there are outstanding Investor Shares in the Company, the consent in writing of seventy-five percent (75%) of the Shareholders will be required in terms of the Memorandum and Articles, unless the Directors are exercising their powers under the section 'Mandatory Redemptions' in this Offering Memorandum.

### Duration

The Company has been incorporated for a limited period until the end of December 2025, unless otherwise closed or liquidated as described herein. The Directors have a one-time unilateral discretion to extend the duration of the Company for an additional two-year period.

### Liquidation of the Company

Apart from the rules applicable to the closure of the Company in the Memorandum and Articles and the Offering Memorandum, the Company may be wound up and dissolved either voluntarily or under court supervision. Upon the winding up or dissolution, the assets of the Company available for distribution shall be distributed to the holders of Investor Shares in proportion to their shareholding. Should there be any outstanding amount which has not been claimed by any Shareholder entitled to such distribution, such outstanding amount shall be deposited in an account in the Shareholder's name with a trustee selected by the liquidator. Any amount not collected within a period of ten (10) years will be donated to UNICEF.

Once the Company has been liquidated, the Company may be dissolved and wound up either voluntarily or under court supervision. The voluntary liquidation of the Company shall be carried out in terms of the applicable rules in the Memorandum and Articles.

### Prevention of Money Laundering and Funding of Terrorism

The Company falls within the definition of a subject person in terms of the PMLA. The Company is therefore bound to follow the procedures in the PMLA, the PMLFTR and the Implementing Procedures issued by the Financial Intelligence Analysis Unit in Malta.

The Company has appointed Mr. Kyle Debono as Money Laundering Reporting Officer who has delegated the day-to-day collection and vetting of due diligence documents to the Administrator. The MLRO retains ultimate responsibility for all prevention of money laundering and financing of terrorism obligations of the Company.

Subscribers to Investor Shares should therefore understand that they will be required to submit a list of due diligence documents to the Administrator for the Know-Your-Client checks before their request to subscribe in the Company is accepted. The Company may reject a Subscription Application if it is not

accompanied by all the requested documents. Likewise, the Company may reject to redeem Investor Shares if the Redemption Notice is not accompanied by the required due diligence documents. The Company will only transfer Redemption Proceeds to the same bank account where the monies invested originated from, save in exceptional circumstances where the Company may make some exceptions on a case by case basis and subject to additional due diligence checks.

The Company reserves the right to require any documentation at any point in time to be in a position to conduct ongoing monitoring of its Shareholders.

## Conflict of Interest

The Directors of the Company and any Depositary, Administrator or other service providers of the Company, other companies within their respective groups and their officers and major shareholders are or may be involved in other financial, brokerage, investment or other professional activities which, in the course of their business, may on occasion give rise to conflicts of interest with the Company. In such circumstances, such persons will have appropriate regard to their respective obligations under the agreements appointing them to act in the best interests of the Company, so far as practicable having regard to their obligations to other clients or schemes.

Having regard to these obligations, the Company may buy investments or sell investments to such persons, provided that such dealings are on an arm's length basis and on terms no less favourable to the Company than could reasonably have been obtained had the dealing been affected with an independent third party. Such persons may also hold Shares in the Company but they shall have no preference with respect to other Investors. Should a conflict of interest arise, the Directors will endeavour to ensure that it is resolved fairly and the Company shall not be disadvantaged.

## Data Protection

As part of the application process, all prospective Investors are required to submit various documents to the Company. These are required to enable completion of the application process and for the Company and the relevant service providers to comply with the relevant legislation. Any personal data received will be processed by the Company and the Administrator in accordance with the GDPR.

The Company is committed to collect, process, handle and store personal data in accordance with the principles laid down in the GDPR. In this regard, any personal data shall be:

- a. Processed lawfully, fairly and in a transparent manner in relation to its data subject;
- b. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- c. Adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- d. Accurate and kept up to date, or else every reasonable step must be taken to ensure that any inaccurate personal data is erased or rectified without delay;

- e. Kept in a form which permits identification of data subjects for no longer than is necessary and for the purposes for which the personal data is processed, unless it is kept for archiving purposes in the public interest;
- f. Processed in a manner that ensures appropriate security and confidentiality of the personal data, including protection against unauthorised or unlawful processing.

In the normal course of business, the personal data of the Shareholder will not be made available to anyone other than the Company and the Administrator. However, there may be instances where the Company may be required to transfer data at any time to comply with the legislation in force and with any orders it receives from any authority. Furthermore, should there be any change in the Administrator, the personal data of Subscribers may be transferred to the new Administrator to the extent necessary for such new Administrator to carry out its functions effectively.

The Company has in place a Data Protection Policy which will be made available upon request.

## Subscriptions

### General

Subscription Applications should be addressed to the Company and sent to the Administrator by email and in original duly signed. Any other requests by prospective shareholders should be sent in writing by email or post.

Once the Company accepts the Subscription Application and upon a Subscription, it will only issue Investor Shares in registered form. Therefore, the Company will not issue share certificates but will keep records of its Shareholders in the register of Shareholders held by the Company. The Company will also provide the Shareholder with a contract note, which is a written confirmation of ownership of Investor Shares. Subscription Application shall be made for an amount which is not less than the Minimum Initial Investment and not more than the Maximum Investment.

### Price of Shares until the Initial Closing Date

Before the Initial Closing Date, Investor Shares shall be offered at the Initial Offering Price.

Subscription moneys in respect of a Subscription must be paid in the currency of the relevant share class and must be received by 5.00pm (CET) on the Initial Closing Date. If the Fund Manager considers in good faith that it is in the best interests of the Company to do so, it may use subscription monies received on or before the Initial Closing Date to purchase assets in terms of the investment objective of the Company.

## Subsequent Subscriptions

After the Initial Closing Date, the Company may accept further Subscription Applications until the Subsequent Closing Date. During such subsequent subscription period, the price of Investor Shares will be calculated as the NAV or the price as detailed below (whichever is higher):

<b>Date of Subscription</b>	<b>Price</b>
From the 4 <sup>th</sup> June 2019 until the 30 <sup>th</sup> June 2019	€ 100,000
From the 1 <sup>st</sup> July 2019 until the 31 <sup>st</sup> July 2019	€ 100,740
From the 1 <sup>st</sup> August 2019 until the 31 <sup>st</sup> August 2019	€ 101,589
From the 1 <sup>st</sup> September 2019 until the 30 <sup>th</sup> September 2019	€ 102,438
From the 1 <sup>st</sup> October 2019 until the 31 <sup>st</sup> October 2019	€ 103,260
From the 1 <sup>st</sup> November 2019 until the 30 <sup>th</sup> November 2019	€ 104,110
From the 1 <sup>st</sup> December 2019 until the 31 <sup>st</sup> December 2019	€ 105,753
From the 1 <sup>st</sup> January 2020 until the 31 <sup>st</sup> January 2020	€ 107,452
From the 1 <sup>st</sup> February 2020 until the 29 <sup>th</sup> February 2020	€ 109,151
From the 1 <sup>st</sup> March 2020 until the 31 <sup>st</sup> March 2020	€ 110,740
From the 1 <sup>st</sup> April 2020 until the 30 <sup>th</sup> April 2020	€ 112,438
From the 1 <sup>st</sup> May 2020 until the 31 <sup>st</sup> May 2020	€ 114,082
From the 1 <sup>st</sup> June 2020 until the 30 <sup>th</sup> June 2020	€ 115,781
From the 1 <sup>st</sup> July 2020 until the 31 <sup>st</sup> July 2020	€ 117,425
From the 1 <sup>st</sup> August 2020 until the 30 <sup>th</sup> April 2022	€ 120,000

There may be numerous Subsequent Subscriptions until the Subsequent Closing Date and the Board may, at its discretion appoint numerous dates for such Subsequent Subscriptions. Furthermore, Subscription moneys in respect of a Subscription must be paid in the currency of the relevant share class and must be received by 5.00pm (CET) of such dates. If the Fund Manager considers in good faith that it is in the best interests of the Company to do so, it may use subscription monies received on or before the Subsequent Closing Date to purchase assets in terms of the investment objective of the Company.

## Subscription Procedure

For the Company to process a Subscription Application during the Subscription Period, the Subscription Application must be duly completed, signed and sent to the office of the Administrator together with the Subscription Agreement, including the amount of Committed Capital, the Subscription Checklist and the Declaration Form attached to this Offering Memorandum as Appendices A, B and C, together with any other supporting documentation. The prospective Investor should also pay ten percent (10%) of the total Committed Capital, which shall not be less than the Minimum Initial Investment, by bank transfer on or prior to the cut off time for receipt of the Subscription Proceeds. Investor may also at its sole discretion decide to pay the entire Committed Capital upon Subscription, and must indicate this decision in the Subscription Application.

Once a Subscription Application has been accepted and processed, the Company will issue a contract note with respect to the initial Subscription of at least ten percent (10%) of the total commitment amount, subject to a minimum of one hundred thousand Euro (EUR 100,000) and rounded to whole amount of Investor Shares, within five (5) Business Days from the relevant Subscription Day, which will be sent by e-mail and by post to the correspondence address of the respective Shareholder as provided in the

Subscription Application. The Shareholder has the obligation to inform the Company within five (5) Business Days from the date of the contract note should any details in such contract note be incorrect.

Following the Initial Closing Date, the Board has the discretion to issue Capital Calls by sending the Investors a Drawdown Notice at least fifteen (15) Business Days in advance. It is currently the intention of the Company to call the total Committed Capital until the end of 2022 at the latest, but it is also possible that the total Committed Capital will be called as early as during the Subscription Period. Capital Calls shall be issued pro rata based on uncalled commitments to Investors rounded to whole number of Investor Shares.

Should a Shareholder fail to subscribe any portion of his Committed Capital within the applicable deadline from when a Drawdown Notice is delivered to him, the Company will not issue the relevant Shares to such Shareholder and may claim interest of twenty percent (20%) on the outstanding amount, which will be calculated over the number of days such Committed Capital remains unsubscribed from the date of the applicable deadline in the Drawdown Notice. In case the amount remains unsubscribed for at least sixty (60) Business Days from the date of the applicable deadline in the Drawdown Notice, the Company also retains discretion to forcibly transfer the shares of such Shareholder and issue such Shares to another Shareholder who accepts to take over the Committed Capital of the defaulting Shareholder. The defaulting Shareholder will not necessarily be compensated for the Shares in the Company that are forfeited.

Investors in the Company should be aware that the Company cannot guarantee to find another Shareholder who is willing to accept the Committed Capital of the defaulting Shareholder. This may mean that the planned investments of the Company are temporarily suspended with a result that the Company is underinvested.

### Eligible Investors

Each Shareholder must represent and warrant to the Company that he is a Qualifying Investor and is able to acquire Investor Shares without violating applicable laws. The Company will not knowingly offer or sell Investor Shares to any investor to whom such offer or sale would be unlawful.

### Transfer of Shares

Transfers of Shares may be accepted by the Company provided the transferee satisfies the conditions set out in this Offering Memorandum and provided further the transferee undertakes the same Capital Commitments of the transferor. A Shareholder who would like to transfer his Investor Shares should provide the Company with a written instrument of transfer of shares clearly indicating the names and addresses of the proposed transferor and transferee, the number of Investor Shares to be transferred and any other information the Company may, at its discretion, require. The written instrument of transfer should also bind the transferee to the same conditions and obligations the transferor had in relation to the Investor Shares in question.

In terms of the Memorandum and Articles, the Directors retain discretion whether to accept such request for transfer of shares or otherwise, without the need for providing any reason, in which case they will send a notice to the transferee within four (4) weeks from the date of receipt of the request for transfer. If after four (4) weeks the Company does not communicate its refusal for the permission to transfer, the

Company shall be deemed to have approved the transfer and shall be obliged to register such transfer. If the request for transfer is between connected Investors or Investors having a common management entity with the aim of restructuring the investments in the Investor Shares, the acceptance of such request may not be withheld unless the Directors provide a material reason for withholding such request.

If a transfer of shares would bring the total holdings of an Investor below the Minimum Initial Investment, the Company has the discretion to inform the transferor and the transferee that the request for transfer of Investor Shares has been suspended. Both parties may amend the request for transfer of Investor Shares to reflect the Minimum Holding requirements and re-submit such request to the Company.

## Redemptions

### General

Redemption Notices should be addressed to the Company and sent to the Administrator by email and in original duly signed. Shares will be redeemed subject to the restrictions in this Offering Memorandum and the Memorandum and Articles.

### Redemption Requests

The Board of Directors may, where it deems necessary, exercise its discretion to allow redemptions of Investor Shares on any Redemption Day with an at least thirty (30) Business Day prior notice to Investors. Investor Shares may not be redeemed during the Subscription Period or before all commitments are fully drawn down. Following the end of the Subscription Period and following the notice issued by the Directors informing Investors of the possibility of redemptions, Redemption Notices may be submitted in relation to any Redemption Day by the Investor giving notice of not less than twenty (20) Business Days in advance of a Redemption Day to the Administrator by using the Redemption Notice Form, attached to this Offering Memorandum as Appendix E. The Directors have discretion to reduce or waive such notice period.

### Redemption Price

When the Company accepts a request to redeem Investor Shares, such Shares shall be redeemed at the prevailing Redemption Price on the relevant Redemption Day, which will be the applicable NAV per Share as calculated on the Valuation Day less such penalties, fees or expenses as may be applicable or as the Company may be entitled to deduct or recover therefrom.

In the event that calculation of the NAV has been suspended or postponed, the relevant Investor Shares will, when the Company accepts the Redemption Notice, be redeemed at the prevailing Redemption Price on the next effective Redemption Day following the resumption of calculation of the NAV (less the fees or expenses as aforesaid).

The Company is under no obligation to entertain early Redemption Notices and any early Redemption Notices will be processed at the discretion of the Board following the Initial Closing Date. An early redemption fee as detailed below shall be payable for redemptions submitted before the maturity and closure of the Company:

<b>Date</b>	<b>Fee</b>
From the end of the Subscription Period until 31 <sup>st</sup> December 2023	25% discount to NAV
From 2024.01.01 until Maturity	No discount to NAV

Provided that the early redemption fee indicated above shall not apply where the submitted Redemption Notice is accompanied by a Subscription Application for the same value of Investor Shares in a different Class of Investor Shares.

### Redemption Procedure

Once the Company accepts a request for redemption of Investor Shares, it will transfer the Redemption Proceeds in the Base Currency of the redeemed Investor Shares to the same bank account belonging to the respective Shareholders from which the monies initially invested originated. The Company will not issue cheques for redemption requests.

If a Redemption Notice would bring the total holdings of an Investor below the Minimum Initial Investment, the Company has the discretion to redeem all the Shares belonging to such Investor and deliver the proceeds to such Investor.

Once a Redemption Notice has been accepted and processed, the Company will issue a contract note within five (5) Business Days from the relevant Redemption Day and will be sent by email and post to the correspondence address of the respective Shareholder as provided in the Redemption Notice. The Shareholder has the obligation to inform the Company within five (5) Business Days from the date of the contract note should any details in such contract note be incorrect.

### Restrictions and Compulsory Redemptions

The Company may impose such restrictions as it may deem necessary for the purpose of ensuring that no Shares are acquired or held by any person in breach of the law or regulations (or any interpretation of a law or regulation by a competent authority) of any country or territory. In this regard, the Company may, at its discretion, reject any application for the purchase, sale or switching of Shares and in those circumstances will hold the applicant liable, or if applicable, jointly and severally liable with his agent, for any loss suffered by the Company.

If it comes to the notice of the Company that:

- a. any Shares (the “**Concerned Shares**”) are owned directly or beneficially in breach of, or such holding may cause the Company to be in breach of, any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- b. the Shareholder in question is not qualified to hold such Shares; or
- c. the Shareholder fails to provide information which the Company requires in order to comply with its obligations under any law or regulation, including FATCA or CRS,

the Company may, at its discretion, either give notice to the holder of the Concerned Shares requiring that such holder rectifies the above situation or redeem such holder’s shareholding automatically without any previous notice. In the eventuality a notice to the holder of the Concerned Shares is given by the Company, if the holder does not within thirty (30) Business Days after the date of such notice provide the Company with the relevant information or voluntarily submit a Redemption Notice as applicable, the Company shall have the discretion to forcibly redeem the Concerned Shares. Such compulsory redemptions will take place at the prevailing Redemption Price on the day that such redemption takes place, including the early redemption fees as detailed above.

The Company may, at its discretion, also request a compulsory redemption in the case of excess liquidity (at least ten million Euro (EUR 10,000,000) cash available for the remaining duration of the fund according to cash flow forecast) and in such cases the Shares will be proportionately redeemed between all Investors. The redemption amount per Investor shall be rounded to the amount of one Investor Share. Any applicable redemption fees shall be waived by the Company.

### Total Redemption

If at any time following the first year from the issue of Investor Shares the Net Asset Value of all the Investor Shares in the Company falls below the amount of twenty million Euro (EUR 20,000,000) and remains as such for a period of six (6) consecutive months the Company may, in accordance with the provisions of the Memorandum and Articles, repurchase all the Investor Shares and therefore redeem the total holdings by the Shareholders in the Company.

### Suspension of Redemptions

If a Redemption Notice would bring the total holdings of an Investor below the Minimum Holding, the Company has the discretion to inform the redeeming Shareholder that the request for redemption of Investor Shares has been suspended. The redeeming Shareholder may amend the Redemption Notice to reflect the Minimum Holding requirements and re-submit such request to the Company.

### Suspension of Dealings in the Company

The Directors, in their absolute discretion, may temporarily suspend:

- i. the determination of the Net Asset Value of the Company in respect of a Valuation Day;
- ii. the redemption of Investor Shares in the Company;
- iii. issue of Investor Shares in the Company;
- iv. exchange of Investor Shares in the Company.

Such temporary suspension may take place in any of the following events:

- a. during any period when one or more stock exchanges or markets which provide the basis for valuing a substantial portion of the investments comprised in the Company are closed (except for closings for holidays) or if any dealings thereon are restricted or suspended;
- b. during any period when, as a result of political, economic, military, terrorist or monetary events or any circumstances outside the control, responsibility and power of the Company, disposal of the underlying assets of the Company is not reasonably practical without being seriously detrimental to Shareholder interests or if, in the opinion of the Directors a fair price cannot be calculated for those assets;
- c. during any period when there is a breakdown of the means of communication normally used for valuing a significant portion of the assets of the Company or if, for any reason, the value of any asset of the Company may not be determined as rapidly and accurately as required;
- d. during any period where as a result of exchange restrictions or other restrictions affecting the transfer of funds, securities or other transactions on behalf of the Company are rendered

impracticable or if purchases, sales, deposits and withdrawals of any assets of the Company cannot be effected at the normal rates of exchange;

- e. if a resolution calling for the liquidation, reorganisation or closure of the Company has been proposed;
- f. when the Directors determine that such suspension is necessary or desirable to facilitate an orderly winding-up of the affairs of the Company or the closure of the Company or a Class thereof has been proposed;
- g. when the settlement of redemptions would, in the opinion of the Directors, result in a violation of law or violate any instrument or agreement governing any indebtedness incurred by the Company.

Notice of any suspension will be given without any delay to all Investors and to the MFSA.

Any suspension declared shall take effect at such time as the Directors shall declare, which may be at any time prior to, during or after the relevant Valuation Day and shall continue until the Directors declare the suspension to be at an end.

Unless withdrawn, applications for subscriptions and redemptions of Shares will be dealt with on the first Dealing Day after the suspension is lifted at the relevant price prevailing on that Dealing Day. An application for Investor Shares may not be withdrawn if issues of Investor Shares are suspended on a date following the Dealing Day upon which the application for such Investor Shares is deemed to be effective. The Net Asset Value will not be calculated during period when the determination of the Net Asset Value of the Company is suspended.

The Directors will take all reasonable steps to bring any period of suspension to an end as soon as practicable.

### Related Risks and Acknowledgements of Investors

The Company shall immediately proceed to regulatory filing and publication and shall keep Investors informed as to any event of suspension described herein.

By investing in the Company, Investors confirm that they understand, agree and are willing to take the risk related to an event of suspension as described herein.

By investing in the Company, Investors agree and accept that an event of suspension may happen and commit not to file a claim to liquidate the Company, particularly in cases where under the applicable law the Shareholder would be considered as a creditor of the Company.

## Fees, Charges and Expenses

### Directors Fee

The Directors of the Company shall receive for their services an annual fee of up to twenty-four thousand Euro (EUR 24,000) per Director, payable in four equal payments on a quarterly basis. In addition, each Director may be paid reasonable travelling, hotel and other incidental expenses incurred in attending

meetings of the Directors and general meetings of the Company. Such expenses shall be charged at cost and shall only be refunded against receipts.

### Investment Management Fee

In consideration for the management of the assets of the Company, the Company will pay the Fund Manager a fee of one percent (1%) per annum of the gross asset value or the value of the total Committed Capital, whichever is the higher. The Management Fee shall be accrued on each Valuation Day and shall be payable quarterly in arrears. Gross asset value shall be calculated as Net Asset Value and the amount of any third-party loans provided to the Company and/or SPVs added together.

The Investment Manager may decide to charge up to 0.45% of the gross asset value of any of the SPVs of the Company directly to such SPV as consideration for ancillary services provided by the Investment Manager to such SPV. The gross asset value of any of the SPVs shall be the value of the property based on the latest valuation and the book value of all other assets within such SPV. In such eventuality the Investment Management Fee charged to the Company shall be proportionately reduced so that the total management fee on both the Company and SPV level collectively does not exceed one percent (1%) per annum.

### Performance Fee

In addition to the Investment Management Fee described above, the Fund Manager shall also be entitled to a Performance Fee, which shall be calculated as equal to twenty percent (20%) of the yearly return, in case the yearly return is up to fifteen percent (15%) once the yearly return reaches the threshold level of eight percent (8%) with full catch up, or thirty percent (30%) of the yearly return, in case the yearly return is above fifteen percent (15%) and for that amount of yearly return which is above fifteen percent (15%) without catch up. Performance Fees shall be calculated and accrued based on monthly Net Asset Values excluding accrued Performance Fees. Thresholds levels for eight percent (8%) and fifteen percent (15%) yearly return shall be calculated based on previous monthly period's NAV per Share excluding accrued Performance Fees and these shall be compounded monthly based on the respective threshold levels divided by twelve (12). New Share issues and redemptions shall also be taken into consideration on a monthly basis.

The Performance Fee shall be accrued monthly and shall be considered in determining NAV. For the purposes of the calculation of the Performance Fee, a high-water mark (the "**High-Water Mark**") shall apply. The Performance Fee shall only be charged after the Company has recovered any net capital since the High-Water Mark. The High-Water Mark shall be the calculated based on the yearly threshold level of eight percent (8%) from the Initial Closing Date. The Performance Fee shall be paid to the Fund Manager proportionately upon the redemption of shares and the accruals reduced by the paid amounts. For example, if the accrued amount of Performance Fees is two million Euro (EUR 2,000,000) and ten percent (10%) of the Shares are redeemed and these redemptions are paid, ten percent (10%) of the accrued Performance Fee can be paid to the Fund Manager which shall amount to ten percent multiplied by two million Euro, resulting in two hundred thousand Euro ( $10\% * \text{EUR } 2,000,000 = \text{EUR } 200,000$ ).

In the event of a suspension of the determination of the Net Asset Value of the Company, the Performance Fee shall not be paid until such suspension is lifted.

## Subscription Fee

The Company will not charge a Subscription Fee.

## Administrator Fee

The Administrator shall be entitled to receive a fee of fourteen thousand Euro (EUR 14,000) per annum for Fund Administration Services, which fee does not include corporate management services, transfer agency fees and reporting fees. The latter fees are payable on a case by case basis as agreed in the Fund Administration Agreement entered into between the Fund Administrator and the Company.

## Depository Fee

The Depository shall be paid the following fee:

From EUR 0 up to EUR 200 million NAV                    0.025% per annum\*

From EUR 200 million NAV above                        0.025% per annum\*

**\*Subject to an annual minimum of EUR 25,000.**

Apart from the above fees, in the eventuality that the Company invests in Euro (EUR) denominated government bonds with publicly quoted prices or investment grade bonds forecasted to be available for more than six (6) months, the Depository would charge twelve thousand Euro (EUR 12,000) per annum to hold such financial instruments, subject to any additional trading fees.

## Audit and Legal Fees

Audit fees shall be agreed between the Company and the Auditors. Legal fees shall be agreed between the Company and the legal advisors and will be negotiated on a time-spent basis. Audit and legal fees will be paid by the Company. Any VAT or other tax having a similar effect which may be or become payable shall also be at the charge of the Company.

## Company Secretary and Registered Office Fees

The annual Company Secretary and Registered Office fee shall be two thousand five hundred Euro (EUR 2,500). This fee and any other expenses for the remuneration of the Company Secretary will be charged to the Company.

## Compliance Officer Fees

The Compliance Officer of the Company shall be entitled to an annual fee of ten thousand Euro (EUR 10,000) per annum. This fee and any other expenses for the remuneration of the Compliance Officer will be charged to the Company.

## Establishment Costs

The general expenses incurred in connection with the formation and organisation of the Company (including, without limitation, the general expenses consisting of fees payable in connection with legal costs and licensing, printing and marketing costs, travelling costs and other consultancy professional fees)

have been or will be borne by, and attributable to, the Company and shall be recovered on the basis of such criteria as the Directors may deem to be reasonable in the circumstances (after taking into account the period elapsed from the date of licensing of the Company). These expenses may be amortised over a period of up to sixty (60) months or such shorter period as the Directors may determine.

### Other Expenses

The Company shall bear the following expenses, save to the extent that such expenses may be waived or otherwise discharged by any other person and not recovered from the Company:

1. All expenses incurred in connection with the publication and supply of information to the Shareholders and, in particular, without prejudice to the generality of the foregoing, the cost of printing and distributing the annual reports, any report to the MFSA or any other regulatory authority, or any other reports, the Offering Memorandum, any marketing or promotional materials, the costs of publishing quotations of prices and notices in the press and the costs of obtaining a rating for the Shares of the Company by a rating agency and all stationery, printing and postage costs in connection with the preparation and distribution of cheques, warrants, tax certificates and statements;
2. All expenses incurred in the registration of the Company with any government agencies or regulatory authorities in any jurisdiction where registration is available or necessary and in having the Shares of the Company listed or dealt on any stock exchange or any other regulated market;
3. All expenses incurred in procuring tax advice in relation to the Company at the request of the Directors or any other authorised person;
4. The expenses (including, without limitation, legal, accountancy fees and printing costs) incurred by the Company, the Fund Manager or any authorised person in connection with the establishment, promotion and administration of the Company and the expenses incurred in connection with the issue of Investor Shares;
5. All fiscal and sale or purchase charges and other costs incurred in the acquisition and disposal of investments or in relation to safe custody or transportation of the assets;
6. All fees payable to the Malta Financial Services Authority and the Commissioner of Inland Revenue and to any regulatory authority in a country or territory outside Malta in which Investor Shares are or may be marketed;
7. All expenses incurred in connection with the operation, promotion and management of the Company, including, without limitation to the generality of the foregoing, all costs incurred in organising meetings of the Directors and Shareholders and in obtaining proxies in relation to such meetings, costs incurred in keeping the Register, costs of any transactions, all insurance premiums and association membership dues and all non-recurring and extraordinary items of expenditure as may arise;

8. All other taxes, charges or fees expressly authorised by the Memorandum and Articles or by law.

## Changes to Fees

The Directors' fees may be amended from time to time by ordinary resolution of the Founder Shareholders of the Company in a general meeting. The fees of the service providers of the Company may be amended from time to time by the Board in consultation with the Fund Manager. The Company may purchase directors' and officers' liability insurance for the benefit of the Directors, the Fund Manager and any other officers of the Company. The Investment Management Fee and the Performance Fee may only be raised with the consent of fifty percent plus one (50% + 1) of the holders of the Investor Shares. In this regard, the Company shall notify the Investors of the proposed change and shall allow thirty (30) Business Days for such Investors to respond. Should any particular Investors not reply within thirty (30) Business Days, the Company shall consider this as a tacit consent of such particular Investors.

## Taxation

### General

The taxation of both the Company and the Shareholders is subject to the tax laws and practices in Malta and of the jurisdiction in which the Shareholders are resident or otherwise subject to tax. The following summary is intended as a general guide only to certain Maltese tax considerations. It should not be regarded as exhaustive and does not constitute legal or tax advice. It is also not a guarantee to any Investor of the tax results of investing in the Company.

This summary is based on our understanding of the Maltese taxation rules at the date of this document but prospective investors should be aware that the relevant fiscal rules or the interpretation thereof may change at any time. More specifically, the summary below does not take into account the individual circumstances of each Shareholder and does not address the taxation consequences of Investors falling into particular categories which may be subject to special tax rules.

Prospective Investors should consult their own professional advisers on the tax and exchange control implications of making an investment in, holding or disposing of Shares and the receipt of distributions with respect to Shares under the laws of any jurisdiction in which they may be liable to taxation.

### Taxation of the Company

In terms of the 'Collective Investment Schemes (Investment Income) Regulations', 2001, collective investment schemes in Malta fall within two categories:

**Prescribed:** a fund resident in Malta which has declared that the value of its assets situated in Malta amounts to at least eighty-five percent (85%) of the value of the total assets of the fund.

**Non-prescribed:** a fund resident in Malta which does not have the above-mentioned exposure to assets situated in Malta, and any non-resident fund.

The Company is classified as a Non-Prescribed Fund for tax purposes. For this reason, the Company is not subject to Maltese income tax on any income or capital gains. Capital gains, dividends, interest and any other income from foreign securities held by the Company may be subject to tax imposed by the country of origin and such taxes will not be recoverable by the Company or by the Investors.

The Company is exempt from VAT.

### Taxation of Shareholders

Capital gains realised on transfer or redemptions by Shareholders who are not residents of Malta are not subject to capital gains in Malta.

Maltese resident Investors have the option to either have the Company deduct the fifteen percent (15%) withholding tax on any capital gains realised by such Investors or receive the capital without any deductions. In the latter case, Investors are required to declare such capital gains in their personal tax return and accordingly would be subject to the normal rates of tax applicable to them.

Capital gains realised on a transfer by an Investor to a third party should be declared by the transferor in his income tax return and tax would be due at the normal rates. Transferees should note that upon a redemption of the transferred Investor Shares, the gain on the redemption is calculated without reference to the direct intermediate transfer.

The Company will only have foreign sources of income and therefore such income would be allocated to the untaxed account of the Company for Maltese tax purposes. Any distributions to Maltese Investors or to a non-resident Investor who is owned and controlled by, directly or indirectly, or who acts on behalf of a person who is ordinarily resident and domiciled in Malta would be subject to a fifteen percent (15%) withholding tax. Depending on the personal circumstances of each Investor, such Investor may declare the distributions in his personal tax return and claim the fifteen percent (15%) as a refund. Any other person receiving distributions would not be subject to tax.

### Duty on Documents and Transfers

Since the Company is licensed as a collective investment scheme, it is exempt from any duty on documents and transfers upon any redemption and transfer of Investor Shares.

### Information Reporting

Shareholders should be aware that pursuant to various laws and regulations and to implement agreements for the automatic exchange of information between tax authorities, information about certain Shareholders and their investments may be required to be reported and exchanged with the tax authorities in other relevant jurisdictions. In order to comply with such laws and regulations, the Company and/or Shareholders may be required to certify relevant information, including with regards to their status and the jurisdiction in which they are resident for tax purposes.

### Important Information

**Prospective Investors should obtain their independent tax advice from their own tax advisors on the possible tax implications of buying, holding, transferring, exchanging or selling any of the Shares in the Company.**

**The tax consequences may vary depending upon the particular status of an Investor.**

**The information on taxation contained in this section does not constitute and should not be considered as legal or tax advice.**

## Indemnities

In its relationship with its officers, Directors, employees and agents, the Company undertakes to indemnify such officers, Directors, employees and agents against any loss, claim, damage, charge, liability or expense (including reasonable expenses for legal and accountancy services), judgments and amounts paid in settlement, provided that such actions are not the result of gross negligence, wilful default, wilful misconduct, fraud, bad faith or dishonesty of such persons. The Company may also have in place an insurance policy in relation to the Directors and Officers against any liabilities asserted against them.

In the service agreements entered into with the service providers, the Company has also undertaken to indemnify such service providers, including but not limited to, the Administrator and the Depositary, and their respective directors, officers and employees in respect of actions brought against them in their respective capacities, provided that their actions were in good faith and in the best interest of the Company and they were not the result of fraud, wilful default, wilful misconduct or gross negligence.

## Net Asset Value

### Calculation

The Company shall, on each Valuation Day, determine the Net Asset Value and the Net Asset Value per Share of the Company. The Net Asset Value of the Company shall be the value of Company's assets less its liabilities.

The Net Asset Value per Share of the Company shall be the Net Asset Value divided by the number of Shares in issue. Since there is more than one class of Shares, the Net Asset Value of each Share in the Company shall be determined by calculating the Net Asset Value attributable to the Class of Investor Shares that Share forms part of, divided by the number of Investor Shares outstanding in that Class as at the time the calculation is made.

The Net Asset Value shall be expressed in the Base Currency (or in such other currency as the Directors may otherwise determine) as a per Share figure for each of the Investor Shares in issue (rounding down to at least the fourth significant figure of the relevant Base Currency) and shall be determined on each Valuation Day. An Independent Valuer will be appointed to value any unlisted or immovable assets of the Company including the real estate assets of the Company.

Any information on the NAV per share as determined on each Valuation Day may be obtained from the registered office of the Company or from the offices of the Administrator.

### Valuation of Assets

Unless otherwise stated or supplemented in this Offering Memorandum, the value of the assets of the Company shall be ascertained on the following bases:

- A. The value of any investment quoted, listed or normally dealt in, on or under the rules of any stock exchange or other regulated market considered by the Directors to provide a satisfactory market for the securities in question (a "**Regulated Market**") shall be calculated by reference to the price

appearing to the Company to be the latest available dealing price or, if bid and offer quotations are made, the latest available middle market quotation on such Regulated Market, provided that:

- i. if an investment is quoted, listed or normally dealt in, on or under the rules of more than one Regulated Market, the Directors shall adopt the price or, as the case may be, the middle quotation on the Regulated Market which, in their opinion, provides the principal market for such investment;
  - ii. in the case of any investment which is quoted, listed or normally dealt in, on or under the rules of a Regulated Market but in respect of which, for any reason, prices on that Regulated Market may not be available at any relevant time, the value thereof shall be determined by such professional person as may be appointed for such purpose by the Company;
  - iii. the Directors shall not be under any liability by reason of the fact that a value reasonably believed by them to be the latest available price or, as the case may be, middle quotation for the time being, may be found not to be such;
  - iv. there shall be taken into account interest accrued on interest-bearing investments up to the date at which the valuation is made unless such interest is included in the price or quotation referred to above.
- B. The value of any underlying investment of the Company, which is not quoted, listed or normally dealt in, or under the rules of a Regulated Market, shall be the initial value thereof ascertained as hereinafter provided, with subsequent measurement being the fair value thereof as assessed on the latest valuation made in accordance with the provisions hereinafter contained. For this purpose:
- i. The initial value of an underlying investment held by the Company shall be the amount expended by the Company in the acquisition of the underlying investment; or
  - ii. On an ongoing basis, the valuation of such underlying investments held by the Company shall be performed by the independent valuer being appointed by the Company.

For avoidance of doubt, since the Company invests predominantly in real estate properties through SPVs, and since the financial figures of these SPVs are only available on a T-1 basis for monthly NAV calculation (the information relevant to a calendar month in relation to which NAV calculation is being determined on a Valuation Day being available at the following Valuation Day), the monthly NAV of the Company is calculated on the latest available information on a T-1 basis, excluding material changes as included in the Valuation Day definition, which are handled on a case to case basis at the fund level. However, the annual reports of the Company contain all information available as at the Annual General Meeting and are accordingly prepared on a T basis (for year end of each calendar year).

- C. The value of each unit or share in any collective investment scheme which provides for the units or shares therein to be realised at the option of the shareholder out of the assets of that collective

investment scheme shall be the last published net asset value per unit or share or, if bid and offer prices are published, at a price midway between the last published bid and offer prices applicable to that scheme;

- D. Real estate shall be valued as detailed in this Offering Memorandum by the expert assistance of the real estate specialists and valuers;
- E. Cash, deposits and similar property shall be valued at their face value (together with accrued interest) unless, in the opinion of the Directors, any adjustment should be made;
- F. Any other property not mentioned above shall be valued in such manner and at such time or times as the Directors shall from time to time determine;
- G. Notwithstanding any of the foregoing sub-paragraphs, the Directors may adjust the value of any investment or other property or permit some other method of valuation to be used if they consider that in the circumstances (including without limitation a material volume of subscriptions or redemption of Shares in the Company; or the marketability of the investments or other property; or such other circumstances as the Directors deem appropriate) such adjustment or other method of valuation should be adopted to reflect more fairly the value of such investment or other property;
- H. Every Share allotted by the Company shall be deemed to be in issue and the Company shall be deemed to include the net amount of any cash or other property to be received in respect of each such Share;
- I. Where any investment or other property has been agreed to be acquired or realised but such acquisition or disposal has not been completed, such investment or other property shall be included or excluded, as the case may be, and the gross acquisition or net disposal consideration excluded or included as the case may require as if such acquisition or disposal had been duly completed;
- J. There shall be included in the assets an amount equal to all such costs, charges, fees and expenses as the Directors may have determined to amortise less the amount thereof which has previously been or is then to be written off;
- K. Where an amount in one currency is required to be converted into another currency, the Director may affect such conversion using such rates as the Directors shall determine at the relevant time except where otherwise specifically provided therein;
- L. There shall be deducted from the assets such sum in respect of tax (if any) as in the estimate of the Directors will become payable in respect of the current accounting period;
- M. There shall be deducted from the value of any investment in respect of which a call option has been written the value of such option calculated by reference to the latest available dealing price on a Regulated Market; if bid and offer quotations are made, middle quotation on such Regulated Market or if no such price is available the value thereof shall be determined by such professional person as may be appointed for such purpose by the Directors;

- N. Where the current price of an investment is quoted ex dividend or interest, there shall be added to the assets a sum representing the amount of such dividend or interest receivable by the Company but not yet received;
- O. There shall be added to the assets the amount (if any) available for allocation in respect of the last preceding Accounting Period of the Company but in respect of which no allocation has been made;
- P. There shall be deducted from the assets the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable including outstanding borrowings and accrued interest on borrowings or accrued or outstanding performance fees if any.

Notwithstanding the foregoing, the Directors shall be entitled to value the shares of any company using the amortised cost method of valuation, whereby the investments of the Company are valued at their cost of acquisition, adjusted for amortisation of premium or accretion of discount on the investments, rather than at the current market value of the investments.

The Company is valued every month and is open for subscriptions between valuations. The Company will not use an equalisation method and prospective Investors should be aware that the value of the assets may increase or decrease during the Subscription Period and the Subscription Price may therefore not be accurate for all Dealing Days in the Subscription Period.

Without prejudice to their general powers to delegate their functions herein contained, the Directors may delegate any of their functions in relation to the calculation of Net Asset Value of the Company to the relevant Administrator, to a committee of the Directors or to any other duly authorised person. In the absence of wilful misconduct or manifest error, every decision taken by the Directors or any committee of the Directors or by the relevant Administrator or any duly authorised person on behalf of the Company in calculating the Net Asset Value shall be final and binding on the Company and on present, past or future Shareholders.

The Company and the Administrator shall not be responsible for any error in calculating the value of the assets if the Company or the Administrator have acted in good faith when making such calculations and no adjustments shall be made to the values of any assets unless the valuation error exceeds half a percentage point (0.5%) of the Net Asset Value in which case it shall be adjusted. The MFSA shall be notified of such event together with information on such remedial action that the Company and/or the Administrator propose to ensure that such error does not occur again.

Pursuant to the relevant administration service agreements, the Directors have delegated their function in connection with the calculation of the Net Asset Value of the Company to the relevant Administrator.

## Other Information

### Annual Reports

The accounting reference date adopted by the Company is the 31<sup>st</sup> December. The financial statements of the Company are prepared in accordance with International Financial Reporting Standards as adopted by the European Union and are audited annually at the expense of the Company by the Auditor of the

Company. Copies of the audited yearly reports are to be sent to registered Shareholders and to the MFSA with a maximum period of six (6) months from the financial year end.

### Annual General Meeting

A general meeting of all the holders of voting Shares in the Company shall be held at least once in every year in Malta or in such other place as shall be determined by the Directors. During this meeting, the holders of voting Shares shall discuss matters requiring their approval according to the Memorandum and Articles, including the approval of the audited financial statements of the Company.

### Information to Investors

All prospective Investors will be given full access to information appropriate for their consideration in determining whether to invest in the Company. For such information, prospective Investors may communicate directly with the Company. The Company will, in addition to the documents referred to in this Offering Memorandum, make available certain additional documents upon request. The Company or its representatives will also answer any enquiries from prospective Investors concerning matters relating to the Company.

### Documents available for Inspection

The Company will make available for inspection copies of the following documents, which are available to prospective and existing Investors or their representatives and to the MFSA during compliance visits, at the registered office of the Company or at the offices of the Administrator:

- a. Memorandum & Articles of Association;
- b. Offering Memorandum;
- c. Depositary Agreement;
- d. Administration Agreement;
- e. Applicable Maltese legislation;
- f. The latest NAV of the Company;
- g. The annual financial reports of the Company;
- h. Registration certificates and other registration documents of any underlying SPV, including details of the relevant shareholders and directors, where applicable; and
- i. Audited financial statements of any underlying SPV, where applicable.

### Representations, Warranties and Acknowledgments of the Subscriber

The Subscriber hereby represents, warrants and acknowledges for the benefit of the Company the following:

1. The Company is relying upon the representations, warranties and agreements of the Subscriber contained in the Subscription Application to determine whether the Subscriber is a suitable Shareholder in the Company and accordingly such representations and warranties shall survive the issue of the Shares to the Subscriber;

2. The Subscriber has such knowledge and experience in financial and business matters that enables him to evaluate the merits and risks of an investment in the Shares and the Subscriber understands that he has the ability to withstand the economic risks of his proposed investment in the Company and can bear the complete loss of such investment;
3. There are risks and conflicts incidental to the subscription of the Shares including, without limitation, those risks summarised in this Offering Memorandum;
4. The Subscriber has received and reviewed this Offering Memorandum and the Memorandum and Articles and confirms the Company has made available to him all other materials that the Subscriber considers relevant to an investment in the Company and has had the opportunity to make enquiries and to receive answers from the Company concerning the terms and conditions of an investment in the Shares;
5. If the Subscriber is an individual person, or is a nominee for an individual person, he warrants that he is, and the beneficial owners (if applicable) are, at the date of execution of the Subscription Application, at least eighteen (18) years of age;
6. If the Subscriber is a legal person, it warrants that:
  - a. It is duly organised, validly existing and in good standing under the laws of the jurisdictions in which it was formed;
  - b. It has all requisite power and authority to invest in the Shares as provided herein;
  - c. Such investment will not result in any material violation of or conflict with any term of the charter or by-laws of the Subscriber or any other organisational document, or any instrument by which it is bound or any law or regulation applicable to it;
  - d. Such investment has been duly authorised by all necessary actions on behalf of the Subscriber.
7. With respect to the procedure of subscribing, holding and redeeming of Shares, the Subscriber Agrees that:
  - a. The Subscription Application is irrevocable once submitted and will be processed at the prevailing Subscription Price per Share on the next Subscription Day following acceptance of such application by the Company;
  - b. The Committed Capital is a legally binding commitment and must be honoured upon a Capital Call by the Company;
  - c. Shares will only be issued upon the receipt of the Subscription Application and the supporting documentation at the office of the Administration and upon the receipt of Subscription Proceeds prior to the cut off times indicated in this Offering Memorandum;

- d. Any subscription and redemption requests made in currencies different from the Base Currency of the relevant class of Investor Shares will be accepted based on the value of the market rates for the said currencies and the Subscriber is responsible for the exchange risks and additional costs for such transaction;
  - e. Any Shares will be held subject to the terms and conditions of the Memorandum and Articles of the Company as amended from time to time;
  - f. The Company has full discretion to accept or reject any Subscription Application at any time;
  - g. No share certificates will be issued unless the Subscriber specifically requests the Company to issue a share certificate and submits such request to the Company in writing;
  - h. No Shares may be transferred to any other person without first seeking the approval of the Company in terms of this Offering Memorandum;
  - i. Pending submission of all required information to the Company upon a request for redemption of Shares, the redemption will be acted upon, but no proceeds will be paid to the Subscriber. The proceeds will be held in the name of the Subscriber in the account of the Company and the Subscriber will bear the associated risks;
  - j. The Minimum Initial Investment and Minimum Holding criteria as applicable to the Company will always be respected;
  - k. The Subscription Application is governed by Maltese law and the Subscriber hereby submits to the non-exclusive jurisdiction of the Courts of Malta;
8. With respect to the obligation of the Company under the PMLA, the PMLFTR and any other applicable legislation, the Subscriber confirms that:
- a. The funds used for subscribing to the Shares are not, in whole or in part, the proceeds of drug trafficking or any other criminal activity, nor they represent, in whole or in part, directly or indirectly, such proceeds;
  - b. It has read and understood the section 'Prevention of Money Laundering and Financing of Terrorism' in this Offering Memorandum and acknowledges that the Company and any service provider may be required by applicable laws to take further reasonable steps to establish the identity of the Subscriber or of any other person whom the Company or any service provider knows or has any reason to believe is a person for whom or on whose behalf the Subscriber is acting and the Subscriber undertakes to cooperate fully with the Company and any service provider in relation to such steps;

- c. He will hold harmless and indemnify the Company and any service provider against any loss arising as a result of a failure to process the Subscription Application if any information required by the Company or any service provider has not been provided by the Subscriber;
- d. If it is a credit or financial institution or financial intermediary licensed or regulated by an approved regulatory body and domiciled in an EU, OECD or FATF approved jurisdiction and is subscribing on behalf of another person as a nominee, it has verified the identity of that other person in accordance with the applicable anti-money laundering laws and/or regulations and agrees to provide any information on the person on whose behalf it is appearing upon the request of the Company or any service provider;
- e. He authorises the Company and any service provider to obtain any verification of any information provided by the Subscriber as part of its Subscription Application;
- f. He acknowledges that any suspicious events are reportable without any previous notice under the PMLA and PMLFTR and accordingly payments may be delayed or refused.

By subscribing, all prospective Investors should take notice of the section dealing with data protection above and the Data Protection Policy of the Company, which is available upon request, and by completing and signing the Application Form, they are giving their consent to the processing of their personal data by the Company and to the transferring of their personal data by the Company to and/or from the Administrator. More details on the processing of personal data and the rights of the data subject are available in the Data Protection Policy of the Company.

The Subscriber hereby agrees to provide any other information that may be required from time to time in compliance with the relevant regulations.



## APPENDIX A SUBSCRIPTION CHECK LIST

**All or any of following documents or such additional or other documents as the Company may require for purposes of compliance must be scanned or faxed and then sent to the Company:**

**For a subscription to be accepted by the Company the following documents, or such additional or other documents as the Directors may in their absolute discretion require, must be sent to the Administrator (contact details as per Appendix D) in original form bearing an original signature of the Subscriber or an authorised signatory thereof. Subscription Requests should be sent by courier ONLY. Subscription Requests should not be sent by post or any other alternative means.**

### **All investors**

- complete, signed and dated Subscription Agreement (Appendix B)
- complete, signed and dated schedule of Subscription Information (Appendix C)
- W8-BEN or W9-BEN FATCA Form and CRS Form (or equivalent)

### **Individual investors**

- certified true copy of an official identification document
- certified true copy of proof of residential address, being a utility bill, (not older than 3 months) or other appropriate official document
- Supporting Documentation to the Source of Wealth Declaration

**Institutional investors** (companies listed on a recognised exchange and regulated entities approved by the Company)

- certified true copy of Proof of regulation
- details of licensing authority/regulatory body that has authorised the institutional investor
- AML reliance letter
- certified true copy of list of authorised signatories (names, specimen signature and designation) dated no later than 3 months ago
- Certified true copy of an official identification documents of the individuals signing the subscription agreement.
- If investing on behalf of a third person, it must be specified in the subscription agreement.

### **Corporate investors**

- certified true copy of certificate of good standing/incumbency or official companies registry extract (not older than 6 months)
- certified true copy of certificate of incorporation
- certified true copy of latest memorandum and articles of association (or equivalent)
- certified true copy of list of authorised signatories (names, specimen signature and designation) dated no later than 3 months ago
- register of shareholders (if not included in the above documentation)
- list of all directors (this should include the following for each individual: name & surname, nationality, passport number, residential address and date of birth)
- copy of the latest audited financial statements
- corporate structure chart showing the ownership structure to the extent that would be required to determine who the beneficial owner is. This should be signed and dated.
- Ultimate Beneficial Owner declaration form for each of the UBOs holding more than 25%
- certified true copy of an official identification document of the ultimate shareholders holding directly or indirectly more than 25% of the assets of the company
- source of funds (in case of newly established companies)
- certified true copy of an official identification document of the individuals signing the subscription agreements and a document to confirm the residential address of each

### **Trusts (except for registered charities)**

- certified copy of the trust deed
- certified copy of a passport or identification card in respect of any individual who is trustee, named beneficiary/object or settlor
- certified copy of proof of address being a utility bill, (no more than three months old) in respect of any individual who is trustee, named beneficiary/object or settlor
- (any company that is trustee, named beneficiary/object or settlor except for companies listed on a recognised exchange) - documents required as for a corporate investor



APPENDIX B  
SUBSCRIPTION AGREEMENT

**Adventum QUARTUM Central Europe SICAV plc**

**Share Class:** Investor Shares A / Investor Shares B *(delete as applicable)*

**ISIN :** .....

Amount of Subscription (Currency, Amount in words):  
.....  
.....

In numbers:  
EUR \_\_\_\_\_

Number of Shares: (in numbers and amount in words)  
.....

Share Price: (in numbers and amount in words, may contain discount of premium compared to NAV)  
.....

Amount of Subscription to be paid entirely upon Subscription? (please tick)

Yes                       No

Amount to be transferred at Initial Subscription (in numbers and amount in words):  
(to be transferred within five (5) Business Days from the relevant Subscription Day)

.....

Name for Share Registration  
.....  
.....

Address for share registration:

.....  
.....

Address for communication if other than registration address:

.....  
.....

Date of Subscription: .....

Date of Birth / Incorporation.....

Telephone: .....

Fax: .....

E-mail: .....

Name and Address of Employer or Business:

.....  
.....

Position Held: .....

Details of Account and Name & Address of Remitting Bank:

Bank Name: .....

Bank Address: .....

.....

Swift Code / Sort code: .....

Account name: .....

Account number: .....

IBAN: .....

Further information (if any): .....

Details of Account and Name & Address for Dematerialised Share transfer

*Applicable only to applications for Investor Shares A*

Bank Name: .....

Bank Address: .....

.....

Swift Code / Sort code: .....

Account name: .....

Account number: .....

IBAN: .....

Further information (if any): .....

(Where subscribing for *Investor Shares B*, please indicate here that dematerialisation is not required):

Dematerialisation NOT REQUIRED

Is the subscriber the exclusive beneficial owner of the assets? (please tick)

Yes

no

(if no, please complete the financial details below in relation to the beneficial owner)

Origin of Assets Deposited with the Bank (please tick)

- |  |   |
|--|---|
| <input type="checkbox"/> sale of business          | <input type="checkbox"/> investment profits |
| <input type="checkbox"/> life time earnings/salary | <input type="checkbox"/> (lottery) winnings |
| <input type="checkbox"/> gift/inheritance          | <input type="checkbox"/> others (specify)   |
| <input type="checkbox"/> sale of real estate       |   |

For others please specify: .....

Estimated Total Income p.a. (please tick)

- |  |  |
|--|--|
| <input type="checkbox"/> < € 100 000           | <input type="checkbox"/> € 700,000 – €1.5 Mio. |
| <input type="checkbox"/> € 100'000 – € 300'000 | <input type="checkbox"/> > € 1.5 Mio.*         |
| <input type="checkbox"/> €300'000 – € 700,000  |  |

\* Please specify: .....

Estimated Total Assets (please tick)

- |  |  |
|--|--|
| <input type="checkbox"/> < € 700,000         | <input type="checkbox"/> € 5 Mio. – € 10 Mio.  |
| <input type="checkbox"/> €700,000 – € 2 Mio. | <input type="checkbox"/> € 10 Mio. – € 40 Mio. |
| <input type="checkbox"/> €2 Mio. – € 5 Mio.  | <input type="checkbox"/> >€ 40 Mio. *          |

\* Please specify: .....

\_\_\_\_\_  
Name:  
*Investor*



APPENDIX C  
DECLARATIONS, REPRESENTATIONS AND WARRANTIES

**QUALIFYING INVESTOR DECLARATION**

**A.1. This section shall be completed by the Qualifying Investor / the duly authorised agent of the Qualifying Investor [delete as applicable]**

**A.2. Name of Investor / duly authorised agent: [delete as applicable]**

**A.3. The investment is being made directly by the Qualifying Investor (not through a duly authorised agent)**

- I hereby confirm that I am eligible to be treated as a Qualifying Investor, since I satisfy the definition thereof in light of the positive response(s) that I have given to the question(s) below. I certify that I have read and understood the Offering Memorandum including the mandatory risk warnings.

**A.4. The investment is not being made directly by the Qualifying Investor but through a duly authorised agent**

- I hereby confirm that I have been properly appointed as a duly authorised agent of a prospective Qualifying Investor in the Company named above. I certify that my principal is eligible to be treated as a Qualifying Investor since my principal satisfies the definition thereof in light of the positive response(s) that I have given to the question(s) below in respect of my principal. I certify that my principal has read and understood the Offering Memorandum including the mandatory risk warnings.

**A.5. I qualify / My Principal qualifies [delete as applicable] as an Qualifying Investor, as I am / he / she / it is:**

		Yes	No
(i)	A body corporate which has net Assets in excess of EUR750,000 or USD750,000 (or the Euro equivalent in another currency) or which is part of a group which has net Assets in excess of EUR750,000 or USD750,000 (or the Euro equivalent in another currency); or	<input type="checkbox"/>	<input type="checkbox"/>
(ii)	An unincorporated body of persons or association which has net Assets in excess of EUR750,000 or USD750,000 (or the Euro equivalent in another currency); or	<input type="checkbox"/>	<input type="checkbox"/>
(iii)	A trust where the net value of the trust's Assets is in excess of EUR750,000 or USD750,000 (or the Euro equivalent in another currency); or	<input type="checkbox"/>	<input type="checkbox"/>

- (iv) An individual, or in the case of a body corporate, the majority of its Board of Directors or in the case of a partnership its General Partner, who has reasonable experience in the acquisition and / or disposal of funds of a similar nature or risk profile or property of the same kind as the property, or a substantial part of the property, to which the Fund in question relates; or
- (v) An individual whose net worth or joint net worth with that person's spouse, exceeds EUR750,000 or USD750,000 (or the Euro equivalent in another currency); or
- (vi) A senior employee or director of Service Providers to the Company; or
- (vii) A relation or close friend of the Promoters; or
- (viii) An entity with (or which are part of a group with) EUR3,750,000 or USD3,750,000 (or the Euro equivalent in another currency) or more under discretionary management investing on its own account; or
- (ix) A PIF promoted to Qualifying or Extraordinary Investors; or
- (x) An entity (body corporate or partnership) wholly owned by persons or entities satisfying any of the criteria listed above which is used as an investment vehicle by such persons or entities; or

Name of Qualifying Investor / Duly Authorised Signature	
Signature	
Capacity in which Signed	
Date	

#### REPRESENTATIONS AND WARRANTIES

- (i) I/we\* confirm that I/we\* have read and understood the contents of the Offering Memorandum to which this subscription form was attached and I/we\* offer to subscribe and agree to accept the number of Shares which may be allotted to me/us\* in accordance with the terms of the Offering Memorandum to which this subscription form was attached and subject to the provisions of the Memorandum and Articles.

- (ii) I/we\*, the undersigned represent and warrant that I/we am/are\* over the age of 18.
- (iii) I/we\*, represent and warrant that I/we\* have the right and authority to make the investment pursuant to this application form whether the investment is my/our own or is made on behalf of another person or entity and that I/we are/will\* not be in breach of any laws or regulations of any competent jurisdiction and I/we\* hereby indemnify the Company, the Administrator and other shareholders for any loss suffered by them as a result of this warranty/representation not being true in every respect.
- (iv) I/we\*, agree to provide the representations in this application form to the Company on an annual basis at the request of the Administrator or the Company and at such other times as the Administrator or the Company may request and to provide on request such certificates, documents or other evidence as the Company may reasonably require to substantiate such representations.
- (v) I/we\*, agree to notify the Company immediately if I/we\* become aware that any of the representations is/are\* no longer accurate and complete in all respects and, if deemed necessary by the Company at its absolute discretion, agree immediately to sell or to tender to the Company for redemption a sufficient number of Shares to allow the representation to be made.
- (vi) I/We\*, hereby confirm that the Company, the Directors and the Administrator are each authorised and instructed to accept and execute any instructions in respect of the Shares to which this application relates given by me/us by facsimile. If instructions are given by me/us\* by facsimile, I/we\* undertake to confirm them in writing. I/we\* hereby indemnify the Company, the Directors and the Administrator and agree to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting on facsimile instructions. The Company, the Directors and the Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- (vii) I/We\*, apply to be entered in the Register as the holder/holders\* of the Shares issued in relation to this application.
- (viii) I/We\*, acknowledge that due to anti-money laundering requirements operative within their jurisdiction, the Administrator and/or the Company may require proof of identity, source of funds and address as described in the Offering Memorandum before the application can be processed and the Company and/or the Administrator shall be held harmless and indemnified against any loss ensuing due to the failure to process this application, if such information as has been required by the parties hereto has not been provided by me/us. I/We\* hereby consent to the release by the Administrator or the Company of any information provided by me/us to the relevant money laundering authority or the Company or the provider of the registered office.
- (ix) I/We\*, hereby acknowledge that by signing and submitting this Form, I/we\* will by applying irrevocably for Shares in the Company all subject to the terms of the Offering Memorandum (which I/we\* have read in full and understood) and the Memorandum and Articles.
- (x) I/We\* acknowledge that the Company may compulsorily redeem my/our\* Shares in certain circumstances as laid down in the Offering Memorandum.
- (xi) I/We\* acknowledge that the Shares have not been registered under the laws of any jurisdiction, and that no governmental authority has approved the offering of the Shares.

- (xii) I/We\*, hereby acknowledge that I/we do/ do not [delete as applicable] qualify as a Politically Exposed Person in line with the term defined in Appendix F of this Offering Memorandum.
- (xiii) I/We\*, hereby acknowledge that I/we do not qualify as a U.S. Person in line with the term defined in Appendix G of this Offering Memorandum.
- (xiv) I/We confirm that any Investor Shares purchased will not be resold, transferred, assigned or delivered, directly or indirectly, in the United States or to or for the account or benefit of, directly or indirectly, any U.S. Person as defined in Appendix G to this Offering Memorandum, except in a transaction not subject to or pursuant to an applicable exemption from the registration requirements of, or which otherwise does not violate, the 1933 Act or any Federal or State securities laws in the United States.
- (xv) I/We confirm that if subsequent to purchasing Investor Shares in the Company, I/we become a U.S. Person, I/we will inform the Directors and/ or the Fund Administrator of the Company.
- (xvi) I/We\* agree to indemnify and hold harmless the Company, their Directors and officers, the Administrator, and each of their affiliates and their officers, directors, members, and employees from and against any and all direct and consequential loss, damage, liability, cost or expense (including reasonable attorneys' and accountants' fees and disbursements, whether incurred in an action between the parties hereto or otherwise) which the Company or any one of them may incur by reason of or in connection with this application and agreement, including any misrepresentation made by myself/ourselves\* or any of my/our agents\*, any breach of any declaration, representation or warranty of mine/ours\*, the failure by me/us\* to fulfil any covenants or agreements under this application and agreement, its or their reliance on facsimile or other instructions.

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**7. SIGNATURE(S)**

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First Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Additional Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**Please be advised that applications signed under a Power of Attorney cannot be accepted**

**Please send this original application form and all original supporting documentation to:-**

**Alter Domus Fund Services (Malta) Limited**

Vision Exchange Building, Territorials Street  
 Mriehel BKR 3000, Malta  
 Tel: (+356) 22 05 10 00  
 Fax: (+ 356) 27 48 08 29  
 Email: [admt-aafa@alterdomus.com](mailto:admt-aafa@alterdomus.com)

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**8. FOR PROFESSIONAL ADVISER'S USE ONLY**

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<b>Advisor Name:</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Email:</b>	



## APPENDIX D PAYMENT INSTRUCTIONS

Once the Subscription Documents have been filled in and sent to the Company, subscription funds should be sent to the Company at the following address:

**Adventum QUARTUM Central Europe SICAV plc**

215/1, Old Bakery Street  
Valletta VLT 1451  
Malta

Payment for the Investor Shares should be made in EUR to the following:

Beneficiary Bank: Sparkasse Bank Malta plc  
Swift Code: SBMTMTMT  
Beneficiary Name : Adventum QUARTUM Central Europe SICAV plc – Subscription Account  
Beneficiary Account No: 09000035327000  
Beneficiary IBAN no: MT65SBMT55505000009000035327000  
  
Reference: [Subscriber Name]

**Please remember to add the Subscriber name as a reference on the fund wiring instructions to ensure proper crediting of funds.**

**Please also advise the Administrator that the funds have been sent. Please contact the Administrator if you are having difficulty sending funds:**

**Alter Domus Fund Services (Malta) Limited**

Vision Exchange Building, Territorials Street  
Mriehel BKR 3000, Malta

Tel: (+356) 22 05 10 00

Fax: (+ 356) 27 48 08 29

Email: admt-aafa@alterdomus.com



## APPENDIX E REDEMPTION REQUESTS

Shareholders wishing to redeem all or any of their shareholding must serve a Redemption Request to the Administrator of the Company in the form of a letter (including the following information) in original at the following address:

**Alter Domus Fund Services (Malta) Limited**

Vision Exchange Building, Territorials Street  
Mriehel BKR 3000, Malta

Tel: (+356) 22 05 10 00

Fax: (+ 356) 27 48 08 29

Email: admt-aafa@alterdomus.com

**Details of Redemption Request:**

Class of Shares: Investor Shares A / Investor Shares B (*delete as applicable*)

Subscribers Name: \_\_\_\_\_

Name of Company for which the Redemption Request  
pertains: \_\_\_\_\_

Number of shares/amount being requested to be  
Redeemed: \_\_\_\_\_

Number of shares remaining in the Company after the Redemption Request:

Signed: ..... Name: .....

Date: .....

Entity (if corporate investor):.....

Position of signatory (if corporate investor):.....

A Redemption Request so given shall be in writing signed by the shareholder or an authorised signatory thereof and shall include full details of the shareholding including the name(s) and address(es) of the shareholder, the number of shares held and the number of shares being redeemed.

If a redemption would otherwise result in a shareholder having a residual holding of Investor Shares valued at less than the Minimum Investment in the Company, the Directors, at their absolute discretion, may deem the Redemption Request to have been made in respect of all the Invest or Shares held by that shareholder.

Redemption proceeds will be remitted by bank transfer to the same account from which the original subscription monies were received.

**For a Redemption Request to be effective it must be sent to the Administrator in original form bearing an original signature of the shareholder or an authorised signatory thereof. Redemption Requests should be sent by courier ONLY. Redemption Requests should not be sent by post or any other alternative means.**

### **POLITICALLY EXPOSED PERSON DEFINITION**

For the purposes of this Offering Memorandum, the term Politically Exposed Person shall have the same definition as set out by Subsidiary Legislation 373.01 of the laws of Malta, the Prevention of Money Laundering and Funding of Terrorism Regulations of 1<sup>st</sup> January, as may be amended from time to time, which refers to the term Politically Exposed Person as:

“natural persons who are or have been entrusted with prominent public functions, other than middle ranking or more junior officials.

For the purposes of this definition the term "natural persons who are or have been entrusted with prominent public functions in or outside Malta, other than middle ranking or more junior officials" includes the following:

- a. Heads of State, Heads of Government, Ministers, Deputy or Assistant Ministers, and Parliamentary Secretaries;
- b. Members of Parliament or similar legislative bodies;
- c. Members of the governing bodies of political parties;
- d. Members of superior, supreme, and constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- e. Members of courts of auditors or of the boards of central banks;
- f. Ambassadors, charges d'affaires and high-ranking officers in the armed forces;
- g. Members of the administrative, management or supervisory boards of State-owned enterprises;
- h. Anyone exercising a function equivalent to those set out in paragraphs (a) to (f) within an institution of the European Union or any other international body; and
- i. Anyone entrusted with a prominent public function listed in an order issued by the Minister in terms of article 12(5) of the PMLA from time to time, or included in any other equivalent list issued by any other jurisdiction or international organisation.”

The definition extends also to family members or persons known to be close associates of politically exposed persons, and, for this purpose:

“family members” includes:

- a. The spouse, or a person considered to be equivalent to a spouse;
- b. The children and their spouses, or persons considered to be equivalent to a spouse; and
- c. The parents.

“persons known to be close associates” means:

- a. A natural person known to have joint beneficial ownership of a body corporate or any other form of legal arrangement, or any other close business relations, with that politically exposed person;
- b. A natural person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of that politically exposed person.



## APPENDIX G DEFINITION OF U.S. PERSON

### **U.S. PERSON DEFINITION**

For the purposes of this Offering Memorandum, the term U.S. Person shall have the same definition as set out by the FATCA regulation as may be amended from time to time, which defines a U.S. Person as:

- a. A citizen or resident of the United States

The term 'US citizen' means:

- i. an individual born in the United States
  - ii. an individual who has a parent who is a US citizen can be determined a US citizen
  - iii. a former alien who has been naturalised as a US citizen
  - iv. an individual born in Puerto Rico
  - v. an individual born in Guam
  - vi. an individual born in the US Virgin Islands.
- b. A partnership created or organised in the United States or under the law of the United States or of any state, or the District of Columbia;
- c. A corporation created or organised in the United States or under the law of the United States or of any state, or the District of Columbia;
- d. Any estate or trust other than a foreign estate or foreign trust;
- e. A person that meets the substantial presence test;
- f. Any other person that is not a foreign person.