IMPORTANT NOTICE

THE ATTACHED PROSPECTUS MAY NOT BE DISTRIBUTED DIRECTLY OR INDIRECTLY IN OR INTO THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following applies to the attached prospectus (the "**Prospectus**"), whether received by e-mail, accessed from an internet page or otherwise received as a result of electronic communication and you are therefore advised to read this carefully before reading, accessing or making any other use of the Prospectus. In reading, accessing or making any other use of the Prospectus, you agree to be bound by the following terms and conditions and each of the restrictions set out in the Prospectus, including any modifications made to them from time to time, each time you receive any information from MAF Global Securities Limited (the "**Issuer**"), Majid Al Futtaim Holding LLC ("**Majid Al Futtaim Holding**") or Majid Al Futtaim Properties LLC ("**Majid Al Futtaim Properties**") as a result of such access. You acknowledge that this electronic transmission and the delivery of the Prospectus is confidential and intended only for you and you agree you will not reproduce or publish this electronic transmission or forward the Prospectus to any other person.

RESTRICTIONS: NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES IN THE UNITED STATES OR IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES TO BE ISSUED DESCRIBED IN THE PROSPECTUS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTIONS AND THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED DIRECTLY OR INDIRECTLY WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

THE PROSPECTUS IS NOT BEING DISTRIBUTED TO, AND MUST NOT BE PASSED ON TO, THE GENERAL PUBLIC IN THE UNITED KINGDOM. RATHER, THE COMMUNICATION OF THE PROSPECTUS AS A FINANCIAL PROMOTION IS ONLY BEING MADE TO THOSE PERSONS FALLING WITHIN ARTICLE 19(5) OR ARTICLE 49(2)(A) TO (D) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, OR TO OTHER PERSONS TO WHOM THE ATTACHED DOCUMENT MAY OTHERWISE BE DISTRIBUTED WITHOUT CONTRAVENTION OF SECTION 21(1) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED, OR ANY PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE. THIS COMMUNICATION IS BEING DIRECTED ONLY AT PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS COMMUNICATION RELATES WILL BE ENGAGED IN ONLY WITH SUCH PERSONS (SUCH PERSONS BEING THE "**RELEVANT PERSONS**"). NO OTHER PERSON SHOULD RELY ON IT.

CONFIRMATION OF YOUR REPRESENTATION: In order to be eligible to view the Prospectus or make an investment decision with respect to the Notes described therein: (a) each prospective investor in respect of the Notes being offered outside of the United States in an offshore transaction pursuant to Regulation S must be outside of the United States and not a U.S. person; and (b) each prospective investor in respect of the Notes being offered in the United Kingdom must be a Relevant Person.

By accepting this e-mail and accessing, reading or making any other use of the Prospectus, you shall be deemed to have confirmed and represented to the Issuer, Majid Al Futtaim Holding, Majid Al Futtaim Properties and Abu Dhabi Commercial Bank PJSC, Citigroup Global Markets Limited, Emirates NBD Bank P.J.S.C., First Abu Dhabi Bank P.J.S.C, HSBC Bank plc and Standard Chartered Bank (together, the "**Joint Lead Managers**") that: (a) you have understood and agree to the terms set out herein; (b) the e-mail address to which, pursuant to your request, the Prospectus has been delivered by electronic transmission is not located in the United States, its territories, its possessions and other areas subject to its jurisdiction (and its possessions include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands); (c) in respect of the Notes being offered in the United Kingdom, you are (or the person you represent is) a Relevant Person; (d) you consent to delivery of the Prospectus and any amendments or supplements thereto by electronic transmission; (e) you will not transmit the Prospectus (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the consent of the Joint Lead Managers; and (f) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation or other economic considerations with respect to your decision to subscribe for or purchase any of the Notes.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver or disclose the contents of the Prospectus, electronically or otherwise, to any other person and in particular to any address in the United States. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

If you received the Prospectus by e-mail, you should not reply by e-mail to this communication. Any reply e-mail communications, including those you generate by using the "reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The Prospectus and the other materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the offering of securities described herein be made by a licensed broker or dealer and the Joint Lead Managers or any affiliate of the Joint Lead Managers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Joint Lead Managers or such affiliate on behalf of the Issuer in such jurisdiction.

Under no circumstances shall the Prospectus constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of the Prospectus who intend to subscribe for or purchase the Notes are reminded that any subscription or purchase may only be made on the basis of the information contained in the final version of the prospectus.

The Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer, Majid Al Futtaim Holding, Majid Al Futtaim Properties, the Joint Lead Managers nor any person who controls them nor any director, officer, employee nor agent of them or any of their respective affiliates accepts any liability or responsibility whatsoever in respect of any difference or discrepancies between the Prospectus distributed to you in electronic format and the hard-copy version available to you on request from the Joint Lead Managers. Please ensure that your copy is complete.

The distribution of the Prospectus in certain jurisdictions may be restricted by law. Persons into whose possession the Prospectus comes are required by the Issuer, Majid Al Futtaim Holding, Majid Al Futtaim Properties and the Joint Lead Managers to inform themselves about, and to observe, any such restrictions.

PROSPECTUS DATED 28 JUNE 2022

MAF GLOBAL SECURITIES LIMITED

(*incorporated with limited liability in the Cayman Islands*)

U.S.$500,000,000 Reset Subordinated Perpetual Notes irrevocably guaranteed, on a joint and several basis, by

MAJID AL FUTTAIM HOLDING LLC

(*incorporated with limited liability in the Emirate of Dubai, United Arab Emirates*)

and

MAJID AL FUTTAIM PROPERTIES LLC

(*incorporated with limited liability in the Emirate of Dubai, United Arab Emirates*)

The U.S.$500,000,000 reset subordinated perpetual notes (the "**Notes**") are issued by MAF Global Securities Limited (the "**Issuer**"). The payments of all amounts due in respect of the Notes will be irrevocably guaranteed (the "**Guarantee**"), on a joint and several basis, by Majid Al Futtaim Holding LLC ("**Majid Al Futtaim Holding**") and Majid Al Futtaim Properties LLC ("**Majid Al Futtaim Properties**" and, together with Majid Al Futtaim Holding, the "**Guarantors**" and each a "**Guarantor**"). The Notes will be issued in registered form (the "**Registered Notes**"). See "*Form of the Notes*" for a description of the manner in which Notes will be issued. Registered Notes are subject to certain restrictions on transfer (see "*Subscription and Sale*").

The Notes will constitute subordinated perpetual instruments with no fixed maturity date. The Notes are redeemable at the Issuer's option on any date during the period commencing (and including) 30 June 2027 (the "**First Call Date**") to (and including) the First Reset Date or on any Interest Payment Date thereafter (each as defined in the terms and conditions of the Notes, the "**Conditions**"). In addition, the Issuer may redeem all outstanding Notes at any time in the event of the occurrence of a Gross-Up Event, an Accounting Event, a Substantial Repurchase Event, a Rating Methodology Event or a Change of Control (each as defined in the Conditions), in each case in accordance with the Conditions.

The Notes will bear interest from and including 30 June 2022 (the "**Issue Date**") to, but excluding, the First Reset Date at the rate of 7.875 per cent. per annum, payable (subject to the right of the Issuer to defer payments of interest in accordance with Condition 5.5 (*Interest deferral*)) semi-annually in arrear on each Interest Payment Date, commencing on 30 September 2022 and ending on the First Reset Date. Thereafter, the Notes shall bear interest in respect of each Reset Interest Period at a rate per annum which shall be equal to the relevant U.S. Treasury Rate plus the applicable Margin corresponding to such Reset Interest Period (each as defined in the Conditions).

The claims of the holders of the Notes (the "**Noteholders**") under the Notes and the Guarantee, including in respect of any claim to Optionally Outstanding Payments (as defined in the Conditions), will rank junior to all payment obligations of the Issuer and the relevant Guarantor (other than the Parity Securities and the Junior Securities of each Issuer and the relevant Guarantor), *pari passu* with Parity Securities of the Issuer and senior only to the Junior Securities (as defined in the Conditions) of each of the Issuer and the relevant Guarantor.

All obligations of the relevant Guarantor under the Guarantee shall at all times be conditional upon, *inter alia*, the relevant Guarantor being Solvent (as defined in Condition 4.2 (*Subordination in respect of the Guarantee*)) at the time of payment (as further described in Condition 4.2 (*Subordination in respect of the Guarantee*)). **See in particular**, "***Risk Factors – The obligations of each Guarantor are conditional, deeply subordinated in right of payment and the rights and claims of the Noteholders against the relevant Guarantor may be extinguished in certain circumstances***".

An investment in the Notes involves certain risks. For a discussion of these risks, see "*Risk Factors*".

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**"). The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or Guarantors or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and the Council on markets in financial instruments (as amended, "**EU MiFID II**"). There can be no assurance that any such admission to trading will be maintained. Application has been made to the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") for the Notes to be admitted to the Official List and trading on its regulated market (the "**Regulated Market**"). The Regulated Market is a regulated market for the purposes of EU MiFID II. This Prospectus constitutes a prospectus for the purposes of the EU Prospectus Regulation. This Prospectus is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "**EEA**"). The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

The Notes may only be offered, sold or transferred in registered form in minimum principal amounts of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or the benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation**

S")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

Each of S&P Global Ratings Europe Limited ("**S&P**") and Fitch Ratings Limited ("**Fitch**") has rated Majid Al Futtaim Holding. Fitch is established in the United Kingdom (the "**UK**") and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**"). Fitch appears on the latest update of the list of registered credit rating agencies (as of the date of this Prospectus) on the United Kingdom Financial Conduct Authority's (the "**FCA**") Financial Services Register. The rating issued by Fitch has been endorsed by Fitch Ratings Ireland Limited. Fitch Ratings Ireland Limited is established in the European Eeconomic Area (the "**EEA**") and registered under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**"). S&P is established in the EEA and is registered under the EU CRA Regulation. As such, S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the EU CRA Regulation. The rating S&P has assigned is endorsed by S&P Global Ratings UK Limited, which is established in the UK and registered under the UK CRA Regulation.

Fitch has rated Majid Al Futtaim Holding's long-term issuer default rating and senior unsecured rating at 'BBB', with a stable outlook. Fitch has rated Majid Al Futtaim Holding's short-term issuer default rating at 'F3'. Fitch has not independently rated the Issuer or Majid Al Futtaim Properties. Fitch is also expected to rate the Notes at "BB+". S&P has given Majid Al Futtaim Holding a corporate credit rating of 'BBB/A-2', with a stable outlook. S&P has not independently rated the Issuer or Majid Al Futtaim Properties. S&P is also expected to rate the Notes at "BB+".

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

STRUCTURING AGENT

HSBC

GLOBAL CO-ORDINATORS

Citigroup

HSBC | **Standard Chartered Bank**

JOINT LEAD MANAGERS

Abu Dhabi Commercial Bank | **Citigroup**

Emirates NBD Capital | **First Abu Dhabi Bank**

HSBC | **Standard Chartered Bank**

This Prospectus comprises a prospectus for the purposes of the EU Prospectus Regulation and is for the purpose of giving information with regard to the Issuer, the Guarantors and the Notes which, according to the particular nature of the Issuer, the Guarantors and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position or financial performance, profit and losses and prospects of the Issuer and the Guarantors.

The Issuer and each of the Guarantors accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer and the Guarantors the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Notes will be issued in accordance with the terms set out herein under the Conditions (see "*Terms and Conditions of the Notes*").

Certain information under the heading "*Description of the Group*" has been extracted from information provided by third-party sources and the source of such information is specified where it appears under that heading. The Issuer and each of the Guarantors confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by the relevant sources referred to, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Neither the Joint Lead Managers nor the Trustee (as defined below) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of them as to the accuracy, adequacy, reasonableness or completeness of the information contained in this Prospectus or any other information provided by the the Issuer or the Guarantors in connection with the Notes nor is any responsibility accepted by them, for any acts or omissions of the Issuer, the Guarantors or any other person (other than the relevant Joint Lead Manager or Trustee) in connection with the issue and offering of the Notes. No Joint Lead Manager or the Trustee accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer or the Guarantors in connection with the Notes.

No person is or has been authorised by the Issuer, the Guarantors, the Joint Lead Managers or the Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, either of the Guarantors, any of the Joint Lead Managers, the Trustee or the Agents.

Neither the delivery of this Prospectus nor any sale of any Notes shall, under any circumstances, constitute a representation or create any implication that the information contained herein is correct as of any time subsequent to the date hereof is correct as of any time subsequent to the date indicated in the attached document containing the same. The Trustee and the Joint Lead Managers expressly do not undertake to review the financial condition or affairs of the Issuer or either of the Guarantors during the life of the Notes, or to advise any investor in the Notes of any information coming to their attention.

None of the Joint Lead Managers, the Trustee or the Agents has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of them as to the accuracy, adequacy, reasonableness or completeness of the information contained in this Prospectus or any other information provided by the Issuer or the Guarantors in connection with the issue and offering of Notes.

None of the Joint Lead Managers accepts any responsibility for any acts or omissions of the Issuer or the Guarantors or any other person in connection with the Prospectus or the issue and offering of Notes.

Neither this Prospectus nor any other information supplied in connection with the Notes is: (a) intended to provide the basis of any credit or other evaluation save for making an investment decision on the Notes; or (b) should be considered as a recommendation by the Issuer, the Guarantors, the Joint Lead Managers, the Trustee or the Agents that any recipient of this Prospectus or the issue of any Notes should purchase the Notes. Each investor contemplating purchasing the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Guarantors. None of the Joint Lead Managers, the Trustee or the Agents accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer and the Guarantors in connection with the issue and offering of the Notes.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact the Notes will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency of payment is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as standalone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

No comment is made or advice given by the Issuer, the Guarantors, the Joint Lead Managers, the Trustee or the Agents in respect of taxation matters relating to any Notes or the legality of the purchase of the Notes by an investor under any applicable law.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (1) the Notes are legal investments for it; (2) the Notes can be used as collateral for various types of borrowing; and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF ANY NOTES.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Guarantors, the Joint Lead Managers, the Trustee or the Agents represents that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantors, the Joint Lead Managers, the Trustee or the Agents which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of the Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the Cayman Islands, the Dubai International Financial Centre, the European Economic Area, Hong Kong, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, Singapore, the State of Qatar (including the Qatar Financial Centre) the United Arab Emirates (excluding the Dubai International Financial Centre) and the United States (see "*Subscription and Sale*").

This Prospectus has been prepared on the basis that any offer of Notes in any member state of the EEA will be made pursuant to an exemption under the EU Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that EEA member state of Notes which are the subject of an offering contemplated in this Prospectus may only do so in circumstances in which no obligation arises for the Issuer, the Guarantors or any Joint Lead Manager to publish a prospectus pursuant to the EU Prospectus Regulation or supplement a prospectus pursuant to the EU Prospectus Regulation, in each case, in relation to such offer. None of the Issuer, the Guarantors or any Joint Lead Manager have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer, the Guarantors or any Joint Lead Manager to publish or supplement a prospectus for such offer.

None of the Issuer, the Guarantors, the Joint Lead Managers or the Trustee makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time. None of the Joint Lead Managers makes any representation as to the suitability of any green Notes, including the listing or admission to trading thereof on any dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of any stock exchange or securities market, to fulfil any green, social, environmental or sustainability criteria required by any prospective investors. The Joint Lead Managers have not undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Projects (as defined herein), any verification of whether the Eligible Projects meet such criteria, the monitoring of the use of proceeds of any green Notes (or amounts equal thereto) or the allocation of the proceeds by the Guarantors or any other company controlled by the Guarantors to particular Eligible Projects. Investors should refer to the Green Finance Framework (as defined herein) which the Group may publish from time to time, any second party opinion delivered in respect thereof, and any public reporting by or on behalf of the Group in respect of the application of the proceeds of any issue of green notes for further information. Any such framework and/or second party opinion and/or public reporting will not be incorporated by reference in this Prospectus and none of the Joint Lead Managers makes any representation as to the suitability or contents thereof.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

PRESENTATION OF GROUP FINANCIAL INFORMATION

The financial statements relating to the Group (as defined below) and incorporated by reference into this Prospectus are as follows:

- the audited consolidated financial statements as at and for the financial year ended 31 December 2021 of Majid Al Futtaim Holding (the "**2021 Group Financial Statements**"); and

- the audited consolidated financial statements as at and for the financial year ended 31 December 2020 of Majid Al Futtaim Holding (the "**2020 Group Financial Statements**" and, together with the 2021 Group Financial Statements, the "**Group Financial Statements**").

The Group Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board (the "**IASB**"). The Group Financial Statements have been audited in accordance with International Standards on Auditing by KPMG Lower Gulf Limited ("**KPMG**") without qualification. The Group publishes its financial statements in UAE dirham.

Certain restatements and reclassifications

The IASB issued amendments to IFRS 16 in May 2020, providing relief for lessees in accounting for rent concessions granted as a direct consequence of the COVID-19 pandemic. This is applicable for periods beginning on or after 1 June 2020, with early application permitted. The Group has early adopted the amendment to the standard and has applied the relief to eligible rent concessions received during 2020. The amendments provide the Group, as a lessee, with an exemption from the requirements to determine whether a COVID-19 related rent concession is a lease modification, provided that certain conditions are satisfied. Accordingly, the Group recognised rent concessions amounting to AED 51 million within its operating expenses for the year ended 31 December 2021 and AED 133 million for the year ended 31 December 2020. See Note 6.1 to the 2021 Group Financial Statements.

PRESENTATION OF MAJID AL FUTTAIM PROPERTIES FINANCIAL INFORMATION

The financial statements relating to Majid Al Futtaim Properties incorporated by reference into this Prospectus are as follows:

- the audited consolidated financial statements as at and for the financial year ended 31 December 2021 of Majid Al Futtaim Properties (the "**2021 Majid Al Futtaim Properties Financial Statements**"); and

- the audited consolidated financial statements as at and for the financial year ended 31 December 2020 of Majid Al Futtaim Properties (the "**2020 Majid Al Futtaim Properties Financial Statements**" and, together with the 2021 Majid Al Futtaim Properties Financial Statements, the "**Majid Al Futtaim Properties Financial Statements**") (the Majid Al Futtaim Properties Financial Statements and the Group Financial Statements together, the "**Financial Statements**").

The Majid Al Futtaim Properties Financial Statements have been prepared in accordance with IFRS. The Majid Al Futtaim Properties Financial Statements have been audited in accordance with International Standards on Auditing by KPMG without qualification. Majid Al Futtaim Properties publishes its financial statements in UAE dirham.

PRESENTATION OF ISSUER FINANCIAL INFORMATION

The audited financial statements of the Issuer as at and for the financial year ended 31 December 2021 and as at and for the financial year ended 31 December 2020 are referred to in, and incorporated by reference into, this Prospectus. These financial statements have been prepared in accordance with IFRS. These financial statements have been audited in accordance with International Standards on Auditing by KPMG without qualification. The Issuer publishes its financial statements in U.S. dollars. The Issuer has not published (and is not required to publish under the laws of the Cayman Islands) any interim financial statements.

USE OF ALTERNATIVE PERFORMANCE MEASURES

This Prospectus includes certain financial information which has not been prepared in accordance with IFRS and which constitutes alternative performance measures ("**APMs**") for the purposes of the European Securities and Markets Association's Guidelines on Alternative Performance Measures (the "**ESMA Guidelines**"). The Group believes that the APMs presented in this Prospectus provide useful supplementary information to both investors and to the Group's management as they facilitate the evaluation of underlying business performance and enhance comparability between reporting periods. However, investors are cautioned not to place undue reliance on this information and should note that, since not all companies calculate financial measurements such as the APMs presented by the Group in this Prospectus in the same manner, these are not always directly comparable to performance metrics used by other companies (including similarly titled performance metrics used by other companies).

Additionally, the APMs presented by the Group in this Prospectus are unaudited and have not been prepared in accordance with IFRS or any other accounting standards. Accordingly, these financial measures should not be seen as a substitute for measures defined according to IFRS.

In particular, the Group's management has used, and expects to use, EBITDA-based measures to assess operating performance and to make decisions about allocating resources among the Group's various business lines. In assessing the Group's overall performance and the performance of each of the Group's business lines, management reviews EBITDA-based measures as a general indicator of performance compared to prior periods. EBITDA has important limitations as an analytical tool and should not be considered in isolation from, or as a substitute for an analysis of, the Group's or any other company's operating results as reported under IFRS. Some of the limitations are:

- EBITDA does not reflect all cash expenditures or future requirements for capital expenditures or contractual commitments;
- EBITDA does not reflect changes in, or cash requirements for, working capital needs;
- EBITDA does not reflect the interest expense or the cash requirements necessary to service interest or principal payments on debt;
- although depreciation and amortisation are non-cash charges, the assets being depreciated and amortised will often have to be replaced in the future and EBITDA does not reflect any cash requirements for such replacements; and
- other companies may calculate EBITDA differently, limiting its usefulness as a comparative measure.

The Group considers that the following metrics (which are set out below along with their reconciliation, to the extent that such information is not defined according to IFRS and not included in the Financial Statements incorporated by reference into this Prospectus) presented in this Prospectus constitute APMs for the purposes of the ESMA Guidelines:

APM	Definition/method of calculation	Reconciliation with Financial Statements
Debt/capital	This ratio is used to measure the Group's capital structure, financial solvency and degree of leverage.	Calculated as debt divided by capital. Debt comprises bank overdraft, short-term loans, current maturity of long-term loans and long-term loans (each as set out in the consolidated statement of financial position in the 2021 Group Financial Statements). Capital comprises total equity (as set out in the consolidated statement of financial position in the 2021 Group Financial Statements).
EBITDA (and adjusted EBITDA)	The Group's or, as the case may be, Majid Al Futtaim Properties' earnings before interest, tax, non-controlling interests, depreciation, amortisation, impairment and other exceptional items of charges or credits that are one-off in nature and significance and used to measure the Group's or, as the case may be, Majid Al Futtaim Properties' operating profitability. To ensure	See "*Summary of Group Financial Information – EBITDA and Other Ratios*" (for the Group) and "*Summary of Majid Al Futtaim Properties Financial Information – EBITDA*" (for Majid Al Futtaim Properties).

APM	Definition/method of calculation	Reconciliation with Financial Statements
	consistency and relevance of EBITDA as a measure of operating performance, EBITDA has been adjusted with the impact of fixed rent expense, which has been derecognised on adoption of IFRS 16 in 2019.	
EBITDA/interest	Also known as the EBITDA interest coverage ratio, this ratio is used to assess the Group's ability to pay its interest expenses.	Calculated as EBITDA divided by net finance costs. For EBITDA, see above (EBITDA). Net finance costs are finance costs (excluding interest expense on lease liabilities and capitalised interest on development expenditure) *less* finance income (each as set out in Note 13.2 to the 2021 Group Financial Statements).
EBITDA margin	This ratio is used to measure the Group's operating profit as a percentage of its revenue in order to analyse the Group's operational efficiency.	Calculated as EBITDA divided by revenue. For EBITDA, see above (EBITDA). Revenue is as set out in the consolidated statement of profit or loss and other comprehensive income in the 2021 Group Financial Statements.
LTV	The loan to value (or LTV) ratio provides an assessment of lending risk. Generally, a high LTV indicates a high level of lending risk.	Calculated as net debt divided by tangible fixed assets. Net debt comprises bank overdraft, current maturity of long-term loans and long-term loans *less* cash in hand and at bank (each as set out in the consolidated statement of financial position in the 2021 Group Financial Statements). Tangible fixed assets comprise property, plant and equipment, investment properties and right-of-use assets (each as set out in the consolidated statement of financial position in the 2021 Group Financial Statements).
Net debt/EBITDA	This ratio is a measurement of the Group's leverage.	Calculated as net debt divided by EBITDA. For net debt, see above (LTV). For EBITDA, see above (EBITDA).
Net debt/equity (or total net debt to total equity)	Also known as the gearing ratio, this ratio indicates the proportion of shareholders' equity to net debt being used by the Group to finance its assets.	Calculated as net debt divided by total equity. For net debt, see above (LTV). Total equity is as set out in the consolidated statement of financial position in the 2021 Group Financial Statements.
Operating income	This is a measure of the Group's profitability.	Calculated as revenue less cost of sales. Revenue and cost of sales are as set out in the consolidated statement of profit or loss and other comprehensive income in the 2021 Group Financial Statements.
Operating margin	This is a measure of the Group's profitability.	Calculated as profit before tax divided by revenue. Profit before tax and revenue are as set out in the consolidated statement of profit or loss and other comprehensive income in the 2021 Group Financial Statements.
Sales margin	This indicates the amount of profit generated from the sale of a product or service.	Calculated as gross profit divided by revenue. Gross profit is calculated as revenue minus cost of sales. Revenue and cost of sales are as set out in the consolidated statement of profit or loss and other comprehensive income in the 2021 Group Financial Statements.
Tangible net worth	This indicates the net worth of the Group (i.e., an approximation of the liquidation value of the Group).	Calculated as total assets less total liabilities. Total assets and total liabilities are as set out in the consolidated statement of financial position in the 2021 Group Financial Statements.

PRESENTATION OF OTHER INFORMATION

In this Prospectus, references to:

- "**Abu Dhabi**", "**Dubai**", "**Sharjah**", "**Fujairah**" and "**Ajman**" are to the Emirates of Abu Dhabi, Dubai, Sharjah, Fujairah and Ajman, respectively;
- "**AED**" or "**dirham**" are to the lawful currency of the UAE. One dirham equals 100 fils;
- "**Carrefour**" are to Carrefour France SA and Carrefour Nederland BV and (when referring to the Group's stores) include reference to the Group's Carrefour stores in Pakistan which are branded as "Hyperstar";
- "**EUR**", "**euro**" or "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended from time to time;
- "**GCC**" are to the Gulf Cooperation Council countries comprising the Kingdom of Bahrain ("**Bahrain**"), the State of Kuwait ("**Kuwait**"), the Sultanate of Oman ("**Oman**"), the State of Qatar ("**Qatar**"), the Kingdom of Saudi Arabia ("**Saudi Arabia**") and the United Arab Emirates (the "**UAE**");
- "**Group**" are to Majid Al Futtaim Holding and its consolidated subsidiaries, associates and joint ventures;
- "**Majid Al Futtaim Cinemas**" are to Majid Al Futtaim Cinemas LLC;
- "**Majid Al Futtaim Finance**" are to Majid Al Futtaim Finance LLC;
- "**Majid Al Futtaim LEC**" are to the Majid Al Futtaim Leisure, Entertainment and Cinemas sector of the Group;
- "**Majid Al Futtaim Leisure and Entertainment**" are to Majid Al Futtaim Leisure and Entertainment LLC;
- "**Majid Al Futtaim Global Solutions**" are to Majid Al Futtaim Global Solutions LLC;
- "**Majid Al Futtaim Lifestyle**" are to Majid Al Futtaim Lifestyle LLC;
- "**Majid Al Futtaim Properties**" are to Majid Al Futtaim Properties LLC and, unless the context does not permit, include its subsidiaries;
- "**Majid Al Futtaim Retail**" are to Majid Al Futtaim Retail LLC and, unless the context does not permit, include its subsidiaries;
- "**Majid Al Futtaim Ventures**" are to Majid Al Futtaim Ventures LLC and, unless the context does not permit, include its subsidiaries. With effect from 1 January 2021, Majid Al Futtaim Ventures was restructured and its operations were segregated under two operational entities – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle;
- a "**Member State**" are, unless the context does not permit, references to a Member State of the European Economic Area;
- the "**MENA region**" are to the Middle East and North Africa region and include Pakistan; and
- "**U.S.$**" or "**U.S. dollars**" are to the lawful currency of the United States.

The dirham has been pegged to the U.S. dollar since 22 November 1980. The mid-point between the official buying and selling rates for the dirham is at a fixed rate of AED 3.6725 = U.S.$1.00. All U.S. dollar translations of dirham amounts appearing in this Prospectus have been translated at this fixed exchange rate. Such translations should not be construed as representations that dirham amounts have been or could be converted into U.S. dollars at this or any other rate of exchange.

Certain figures and percentages included in this Prospectus have been subject to rounding adjustments; accordingly figures shown in the same category presented in different tables in this Prospectus and the Financial Statements may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

In this Prospectus, data in relation to footfall, hotel occupancy levels and population in territories in which the Group operates are sourced from the Group's internal data unless otherwise stated.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Prospectus may be deemed to be "forward-looking statements". Forward-looking statements include statements concerning Majid Al Futtaim Properties' or, as the case may be, Majid Al Futtaim Holding's plans, objectives, goals, strategies and future operations and performance and the assumptions underlying these forward-looking statements. When used in this Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*", "*Group Financial Review*", "*Majid Al Futtaim Properties Financial Review*" and "*Description of the Group*" and other sections of this Prospectus. Each of Majid Al Futtaim Properties and Majid Al Futtaim Holding has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although Majid Al Futtaim Properties or, as the case may be, Majid Al Futtaim Holding believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of this Prospectus, if one or more of the risks or uncertainties materialise, including those identified below or which Majid Al Futtaim Properties or Majid Al Futtaim Holding have otherwise identified in this Prospectus, or if any of Majid Al Futtaim Properties' or, as the case may be, Majid Al Futtaim Holding's underlying assumptions prove to be incomplete or inaccurate, Majid Al Futtaim Properties' or, as the case may be, Majid Al Futtaim Holding's actual results of operation may vary from those expected, estimated or predicted. Investors are therefore strongly advised to read the sections "*Risk Factors*", "*Group Financial Review*", "*Majid Al Futtaim Properties Financial Review*" and "*Description of the Group*", which include a more detailed description of the factors that might have an impact on the Group's business development and on the industry sector in which the Group operates.

The risks and uncertainties referred to above include:

- the economic and political conditions in the markets in which the Group operates;
- increased exposure to adverse events affecting any part of the Group's business due to the inter-dependence of the Group's businesses;
- the Group's ability to successfully manage the growth of its business;
- operational risks that may arise as a result of the Group companies being party to a number of joint ventures and franchise arrangements; and
- limitations on the Group's flexibility in operating its businesses due to restrictions contained in debt agreements.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*".

Any forward-looking statements contained in this Prospectus speak only as at the date of this Prospectus. Without prejudice to any requirements under applicable laws and regulations (including, without limitation, the Central Bank's and Euronext Dublin's rules and regulations regarding ongoing disclosure obligations), each of Majid Al Futtaim Properties and Majid Al Futtaim Holding expressly disclaims any obligation or undertaking to disseminate after the date of this Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II or; (ii) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No. 1286/2014 (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No. 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to UK MiFIR is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

CAYMAN ISLANDS NOTICE

No invitation, whether directly or indirectly, may be made to any member of the public of the Cayman Islands to subscribe for any Notes and this Prospectus shall not be construed as an invitation to any member of the public of the Cayman Islands to subscribe for any Notes.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, securities issued in connection with this Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the Central Bank of Bahrain ("**CBB**") in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.$100,000 or any equivalent amount in other currency or such other amount as the CBB may determine.

This Prospectus does not constitute an offer of securities in the Kingdom of Bahrain pursuant to the terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (Decree Law No. 64 of 2006). This Prospectus and related offering documents have not been and will not be registered as a Prospectus with the CBB. Accordingly, no Notes may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Prospectus or related offering documents and it has not in any way considered the merits of the securities to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this Prospectus and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Prospectus. No offer of Notes will be made to the public in the Kingdom of Bahrain and this Prospectus must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

The offering complies with Legislative Decree No. (4) of 2001 with respect to the Prevention and Prohibition of the Laundering of Money and the Ministerial Orders issued thereunder, including but not limited to, Ministerial Order No. (7) of 2001 with respect to Institutions' Obligations Concerning the Prohibition and Combating of Money Laundering and Anti-Money Laundering and Combating of Financial Crime Module contained in the Central Bank of Bahrain Rulebook, Volume 6.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

This Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "**CMA**").

The CMA does not make any representation as to the accuracy or completeness of this Prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Prospectus. Prospective purchasers of Notes should conduct their own due diligence on the accuracy of the information relating to the Notes. If a prospective purchaser does not understand the contents of this Prospectus, he or she should consult an authorised financial adviser.

NOTICE TO RESIDENTS OF THE STATE OF QATAR

The Notes will not be offered, sold or delivered, at any time, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre) in a manner that would constitute a public offering. This Prospectus has not been and will not be reviewed or approved by or registered with the Qatar Central Bank, the Qatar Stock Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority in accordance with their regulations or any other regulations in the State of Qatar (including the Qatar Financial Centre). The Notes are not and will not be traded on the Qatar Stock Exchange. The Notes and interests therein will not be offered to investors domiciled or resident in the State of Qatar and do not constitute debt financing in the State of Qatar under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar.

NOTICE TO RESIDENTS OF MALAYSIA

The Notes may not be issued, offered or sold and no invitation to subscribe for or purchase the Notes in Malaysia may be made, directly or indirectly, and any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within the categories set out in Part I of Schedule 6 or Section 229(1)(b), Part I of Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3), read together with Schedule 9 or Section 257(3) of the Capital Market and Services Act 2007 of Malaysia, as may be amended and/or varied from time to time and subject to any amendments to the applicable laws from time to time.

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Issuer, Majid Al Futtaim Properties or Majid Al Futtaim Holding and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Prospectus.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SFA

All Notes shall be "prescribed capital markets products" (as defined in the CMP Regulations 2018) and "Excluded Investment Products" (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

STABILISATION

In connection with the issue of the Notes, Standard Chartered Bank (the "**Stabilising Manager**") (or persons acting on behalf of the Stabilising Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

CONTENTS

OVERVIEW OF THE NOTES

This description must be read as an introduction to this Prospectus. Any decision to invest in any Notes should be based on a consideration of this Prospectus as a whole by any investor. The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus (including the Conditions).

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this overview.

Issuer:	MAF Global Securities Limited
Guarantors:	Majid Al Futtaim Holding LLC Majid Al Futtaim Properties LLC
Issue Date:	30 June 2022
Description:	Reset Subordinated Perpetual Notes. The Notes will constitute deeply subordinated securities of the Issuer with no maturity date. The obligations of the Issuer under the Notes will be irrevocably guaranteed, on a joint and several basis, by the Guarantors.
Subordination in respect of the Notes:	The Notes constitute direct, unsecured, conditional and subordinated (as described in Condition 3.2 (*Subordination in respect of the Notes*)) obligations of the Issuer and will at all times rank *pari passu* without any preference among themselves. In accordance with Condition 3.2 (*Subordination in respect of the Notes*), the claims of the Noteholders in respect of the Notes, including in respect of any claim to Optionally Outstanding Payments, will, in the event of the winding-up or insolvency of the Issuer (subject to and to the extent permitted by applicable law), rank: (a) junior to all payment obligations of the Issuer (other than Parity Securities of the Issuer or Junior Securities of the Issuer); (b) *pari passu* with each other and with Parity Securities of the Issuer; and (c) senior only to the Junior Securities of the Issuer.
Subordination in respect of the Guarantee:	The payment of principal and interest on the Notes and all other moneys payable by the Issuer under or pursuant to the Conditions and/or the Trust Deed have been irrevocably guaranteed, on a joint and several basis, by the Guarantors (the "**Guarantee**") in the Trust Deed. The obligations of the relevant Guarantor under the Guarantee are direct, unsecured, conditional and subordinated obligations of the relevant Guarantor. In accordance with the terms of the Trust Deed, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor, including in respect of any claim to Optionally Outstanding Payments, will, subject as set out in the paragraph below: (a) be subordinated to all payment obligations of such Guarantor (other than Parity Securities of such Guarantor or Junior Securities of such Guarantor); (b) rank *pari passu* with each other and

	with any Parity Securities of such Guarantor; and (c) rank senior only to the Junior Securities of such Guarantor. Payments under the Guarantee are conditional upon the relevant Guarantor being Solvent at the time of such payment and no payment shall be payable by the relevant Guarantor in respect of the Guarantee except to the extent that such Guarantor could make such payment and any other payment (excluding any payment to a member of the Group) required to be made to a creditor in respect of indebtedness which ranks or is expressed to rank *pari passu* with the payment obligations of such Guarantor under the Guarantee and still be able to pay its debts as they fall due immediately thereafter. For this purpose the relevant Guarantor shall be "**Solvent**" if: (i) it is able to pay its debts as they fall due; and (ii) its Assets exceed its Liabilities. For these purposes: "**Assets**" means the unconsolidated total assets of the relevant Guarantor as shown in the latest audited balance sheet of such Guarantor, but adjusted to reflect the prevailing market value of such assets (including the prevailing market value of any equity held by such Guarantor in any company) and for any other subsequent events in such manner as determined by: (a) the directors of such Guarantor (and as certified by the auditors of such Guarantor in the event of any non-payment by such Guarantor); or (b) if a trustee in bankruptcy has been appointed in respect of such Guarantor, such trustee in bankruptcy; and "**Liabilities**" means the unconsolidated total liabilities of the relevant Guarantor as shown in the latest audited balance sheet of such Guarantor, but adjusted for contingent liabilities and for any other subsequent events in such manner as determined by: (a) the directors of such Guarantor (and as certified by the auditors of such Guarantor in the event of any non-payment by such Guarantor); or (b) if a trustee in bankruptcy has been appointed in respect of such Guarantor, such trustee in bankruptcy.
Joint Lead Managers:	Abu Dhabi Commercial Bank PJSC Citigroup Global Markets Limited Emirates NBD Bank P.J.S.C. First Abu Dhabi Bank P.J.S.C. HSBC Bank plc Standard Chartered Bank
Principal Paying Agent:	Citibank, N.A., London Branch
Registrar:	Citibank Europe plc
Trustee:	Citibank, N.A., London Branch
Distribution:	The Notes will be distributed on a syndicated basis pursuant to Regulation S.

Denomination:	U.S.$200,000 plus integral multiples of U.S.$1,000 in excess thereof.
Issue Price:	99.702 per cent.
Form of Notes:	The Notes will be issued in registered form as described in "*Form of the Notes*".
Rate of Interest on the Notes:	The Notes will bear interest as follows: (a) from and including the Issue Date to and excluding the First Reset Date at a fixed rate of 7.875 per cent. per annum, payable semi-annually in arrear; and (b) thereafter, the interest rate shall be reset every 5 years to a new fixed rate payable semi-annually in arrear at the relevant U.S. Treasury Rate plus the relevant Margin.
First Reset Date:	30 September 2027.
Determination Date:	In respect of a Reset Interest Period, the second U.S. Government Securities Business Day prior to the commencement of such Reset Interest Period.
U.S. Treasury Rate:	Means as of any Determination Date, as applicable: (i) an interest rate (expressed as a decimal and, in the case of U.S. Treasury bills, converted to a bond equivalent yield) determined to be the per annum rate equal to the weekly average yield to maturity for U.S. Treasury securities with a maturity of five years from the next Reset Date and trading in the public securities markets; or (ii) if there is no such published U.S. Treasury security with a maturity of five years from the next Reset Date and trading in the public securities markets, then the rate will be determined by interpolation between the most recent weekly average yield to maturity for two series of U.S. Treasury securities trading in the public securities market, (A) one maturing as close as possible to, but earlier than, the Reset Date following the next succeeding Determination Date, and (B) the other maturity as close as possible to, but later than the Reset Date following the next succeeding Determination Date, in each case as published in the most recent H.15 (519). If the U.S. Treasury Rate cannot be determined pursuant to the methods described in clauses (i) or (ii) above, then the U.S. Treasury Rate will be the same rate determined for the prior Determination Date and in the case of the first Determination Date, it shall be 3.057 per cent. "**H.15 (519)**" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the United States Federal Reserve System and "**most recent H.15 (519)**" means the H.15 (519) published closest in time but prior to the close of business on the second Business Day prior to the applicable Reset Date. H.15 (519) may be currently obtained at the following website: https://www.federalreserve.gov/releases/h15/.

Margin:

(a) in respect of the period from and including the First Reset Date to, but excluding the First Step-Up Date, 4.893 per cent. per annum;

(b) in respect of the period from and including the First Step-Up Date to, but excluding, the Second Step-Up Date, 5.143 per cent. per annum; and

(c) in respect of the period from, and including, the Second Step-Up Date, 5.893 per cent. per annum.

First Step-up Date: 30 September 2032.

Second Step-up Date: 30 September 2047.

Interest Payment Dates: 30 March and 30 September in each year, commencing on 30 September 2022. There will be a short first coupon in respect of the period from, and including, the Issue Date to, but excluding, the first Interest Payment Date.

Deferral of Interest and Payment of Deferred Interest:

Pursuant to Condition 5.5 (*Interest deferral*), the Issuer may, in its sole and absolute discretion, elect not to pay interest on the relevant Interest Payment Date (whether in whole or in part). Any such election not to pay interest shall not constitute a default of the Issuer or any other breach of obligations under the Notes or for any other purpose.

Any interest not paid due to such an election of the Issuer shall constitute Optionally Deferred Payments. Optionally Deferred Payments shall themselves bear interest as if they constituted the principal of the Notes at the Prevailing Interest Rate and the amount of such interest (the "**Additional Interest Amount**") shall be calculated by the Principal Paying Agent by applying the Prevailing Interest Rate to the amount of the Optionally Deferred Payments.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added for the purpose of calculating the Additional Interest Amount accruing thereafter to the amount of Optionally Deferred Payments remaining unpaid on such Interest Payment Date so that it will itself constitute Optionally Deferred Payments.

The principal amount of any Optionally Deferred Payments together with any Additional Interest Amount shall constitute "**Optionally Outstanding Payments**". The Issuer may pay unpaid Optionally Outstanding Payments (in whole or in part) at any time in accordance with the Conditions.

Compulsory Payment of Interest:

Pursuant to the Conditions, the Issuer shall be obliged to pay interest, including any Optionally Outstanding Payments (in whole but not in part), upon the occurrence of certain events on the Mandatory Settlement Date. Such Compulsory Payment Events include:

(a) the shareholders of the Issuer or the shareholders of either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors have resolved at the annual general meeting on the proposal by its board of directors to pay or distribute a dividend or make a payment on any Junior Securities or the Issuer, either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors has elected to make a payment or distribution of an interim dividend in respect of any Junior Securities, in each case other than a dividend, distribution or payment on any Junior Securities which is made to any member of the Group;

(b) the Issuer or either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors has resolved, in its absolute discretion, to pay any dividend or make any distribution or other payment on any Parity Security, other than a dividend, distribution or payment on any Parity Security which is made to any member of the Group;

(c) the Issuer, either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors redeems Junior Securities or Parity Securities or the Issuer, either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors repurchases or otherwise acquires any Junior Securities or Parity Securities, other than: (i) in connection with any existing or future buy-back programme, share option or free share allocation plan or any employee benefit plans or similar arrangements with or for the benefit of employees, officers, directors or consultants; or (ii) a redemption, repurchase or acquisition of a Junior Security or Parity Security issued to another member of the Group; or

(d) (i) the Notes are redeemed at the option of the Issuer; or (ii) the Notes are substituted for, or varied so that they become, Qualifying Notes,

except, for the avoidance of doubt, in the case of paragraphs (a) to (c) (inclusive) above, (A) if the Issuer, the relevant Guarantor or the relevant Subsidiary is obliged under the terms and conditions of such Junior Securities or Parity Securities, or if required by law, to make such payment or distribution, such redemption, such repurchase or such other acquisition; or (B) in respect of Parity Securities only, where such redemption, repurchase or acquisition is effected as a cash tender offer or exchange offer to all holders thereof at a purchase price per security which is below its par value.

A Compulsory Payment Event shall not occur pursuant to paragraph (b) above in respect of any optional pro rata payment of deferred or arrears of interest on any Parity Securities which is made simultaneously with an optional pro rata payment of any Optionally Outstanding Payments provided that such pro rata payment of deferred or arrears of interest on a Parity Security is not proportionately more

	than the pro rata settlement of any such Optionally Outstanding Paymnents.
Make-Whole:	The Issuer may, by giving not less than 10 nor more than 45 days' irrevocable notice to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*), redeem the Notes (in whole but not in part) at any time (other than on a date on which the Issuer may exercise its option to redeem the Notes pursuant to Condition 6.2 (*Issuer call right and early redemption at the option of the Issuer*) at their Make-Whole Redemption Amount, together with any Optionally Outstanding Payments and any other accrued and unpaid interest up to (but excluding) the redemption date. Upon the expiry of such notice, the Issuer shall redeem the Notes.
Redemption:	The Notes do not have a maturity date. On giving not less than 10 nor more than 45 days' notice (an "**Optional Redemption Notice**") to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*), the Issuer may call and redeem the Notes (in whole but not in part) on any date during the period commencing on the First Call Date to (and including) the First Reset Date or on any Interest Payment Date thereafter (each a "**Par Call Date**") as specified in the Optional Redemption Notice at their principal amount (together with interest accrued to (but excluding) the relevant Par Call Date and any Optionally Outstanding Payments). The Conditions also stipulate a number of circumstances in which the Issuer may redeem the Notes (in whole but not in part) at any time. Such events include the occurrence of a Gross-Up Event, an Accounting Event, a Substantial Repurchase Event, a Rating Methodology Event or as a result of a Change of Control.
Taxation:	All payments in respect of the Notes by or on behalf of the Issuer or the Guarantors will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer or, as the case may be, the Guarantors, will (subject to a limited number of exceptions specified in Condition 8 (*Taxation*)) pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders after the withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of the withholding or deduction.
Rating:	Upon issue, the Notes are expected to be assigned a rating of "BB+" by S&P and a rating of "BB+" by Fitch. A rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

Listing and admission to trading:	Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and to trading on the Regulated Market.
Governing Law and Dispute Resolution:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law. In respect of any dispute under any such agreement or deed to which it is a party, the Issuer and each of the Guarantors has agreed to arbitration in London under the LCIA Arbitration Rules. The Issuer and each of the Guarantors has also agreed to submit to the jurisdiction of the courts of England, at the option of the Trustee, the Noteholders or the Agents, as the case may be, in respect of any dispute under the Trust Deed, the Conditions or the Agency Agreement (as applicable).
Clearing Systems:	Euroclear and/or Clearstream Luxembourg.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the Cayman Islands, the Dubai International Financial Centre, the European Economic Area, Hong Kong, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, Singapore, the State of Qatar (including the Qatar Financial Centre) the United Arab Emirates (excluding the Dubai International Financial Centre) and the United States (see "*Subscription and Sale*").
United States Selling Restrictions:	Regulation S, Category 2.

RISK FACTORS

Each of the Issuer and the Guarantors believes that the following factors may affect its ability to fulfil its obligations under the Notes and the guarantee of those Notes, as the case may be. All of these factors are contingencies which may or may not occur and neither the Issuer nor either Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

If any of the risks described below actually materialise, the Issuer, the Guarantors and/or the Group's business, financial condition, results of operations and prospects could be materially adversely affected. If that were to happen, the trading price of the Notes could decline and investors could lose all or part of their investment.

Each of the Issuer and the Guarantors believes that the factors described below represent all the material risks inherent in investing in the Notes, but the inability of the Issuer or either Guarantor to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons which may not be considered significant risks by the Issuer and the Guarantors based on information currently available to them or which they may not currently be able to anticipate.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE NOTES

The Issuer has a limited operating history

The Issuer is a company with limited liability incorporated under the laws of the Cayman Islands on 12 May 2011 and, accordingly, only has a limited operating history. The Issuer has issued U.S.$500,000,000 5.25 per cent. notes due 2019 in July 2012, U.S.$500,000,000 4.750 per cent. notes due 2024 in May 2014 (the "**May 2014 Notes**") and U.S.$300,000,000 4.750 per cent. notes due 2024 in July 2016 (consolidated and forming a single series with the May 2014 Notes) under the Issuer's U.S.$3 billion global medium-term note programme unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties and most recently updated on 15 June 2022 (the "**GMTN Programme**"). The Issuer has also issued U.S.$500,000,000 reset subordinated perpetual notes in October 2013 unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties, U.S.$500,000,000 reset subordinated perpetual notes unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties in March 2017 and U.S.$400,000,000 reset subordinated perpetual notes unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties in March 2018.

The Issuer will not engage in any business activity other than the issuance of the Notes and the issuance of securities under other borrowing programmes established from time to time by the Guarantors, the making of loans to one or both of the Guarantors or other companies controlled by the Guarantors and other activities incidental or related to the foregoing.

The Issuer is not expected to have any income but will receive payments from the Guarantors and/or from other companies controlled by the Guarantors in respect of loans made by the Issuer to those companies, which will be the only material sources of funds available to meet the claims of the holders of the Notes (the "**Noteholders**"). As a result, the Issuer is subject to all the risks to which the Guarantors are subject, to the extent that such risks could limit their ability to satisfy in full and on a timely basis their respective obligations to the Issuer under any such loans. See "*Risk Factors – Risks Relating to the Group*", "*Risk Factors – Risks Relating to Majid Al Futtaim Properties*", "*Risk Factors – Risks Relating to Majid Al Futtaim Retail*" and "*Risk Factors – Risks Relating to Majid Al Futtaim Ventures*" for a further description of certain of these risks.

RISKS RELATING TO THE GROUP

The risks set out below apply to all of the Group's businesses. In addition, certain specific risks apply to the particular businesses carried on by Majid Al Futtaim Properties and Majid Al Futtaim Retail and these are discussed separately below.

All of the Group's businesses have been adversely affected by the COVID-19 pandemic

The macroeconomic environment (both globally and within the MENA region) has been materially affected by the novel coronavirus disease, COVID-19, which was first identified in Wuhan, Hubei Province, China in late 2019 (the "**COVID-19 pandemic**"). Since then, COVID-19 has spread rapidly, infecting people globally and causing a substantial number of deaths around the world, leading the World Health Organisation to declare the outbreak a global pandemic on 11 March 2020. Almost all countries that were significantly affected, including countries within the MENA region (and in which the Group has a presence), introduced measures to try to contain the spread of the virus, including border closures and restricting the movement of their citizens. These measures resulted in the temporary closure of numerous businesses in those countries and widespread job losses. To address these factors many governments introduced significant support programmes for qualifying citizens and businesses.

For instance, in the UAE, both the Federal government and the Abu Dhabi government announced a range of support measures, including a federal programme of reduced utility bills for entities in the tourism, hospitality and trade sectors as well as Abu Dhabi measures to: (a) subsidise water and electricity for citizens and commercial and industrial activities; (b) provide up to 20 per cent. rental rebates for the restaurant, tourism and entertainment sectors; and (c) suspend tourism and municipality fees for 2020 in the tourism and entertainment sectors.

COVID-19 has been an unprecedented and fast-moving crisis which continues to have a far-reaching global impact and it is likely to lead to long-term or permanent change in behaviours which will affect the Group's businesses and society more broadly. The progress in producing and administering vaccines through 2021 has resulted in gradual relaxation of social distancing rules, leading to improved economic activity. However, the economic situation remains highly fluid globally and will be determined by factors that continue to evolve, such as the availability of vaccines, the resurgence of COVID-19 variants, the success of support measures introduced by governments, the ability of businesses to manage their operations during these times and the effectiveness of public policies intended to contain the spread.

The Group operates principally in the mall operations, hospitality, retail and leisure and entertainment services sectors (see further "*Description of the Group – Overview*"). To-date, the impact of COVID-19 on the Group's operations has been as follows:

- **Majid Al Futtaim Properties – shopping mall operations:**

  2021

  The Group's mall operations in Bahrain and Oman were temporarily closed for various periods mainly between May 2021 and June 2021 while a shopping mall in Lebanon was temporarily closed from January 2021 to February 2021. In addition, shopping malls across all geographies were mandated to operate at reduced capacity/reduced hours for various periods between January 2021 and June 2021. In the prior year, the Group's shopping malls across all geographies where the Group operates were closed for various periods, mainly between March 2020 and December 2020. As a result, rental income of AED 27 million (compared to AED 381 million in 2020) was not recognised during the 2021 closure periods.

  2020

  In 2020, the Group's mall operations were significantly impacted as a result of: (a) border closures resulting in reduced visitors to the countries in which the Group operates (for instance, according to data made available by the Department of Tourism and Commerce, overnight visitors to Dubai decreased by 67.0 per cent. in 2020 compared to 2019[1]); (b) temporary closures (for instance, the

[1] *Source*: Department of Tourism and Commerce, "*Tourism Performance Report Jan-Dec 2020*" and "*Annual Visitor Report 2019*", https://www.dubaitourism.gov.ae/en/research-and-insights (accessed 16 February 2021).

Group's shopping malls in the UAE were closed from 25 March 2020 to 24 April 2020); (c) restrictions on customer occupancy (for instance, although malls in the UAE were re-opened in April 2020, they were limited to 30 per cent. capacity); and (d) rent deferrals and rebates, in each case, as mandated by the relevant authorities and governments. As a result, footfall in the Group's shopping malls decreased by 29.6 per cent. in 2020 compared to 2019 although, due to proactive management by the Group (including through rent deferrals and rebates), tenant occupancy at the Group's malls remained fairly stable.

- **Majid Al Futtaim Properties – hotel operations:**

  2021

  the Group's hotel operations in the UAE and Bahrain operated at reduced capacity for various lengths during 2021 and a hotel in Bahrain was temporarily closed during the summer months. In the prior 2020 period, the Group's hotel operations in the UAE and Bahrain were temporarily suspended for longer periods (see further "*Description of the Group – Majid Al Futtaim Properties – Hotels Business Unit – Operating hotels*").

  2020

  In 2020, the Group's hotel operations were significantly impacted for similar reasons as its mall operations (in particular, border closures and restrictions on customer occupancy). For instance, average hotel occupancy in Dubai declined to 54 per cent. in 2020 compared to 75 per cent. in 2019[2]. The occupancy rate of the Group's hotels decreased by 60 per cent. in 2020 compared to 2019 while the Group's average revenue per available room ("RevPAR", which is calculated by multiplying the average daily rate by the occupancy rate over a given period) decreased by 61 per cent. in 2020 compared to 2019.

- **Majid Al Futtaim LEC:**

  2021

  since the Group's leisure and entertainment sites have experienced extended closure periods in Kuwait, Bahrain, Lebanon, Abu Dhabi and Qatar, the sites currently open are operating at limited capacities. In the prior 2020 year, the Group's cinemas, leisure and entertainment sites were closed across all territories for various periods. See also "*Risk Factors – Risks Relating to the Group – The Group's businesses expose it to health and safety risks*".

  2020

  In 2020, this segment was impacted for similar reasons as the mall operations segment. As a result of these factors, Majid Al Futtaim Ventures' revenue decreased by 48.9 per cent. in 2020 compared to 2019. In addition, since leisure and entertainment services are predominantly provided through in-person interactions between the Group's employees and customers, the Group also had to implement additional safeguards and protocols to ensure the safety of its employees and customers.

- **Majid Al Futtaim Retail:**

  2021

  the Group's revenue decreased slightly by 6 per cent. in 2021 compared to 2020. The Group started the year facing continued geopolitical and economic headwinds The trend had reversed by June 2021, buoyed by increased tourism and again in September 2021 as the commencement of EXPO 2020 approached, although the business continued to be impacted throughout the remainder of the year. In comparison, the financial performance of Majid Al Futtaim Retail benefited from household overstocking during the early days of the pandemic in 2020.

[2] Source: Department of Tourism and Commerce, "*Tourism Performance Report Jan-Dec 2020*", https://www.dubaitourism.gov.ae/en/research-and-insights (accessed 16 February 2021).

2020

In 2020, the Group's retail operations were not as severely impacted as the other segments principally due to online ordering and home-delivery processes. As a result of these factors, Majid Al Futtaim Retail's revenue decreased slightly by 0.6 per cent. in 2020 compared to 2019 (with online sales increasing by 188 per cent. over the same period). Similar to the Group's leisure and entertainment services, the Group had to implement additional safeguards and protocols to ensure the safety of its employees and customers.

As at the date of this Prospectus, although vaccination drives have commenced globally, the ultimate impact of the pandemic (including the impact of any new COVID-19 variants) on global and local economies is uncertain. Accordingly, the Group may be further materially adversely affected by COVID-19 and/or the measures enacted in various jurisdictions to contain its spread, including:

- overall macroeconomic impact on the jurisdictions in which the Group has operations (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate*"); and
- impact on the Group's counterparties (such as ability of the tenants in the Group's malls to pay rental on time or at all) or any lasting impact on consumer behaviour (for instance, a sustained shift away from in-person retail to online retail),

each of which may further exacerbate the impact on the Group and could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

It should also be noted that the impact of COVID-19, including actions taken to contain it, might heighten many of the other risks set out in "*Risk Factors*", including through increasing both the probability of negative impact as well as the severity of such impact.

All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate

All of the Group's businesses are, and will continue to be, affected by economic and political developments in or affecting the UAE and the MENA region. The Group currently has a significant proportion of its operations and interests in the UAE, with a particular focus on Dubai (see further "*Risk Factors – Risks Relating to the Group – As the Group derives the majority of its revenue and EBITDA from its activities in the UAE, it is particularly exposed to any adverse developments affecting the UAE and Dubai in particular*"). Investors should also note that the Group's business and financial performance could be materially adversely affected by political, economic or related developments outside the MENA region because of inter-relationships within the global financial markets.

For instance, while the UAE is currently seen as a relatively stable political environment, certain other jurisdictions in the Middle East are not and there is a risk that regional geopolitical instability could impact the UAE. Further, there is no guarantee that the UAE will continue to have a stable political environment in the future. Several countries in the region are currently subject to armed conflicts and/or social and political unrest, including conflicts or disturbances in Yemen, Syria, Libya and Iraq, as well as the multinational conflict with 'Da'esh' (also referred to as the 'Islamic State'). In some instances, the recent and ongoing conflicts are a continuation of the significant political and military upheaval experienced by certain regional countries from 2011 onwards, commonly referred to as the 'Arab Spring', which gave rise to several instances of regime change and increased political uncertainty across the region. In addition, tensions have persisted between the Kingdom of Saudi Arabia and Iran, as exemplified in January 2016 by the Kingdom of Saudi Arabia recalling its ambassador to Iran. Furthermore, in March 2015, a coalition of countries, led by the Kingdom of Saudi Arabia and supported by the international community, commenced military action against the Al-Houthi rebels in Yemen. Although the coalition scaled back its military operations in Yemen in March 2016 and a ceasefire was declared in April 2016, the conflict in Yemen is not yet fully resolved, military operations continue at a reduced scale. Both the UAE and the Kingdom of Saudi Arabia was targeted on several occasions by ballistic missiles fired by the Al-Houthi rebels in Yemen over the last several years, and oil and gas processing facilities in the Kingdom of Saudi Arabia have been damaged, in major acts of sabotage (notably on 14 September 2019, when the Abqaiq processing facility and the Khurais processing facility in Saudi Arabia were damaged, resulting in the temporary interruption of Saudi Arabia's oil and gas production). In the UAE, a fuel depot in the Mussafah neighbourhood of Abu Dhabi was targeted by a missile strike on 17 January 2022.

More generally, since 2011, the prospect of a nuclear Iran has been at the centre of international geopolitical discourse. The comprehensive agreement between the UN Security Council's five permanent members plus Germany and Iran that was reached on July 2015 (the "**Joint Comprehensive Plan of Action**") provides for relief from international (mainly United States and EU) economic sanctions in return for a reduction by Iran in its nuclear capabilities, and supervision by the International Atomic Energy Agency (the "**IAEA**"). After the IAEA confirmed that Iran had met the relevant requirements of the Joint Comprehensive Plan of Action, certain economic sanctions were lifted on 16 January 2016 with a view to improving Iran's standing in the international community. However, certain other sanctions remain in place and the United States imposed certain additional sanctions on Iran in July 2017 relating to Iran's ballistic missile programme, human rights matters, arms sales and Iran's Revolutionary Guard Corps. On 8 May 2018, the United States announced its withdrawal from the Joint Comprehensive Plan of Action, reinstating U.S. sanctions on the Iranian regime. The United States also announced that it would not renew exceptional waivers for importing Iranian oil for several oil-importing countries from May 2019. Since May 2019, a number of incidents in and around the Gulf have occurred, including the alleged seizure of three oil tankers by Iran. On 2 January 2020, the United States carried out a military strike which killed a senior Iranian military commander. As a result of this military strike, Iran launched missiles at a U.S. base in Iraq. In the fourth quarter of 2020, prior to the inauguration of his presidency, U.S. President Joe Biden stated that the United States may re-join the Joint Comprehensive Plan of Action and lift the reinstated sanctions should Iran return to strict compliance with the terms of the Joint Comprehensive Plan of Action. On 3 December 2020, Iran announced that it would not accept these preconditions over its nuclear programme and that the United States must return to the position previously agreed under the Joint Comprehensive Plan of Action before further negotiation between the parties could take place. On 4 January 2021, the IAEA reported that Iran had begun retaliating against the continuing U.S. sanctions by resuming the process of enriching uranium to 20 per cent. purity, which can be used to create nuclear weapons, in breach of the Joint Comprehensive Plan of Action. Any continuation or increase in international or regional tensions regarding Iran, including further attacks on or seizures of oil tankers which disrupt international trade and any impairment of trade flow through the Strait of Hormuz, or any military conflict, could have a destabilising impact on the Gulf region, including with respect to the UAE and, in particular, its ability to export oil and maintain its security more generally.

On 5 June 2017, three Gulf Cooperation Council (the "**GCC**") countries – the Kingdom of Saudi Arabia, the UAE and Bahrain – as well as Egypt, Yemen and a number of African countries – severed diplomatic ties with Qatar, cut trade and transport links and imposed sanctions based on evidence of Qatar's support to terrorist and extremist organisations. Measures taken by the affected countries included the closure of land, sea and air links to Qatar, and requesting certain Qatari officials, residents and visitors to leave the territories of the affected countries. In January 2021, at the annual GCC summit, and further to diplomatic efforts led by Kuwait and the United States, among others, the leaders of the six members of the GCC signed the Al-Ula Declaration, a "solidarity and stability" agreement aimed at ending the diplomatic rift with Qatar, although diplomatic tensions with Qatar remain. Saudi Arabia and the UAE have announced the opening of air, land and sea entry points to Qatar. As part of the Al-Ula Declaration, the parties committed to the attempt to terminate all complaints and disputes between themselves by the end of the first year from the signing of the agreement. Bahrain re-opened its airspace to Qatar as of 11 January 2021.

These geopolitical events may contribute to instability in the Middle East and surrounding regions (that may or may not directly involve the UAE) and may have a material adverse effect on the UAE's attractiveness for foreign investment and capital, its ability to engage in international trade and, subsequently, its economy and financial condition, which, in turn, could have a material adverse effect on the Group's business, financial condition, results of operations and prospects. It is not possible to predict the occurrence of events or circumstances, such as war or hostilities, or the impact of such occurrences, and no assurance can be given that the Group would be able to sustain the operations of its business or its current profit levels if adverse political events or circumstances were to occur (particularly in countries where the Group has operations).

In addition, the macro-economic environment may be impacted by continued geopolitical tensions and uncertainties caused by events such as the Russian encroachment into the Ukraine, rising tensions between Russia and Sweden and Finland and increased military activity in the Baltic Sea, as well as the potential for the continuation of global trade wars between key economic powers. Accordingly, the market value of any Notes issued may fluctuate for reasons unrelated to the financial performance of the Group. Investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in the light of those risks, their investment is appropriate. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved.

As the Group derives the majority of its revenue and EBITDA from its activities in the UAE, it is particularly exposed to any adverse developments affecting the UAE and Dubai in particular

For the financial year ended 31 December 2021, 48.9 per cent. of the Group's revenue and 59.0 per cent. of the Group's EBITDA (compared to 47.6 per cent. of the Group's revenue and 60.2 per cent. of the Group's EBITDA for the financial year ended 31 December 2020) were attributable to its operations in the UAE, principally Dubai. This reflects the fact that a significant proportion of the Group's malls and Carrefour stores and 11 of its 13 hotels which are currently operating are located in the UAE. In part, this is due to the fact that Dubai is a significant tourist destination. As a result, the Group is particularly exposed to adverse events affecting the UAE and Dubai in particular, including events which impact Dubai's attractiveness as a tourist destination and to the occurrence of factors that result in a decline in consumer spending in the UAE, such as a downturn in general economic conditions, an increase in the cost of living, an increase in unemployment or a decline in tourism or business travel to Dubai. The occurrence of any or all of these factors could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

All of the Group's businesses are affected by consumer behaviour

All of the Group's businesses are, and will continue to be, affected by changes in consumer demands and behaviours. For instance, the Group's businesses may be impacted by lower consumer spending which may, in turn, be attributable to extraneous factors such as the general politico-economic conditions that affect purchasing power and disposable income (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses have been adversely affected by the COVID-19 pandemic*" and "*Risk Factors – Risks Relating to the Group – All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate*"). Alternatively, lower consumer spending may be attributable to consumer preference changes, any major change in demographics and/or any failure to anticipate, identify or react to these changes or offer high-quality appealing products could result in reduced demand. For instance, "digital disruptions" or innovations in platforms may cause changes in consumer demands and behaviours by offering real-time, personalised online engagement tools. According to data made available by Statista, the UAE's e-commerce industry is expected to grow from U.S.$7 billion in 2020 to U.S.$17 billion by 2025, after adjustments for the effect of the COVID-19 pandemic have been factored-in[3]. Whilst an increase in e-commerce may not negatively impact the Group's revenues from its retail operations, it may affect the tenants in the Group's malls, particularly if the Group is unable to continue to successfully adjust its tenant mix to offer an attractive retail experience (including, for instance, destination attractions, food courts, cinemas and parking facilities with ease of access) (see also "*Risk Factors – Risks Relating to Majid Al Futtaim Properties – Majid Al Futtaim Properties' rental revenues depend upon its ability to find tenants for its shopping malls and offices and the ability of such tenants to fulfil their lease obligations as well as on Majid Al Futtaim Properties achieving an optimal tenant mix for its shopping malls. In addition, Majid Al Futtaim Properties is exposed to tenant concentration*").

In order to compete in such circumstances, the Group may be required to make further expenditure or investments (such as marketing, customer incentives or pricing changes) (see further "*Risk Factors – Risks Relating to the Group – The Group's businesses face significant competition in the markets in which they operate*").

Any such change in consumer spending patterns and/or preferences could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Group's businesses are inter-dependent to a significant extent and this could increase its exposure to adverse events affecting any part of its business

The Group's businesses are inter-dependent to a significant extent and will be affected by factors that impact the retail industry as a whole (see "*Risk Factors – Risks Relating to Majid Al Futtaim Retail*"). For example, the financial performance of the Group's hypermarkets, other retail businesses, leisure and entertainment

3 *Source*: Statista, "*eCommerce – United Arab Emirates*", https://www.statista.com/statistics/1201956/uae-forecasted-e-commerce-market-size-covid-19/ (accessed 17 March 2022).

businesses and hotels are, in large part, dependent on the ability of the shopping malls in or close to which they are located to attract footfall. Conversely, the success of the Group's shopping malls is, to an extent, dependent on the extent to which its other businesses located in or close to the shopping malls act as an incentive to potential customers to visit the malls. As a result of this inter-dependence, adverse events affecting one part of the Group's business could also impact other parts of the business and therefore could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The interests of the Successor Shareholders may, in certain circumstances, be different from the interests of the Noteholders

The Group's controlling shareholder, Mr. Majid Al Futtaim, who beneficially owned almost all of the shares in Majid Al Futtaim Holding (through his shareholding in Majid Al Futtaim Capital), died on 17 December 2021. As a result, Dubai's ruler, HH Sheikh Mohammed bin Rashid Al Maktoum, appointed a special judicial committee (the "**committee**") to, amongst other things, have exclusive jurisdiction to examine and adjudicate claims and legal disputes related to the estate of the late Mr. Majid Al Futtaim, including claims and legal disputes initiated by Mr. Majid Al Futtaim's heirs (the "**Successor Shareholders**"). The committee's role is to adjudicate any legal disputes related to Mr. Majid Al Futtaim's estate, but not to oversee the operations of the Group or its businesses. As such, the Group's businesses are continuing their operations whilst the distribution of Mr. Majid Al Futtaim's estate is being fully determined and the Group has not experienced any material adverse effect on its business, financial condition, results of operations and prospects as a result of Mr. Majid Al Futtaim's death. In April 2022, the committee determined that the Successor Shareholders would hold all of the share capital of Majid Al Futtaim Capital in the proportions determined by the committee, with no one Successor Shareholder holding a majority of the shares. As at the date of this Base Prospectus, the shares that had been beneficially owned by Mr. Majid Al Futtaim have been transferred to the relevant Successor Shareholders.

Accordingly, the Successor Shareholders, through their interests in Majid Al Futtaim Capital, may be in a position to control the outcome of actions requiring shareholders' approval. They may also have the ability to approve the election of all new members of the board of directors (the "**Board**") of Majid Al Futtaim Holding and thus influence the Board's decisions. The interests of the Successor Shareholders may therefore be different from those of the Group's creditors (including the Noteholders).

The Group's growth strategy depends on its ability to successfully manage its growth

The Group's strategy of continuing to expand its existing operations in its target markets is dependent on a number of factors. These include its ability to:

- identify suitable investments and/or development opportunities;
- reach agreements with joint venture and strategic partners on terms satisfactory to it;
- maintain, expand or develop relationships with customers, suppliers, contractors, lenders and other third parties;
- increase the scope of its operational and financial systems to handle the increased complexity and expanded geographic area of operations;
- secure adequate financing on commercially reasonable terms;
- recruit, train and retain qualified staff to manage its growing business efficiently and without losing operational focus; and
- obtain necessary permits or approvals from governmental authorities and agencies.

These efforts will require significant capital and management resources, further development of the Group's financial and internal controls and information technology ("**IT**") systems, and additional training and recruitment of management and other key personnel. At the same time, the Group must maintain a consistent level of customer service across its operations to avoid loss of business or damage to its reputation. Any failure by the Group to manage its growth effectively could have a material adverse effect on its business, financial condition, results of operations and prospects.

The Group's businesses face significant competition in the markets in which they operate

Several of the markets in which the Group operates are highly competitive. In particular, the Group faces increased shopping mall and hotel competition in Dubai, where the majority of its business is concentrated. The population growth of Dubai from 1.3 million in 2005 (census figure) to an estimated 3.4 million in 2020[4], along with the growth in business and leisure travel to Dubai, contributed to the opening and announced development of a number of new shopping malls and hotels over this period. The COVID-19 pandemic has placed additional competitive pressure on these businesses (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses have been adversely affected by the COVID-19 pandemic*"). The Group's Carrefour stores also face significant competition in many of the markets in which the Group operates, including the UAE and Saudi Arabia in particular.

Certain of the Group's competitors may have greater financial, technical, marketing or other resources, either attributable to the scale of their operations or to their ownership. For instance, competitors that are controlled by regional governments may have easier access to prime land and infrastructure, government permits and licences and/or lower costs of capital. Such competitors may therefore be able to withstand price competition and volatility more successfully than the Group. Similarly, some of the Group's competitors in markets outside the UAE may have a deeper cultural understanding or longer or broader operational experience in such markets, which may reduce the time and therefore the costs necessary for them to execute competing projects. Moreover, due to their deeper understanding of consumer behaviour in the region, such competitors may be able to attract and retain customers more effectively than the Group.

In light of recent technological advancements, certain of the Group's competitors may adopt alternative channels of distribution (such as multichannel e-commerce) which may impact consumer behaviour and/or pricing paradigms in the industry. For instance, an increase in online shopping may impact the revenues of the Group's physical stores while a shift towards hotel aggregator sites may exert downward pressure on the Group's hotels business.

As a result of the foregoing, the Group may not be able to achieve a market share that allows it to remain profitable or increase its market share in the markets in which it operates. Moreover, as a result of the foregoing, the Group's operating expenses may be higher than that of its competitors and, therefore, the Group may have less flexibility or resilience vis-à-vis its competitors in terms of responding to market pressures (including any market movements resulting from macroeconomic factors; see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate*"). Accordingly, if the Group is unable to compete effectively, this could have a material adverse effect on its business, financial condition, results of operations and prospects.

The countries in which the Group operates may introduce new laws and regulations that adversely affect the way in which the Group is able to conduct its businesses

The countries in which the Group operates are emerging market economies which are characterised by less comprehensive legal and regulatory environments. However, as these economies mature, the governments of these countries have begun, and the Group expects they will continue, to implement new laws and regulations which could impact the way the Group conducts many of its businesses. For instance, the laws of Dubai restrict the annual amount by which a landlord is legally able to increase rental charges on commercial premises. As at the date of this Prospectus, the permitted rent increase is zero per cent., 5 per cent., 10 per cent., 15 per cent. or 20 per cent. The actual percentage of the permitted rent increase (between this range of zero per cent. and 20 per cent.) is dependent on how low the existing rent of the unit is compared to the average market rent applicable to the unit as determined by the Dubai Real Estate Regulatory Agency. In the case of Majid Al Futtaim Properties, lease terms for anchor tenants typically do not exceed 10 years (except MAF Group companies, which typically have lease terms of between 10 and 20 years), for major tenants from between five to 10 years and for line stores from between one to five years (see further "*Description of the Group – Majid Al Futtaim Properties – Shopping Malls Business Units (SMBU and SMDBU) – Lease arrangements*"). Therefore, although the market rents chargeable for its retail space may increase, Majid Al Futtaim Properties may be unable to fully realise any such increases from its existing tenants, which could adversely affect its profit margins, particularly if associated costs are rising at a faster rate than permissible and/or achievable rental rates. Similarly, the countries in which the

[4] *Source*: Dubai Statistics Centre, "*Population by Gender and Age Groups – Emirate of Dubai*", https://www.dsc.gov.ae/Report/DSC_SYB_2020_01_01.pdf (accessed 17 March 2022).

Group operates may introduce more stringent environment regulations or labour policies, compliance with which may adversely impact the Group's operating costs.

Furthermore, On 31 January 2022 the Ministry of Finance of the UAE announced the introduction of a federal corporate tax (the "**CT**") on business profits, effective from the financial year beginning 1 June 2023. CT will be charged on the annual taxable income of a business as follows: (i) 0 per cent., for taxable income not exceeding AED 375,000; (ii) 9 per cent., for taxable income exceeding AED 375,000; and (iii) a different tax rate (not yet specified) for large multinationals that meet specific criteria set with reference to Pillar II of the OECD domestic tax base erosion and profit shifting mechanism. It is unclear at this stage what the impact of the CT might be on the Group, and the Group has had no clear indication at what rate it will be subject to the CT. However, given the Group is likely to fall within limb (iii) as outlined above, the imposition of a higher such rate of CT could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

There can be no assurance that if new tax or other laws or regulations were imposed in respect of the products and services offered by the Group it would not adversely affect the way in which the Group conducts its business. In addition, given the relatively illiquid nature of the Group's property assets, a change in law or regulation that results in the Group ceasing to conduct business in a particular country could result in a significant loss to the Group on the sale of its material properties in that country.

Any of the foregoing could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Group may operate in countries which are subject to international sanctions and operates in countries which are affected by terrorist activities and any failure to comply with these sanctions or the occurrence of any such terrorist activities could adversely affect the Group

European, U.S. and other international sanctions have in the past been imposed on companies engaging in certain types of transactions with specified countries or companies or individuals in those countries. Companies operating in certain countries in the Middle East and Africa have been the subject of such sanctions in the past. The terms of legislation and other rules and regulations which establish sanctions regimes are often broad in scope and difficult to interpret.

Although the Group has in the past conducted business activities in countries which have been subject to sanctions, as at the date of this Prospectus, no Group company is in violation of any existing European, U.S. or other international sanctions. Should any Group company in the future violate any existing or further European, U.S. or international sanctions, penalties could include a prohibition or limitation on such company's ability to conduct business in certain jurisdictions or on the Group's ability to access the U.S. or international capital markets. As such, the implementation of such penalties (either applied directly on the Group or indirectly on the Group's business partners), could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Group has operations in Pakistan, which has, in recent times, been affected by terrorist activities. To the extent further terrorist acts are carried out, in particular in the cities where the Group has stores, this may adversely affect demand for its services or products in those areas, which may in turn have a material adverse effect on its business, financial condition, results of operations and prospects.

Each of the Issuer and each Guarantor in the Subscription Agreement have undertaken to ensure that any proceeds raised in connection with the issue of any Notes will not be lent, contributed or otherwise made available by the Issuer or either Guarantor to any person or entity for the purpose of financing the activities of any person or for the benefit of or in any country subject to any EU, Her Majesty's Treasury, the U.S. Office of Foreign Assets Control of the U.S. Department of Treasury ("**OFAC**") or otherwise subject to any sanctions administered or enforced by or pursuant to OFAC ("**Sanctions**") at the time of such financing, lending, contribution or other provision as aforesaid or in any other manner that would result in a violation of Sanctions by any person.

Many of the Group's businesses are subject to licensing requirements and any failure to obtain such licences or to comply with their terms could adversely affect the Group's businesses

Many of the Group's businesses are subject to licensing requirements, both at the local and national level. Because of the complexities involved in procuring licences and permits, as well as in ensuring continued compliance with different and sometimes inconsistent local and national licensing regimes, the Group cannot give any assurance that it will at all times be in compliance with all of the licensing requirements to which it is subject although it is not aware of any material breaches that currently exist. Any failure by the Group to comply with applicable laws and regulations and to obtain and maintain requisite approvals, certifications, permits and licences, whether intentional or unintentional, could lead to substantial sanctions, including criminal, civil or administrative penalties, revocation of its licences and/or increased regulatory scrutiny, and liability for damages. It could also trigger a default under one or more of its financing agreements or invalidate or increase the cost of the insurance that the Group maintains for its businesses (insofar as it is covered for any consequential losses). For the most serious violations, it could also be forced to suspend operations until it obtains required approvals, certifications, permits or licences or otherwise brings its operations into compliance. In addition, any adverse publicity resulting from any compliance failure, particularly as regards the safety of its leisure and entertainment venues and the food sold in its Carrefour stores, could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Furthermore, changes to existing, or the introduction of new, laws or regulations or licensing requirements in the jurisdictions in which it operates are beyond the Group's control and may be influenced by political or commercial considerations not aligned with the Group's interests. Any such laws, regulations or licensing requirements could adversely affect its business by reducing its revenue and/or increasing its operating costs, and the Group may be unable to mitigate the impact of such changes. Any of these occurrences could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Group companies are party to a number of joint ventures and franchise arrangements which give rise to specific operational risks

Group companies may enter into joint venture agreements for a number of reasons, including to gain access to land or where it is required to operate with a local partner in a particular jurisdiction. Joint venture transactions present certain operational risks, including the possibility that the joint venture partners may have economic, business or legal interests or goals that are inconsistent with those of the Group, may become bankrupt, may refuse to make additional investments that the Group deems necessary or desirable or may prove otherwise unwilling or unable to fulfil their obligations under the relevant joint venture agreements. In addition, there is a risk that such joint venture partners may ultimately become competitors of the Group. Many of the Group's joint venture partners are governmental agencies which exposes the Group to additional risks, including the need to satisfy both political and regulatory demands and the need to react to differences in focus or priorities between successive governments, both of which can lead to delays in decision making, increased costs and greater exposure to competition.

To the extent that the Group does not control a joint venture, the joint venture partners may take action that is not in accordance with Group policies or objectives. Should a joint venture partner act contrary to the Group's interests, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Group's ability to expand successfully through joint ventures will depend upon the availability of suitable and willing joint venture partners, the Group's ability to consummate such transactions and the availability of financing on commercially acceptable terms. The Group cannot give any assurance that it will be successful in establishing any future joint ventures or that, once established, a joint venture will be profitable for the Group. If a joint venture is unsuccessful, the Group may be unable to recoup its initial investment and its financial condition and results of operations may be materially adversely affected.

The Group's most significant joint venture is currently with Carrefour (see "*Risk Factors – Risks Relating to Majid Al Futtaim Retail – Majid Al Futtaim Retail is dependent on its relationship with Carrefour and the market perception of Carrefour*"). Certain matters identified in this joint venture agreement require the approval of Carrefour (see "*Description of the Group – Majid Al Futtaim Retail – Agreements with Carrefour*").

The Group is party to a number of franchise agreements, of which the most important is the franchise agreement with Carrefour. As such, the Group is exposed to the risk of such agreements not being renewed when they expire and to the risk of non-performance by the relevant franchisor, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Certain of the Group's debt agreements contain restrictions that may limit the flexibility of the Group in operating its businesses

Certain of the Group's debt agreements contain covenants that limit its ability to engage in specified types of transactions. These include covenants requiring the Group's operating subsidiaries to maintain certain net worth, interest coverage and debt to equity ratios. Certain of the Group's debt agreements also contain covenants limiting the Group's and its operating subsidiaries' ability to, among other things:

- incur or guarantee additional financial indebtedness;
- grant security or create any security interests; and
- sell, lease, transfer or otherwise dispose of any of its assets without the consent of the relevant lender, unless the disposal is made in the ordinary course of business or to another Group company.

The notes issued under the GMTN Programme contain (and any notes issued in the future under the GMTN Programme will contain) covenants from each of Majid Al Futtaim Holding and Majid Al Futtaim Properties similar to certain of those described above. In addition, any trust certificates issued under the U.S.$1.5 billion trust certificate issuance programme established by MAF Sukuk Ltd. With Majid Al Futtaim Properties as obligor and Majid Al Futtaim Holding as guarantor and most recently updated on 26 August 2021 (the "**Sukuk Programme**") contain (and any trust certificates issued in the future under the Sukuk Programme will contain) similar covenants.

In addition, certain of the Group's outstanding debt contains, and its future debt may contain, cross-default clauses whereby a default under one debt obligation may constitute an event of default under other debt obligations. Any of these covenants could prevent the Group from engaging in certain transactions that it may view as desirable.

Although the Group believes that it is currently in compliance with its covenants and is not currently aware of any circumstances which indicate that the Group may in the future be in breach of any such covenants, there can be no assurance that the Group will continue to comply with all such covenants in the future. The Group's continued compliance with these covenants depends on a number of factors, some of which are outside of the Group's control. For instance, the Group's activities in all of its operating segments are affected by the global economic environment and the economic environment in the jurisdictions in which it operates (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate*"). Further, in the event that the financial results of the Group deteriorate, the Group may no longer be able to comply with financial covenants (such as those mentioned above) under certain of its debt agreements. In these circumstances, the Group may be required to either obtain a waiver from its creditors, renegotiate its credit facilities, raise additional financing from its shareholders or repay or refinance borrowings in order to avoid the consequences of a default. If the Group were unable to obtain such a waiver, to renegotiate its credit facilities, to raise additional financing from its shareholders or to repay or refinance its borrowings on terms that are acceptable to it, or at all, the Group's creditors would be entitled to declare an event of default and, as a result of cross-default provisions, there would be a strong possibility that default would also arise in respect of a substantial portion of the Group's other financial indebtedness. Such an event would permit the Group's creditors to demand immediate payment of the outstanding borrowings under the relevant debt agreements and instruments and to terminate all commitments to extend further credit to the Group. Such an event would also affect the Group's ability to raise additional capital at an acceptable cost in order to fund its operations. Any of these occurrences could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

As at 31 December 2021, the Group's short-term borrowings comprised its short-term borrowings from related parties of AED 18 million. As at 31 December 2021, the Group also had bank overdraft facilities amounting to AED 1,465 million. None of the Group's existing long-term borrowings as at 31 December 2021 fell due to be repaid within one year. To the extent that it needs to, there is no assurance that the Group will be able to refinance maturing borrowings as they fall due on terms acceptable to it or at all.

As at 31 December 2021, the Group had AED 13,244 million in outstanding borrowings (excluding bank overdrafts and short-term borrowings from related parties), none of which had the benefit of security (see "*Group Financial Review – Liquidity and Borrowings*"). However, subject to the covenants referred to above, the Group can obtain secured indebtedness. As unsecured creditors, the claims of Noteholders will rank behind the claims of the Group's secured creditors to the extent of the security granted.

The Group's business may be materially adversely affected by changes in interest rates

Interest rates are highly sensitive to many factors beyond the Group's control, including the interest rate and other monetary policies of governments and central banks in the jurisdictions in which it operates. As at 31 December 2021, a portion of the Group's interest bearing loans and borrowings carried interest at floating rates. A hypothetical 100 basis point increase in interest rates (assuming all other relevant factors remained constant) would have resulted in the Group's other comprehensive income decreasing by AED 25 million in 2021. The Group's interest-bearing loans and borrowings are subject to interest rate risk resulting from fluctuations in the relevant reference rates underlying such instruments. Consequently, any increase in such reference rates would result in an increase in the Group's interest rate expense and could have a material adverse effect on the Group's business, financial condition, results of operations and prospects. Although the Group seeks to hedge part of its interest rate risk, there can be no assurance that this hedging will be successful or will protect the Group fully against its interest rate risk. Such failure to successfully hedge against changes in interest rates could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Foreign exchange movements may adversely affect the Group's profitability

The Group maintains its accounts and reports its results in dirham, the currency in which the majority of its revenue is earned. A portion of the Group's income and expenses are incurred in the currencies of other countries in the MENA region. As a result, the Group is exposed to movements in foreign exchange rates. Although there can be no assurance that foreign currency fluctuations will not adversely affect the Group's results of operations in the future, the Group's management believes that the Group is not currently subject to significant foreign exchange risk given the fact that the majority of its revenue and expenses is incurred in dirham or in currencies which, like the dirham, are pegged to the U.S. dollar at a fixed exchange rate. In relation to its other currency earnings and expenses, the Group's management believes that its foreign exchange rate risk is reduced by the fact that to a large extent its revenue in a local currency is matched by its expenses being incurred in the same currency.

As at the date of this Prospectus, the dirham remains pegged to the U.S. dollar. However, there can be no assurance that the UAE government will not de-peg the dirham from the U.S. dollar, or alter the fixed exchange rate between the two currencies, in the future, which may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

If the Group fails to attract and retain qualified and experienced employees, its businesses may be harmed

The Group's ability to carry on and grow its businesses will depend, in part, on its ability to continue to attract, retain and motivate qualified and skilled personnel to manage its day-to-day operations. In particular, the Group depends on finance, technical and engineering staff at both middle management and senior management level. Experienced and capable personnel with these skill sets generally and in the industries in which the Group operates in particular remain in high demand, and there is significant competition in the MENA region for their talents. Consequently, when any such employees leave, the Group may have difficulty replacing them. In addition, the loss of key members of the Group's senior management team or staff with institutional knowledge may result in (amongst other things): (a) a loss of organisational focus; (b) poor execution of operations and the Group's corporate strategy; and (c) an inability to identify and execute potential strategic initiatives such as future investments and acquisitions. These adverse results could, among other things, reduce potential revenue, expose the Group to downturns in the markets in which it operates and/or otherwise have a material adverse effect on its business, financial condition, results of operations and prospects.

The Group's businesses expose it to health and safety risks

Due to the people-based nature of its business, the Group's operations are subject to health and safety risks, particularly in relation to its shopping malls and leisure and entertainment businesses. Although all of the shopping malls currently comply with applicable health and safety standards, there can be no assurance that a major health and safety hazard, such as a fire, will not occur. Given the high number of shoppers that visit the Group's shopping malls on a daily basis, such an event could have serious consequences, particularly in the event of fatalities. Similarly, although the Group's leisure and entertainment facilities and hotels also comply with currently applicable health and safety standards, there can be no assurance that the customers of these facilities will not engage in inappropriate behaviour, endangering their safety and the safety of others (see also "*Risk Factors – Risks Relating to the Group – All of the Group's businesses have been adversely affected by the COVID-19 pandemic*"). Any of the foregoing incidents could expose the Group to material liability and adversely affect its reputation and could have a material adverse effect on its business, financial condition, results of operations and prospects.

The Group may not be able to secure full insurance coverage for the risks associated with the operation of its businesses

Management believes that the Group's insurance coverage for all material aspects of its operations is comparable to that of other companies operating in the sectors and markets in which the Group operates. The Group's operations may, however, be affected by a number of risks for which full insurance cover is either not available or not available on commercially reasonable terms. In addition, the severity and frequency of various other events, such as accidents and other mishaps, business interruptions or potential damage to its facilities, property and equipment caused by inclement weather, human error, pollution, labour disputes, natural catastrophes and other eventualities, may result in losses or expose the Group to liabilities in excess of its insurance coverage or significantly impair its reputation. There is no assurance that the Group's insurance coverage will be sufficient to cover the loss arising from any or all such events or that it will be able to renew existing insurance cover on commercially reasonable terms, if at all.

Should an incident occur for which the Group has no, or insufficient, insurance cover, the Group could lose all or part of the capital invested in, and anticipated future revenues relating to, any property that is damaged or destroyed. Any of these occurrences could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Group's operations are in emerging markets which are subject to greater risks than more developed markets, including significant political, social and economic risks

All of the Group's operations are conducted, and its assets are located in emerging markets. Investors should also be aware that emerging markets are subject to greater risks than more developed markets, including in some cases significant legal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in developing markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved. Any unexpected changes in the political, social, economic or other conditions in the countries in which the Group operates or neighbouring countries could have a material adverse effect on the Group's business, financial condition, results of operations and prospects (see also "*Risk Factors – Risks Relating to the Group – All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate*").

The Group is dependent on its information and technology systems which are subject to potential cyberattack

The Group is dependent on information technology networks and systems to securely process, transmit and store electronic information and to communicate internally and with its customers, tenants, partners and vendors. As the breadth and complexity of this infrastructure continues to grow, including as a result of the use of mobile technologies, social media and cloud-based services, the potential risk of security breaches and cyberattacks increases. Such breaches could lead to shutdowns or disruptions of the Group's systems and potential unauthorised disclosure of sensitive or confidential information, including personal data. Cybersecurity threats are constantly evolving, thereby increasing the difficulty of detecting and defending against them.

The Group often manages, utilises and stores sensitive or confidential customer, tenant or company data, including personal data, and the Group expects these activities to increase. Unauthorised disclosure of sensitive or confidential customer, tenant or company data, whether through systems failure, employee negligence, fraud or misappropriation, could damage the Group's reputation, cause the Group to lose customers and tenants and could result in significant financial exposure. Similarly, unauthorised access to or through the Group's information systems or those it develops for, or supplies to, its customers and tenants, whether by employees or third parties, including a cyberattack by computer programmers, hackers, members of organised crime and/or state-sponsored organisations, who may develop and deploy viruses or other malicious software programs or social engineering attacks, could result in contractual and other legal liability, a loss of business or customers or tenants, damage to the Group's reputation and government sanctions, and could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

RISKS RELATING TO MAJID AL FUTTAIM PROPERTIES

Majid Al Futtaim Properties' business is capital intensive and it may not be able to raise sufficient capital to make all future investments and capital expenditures that it deems necessary or desirable

Majid Al Futtaim Properties engages in projects which require a substantial amount of capital and other long-term expenditures, including the development of new shopping malls, hotels and mixed-use developments. The capital commitments associated with these projects generally exceed Majid Al Futtaim Properties' cash inflows over the period of the project. In the past, these expenditures and investments have been financed through a variety of means, including internally-generated cash and external borrowings.

Majid Al Futtaim Properties' and the Group's ability to arrange external financing and the cost of such financing are dependent on numerous factors, including its future financial condition, general economic and capital market conditions, interest rates, credit availability from banks or other lenders or investors, lender and investor confidence in Majid Al Futtaim Properties' and the Group's businesses and the markets in which they operate, the credit rating assigned to Majid Al Futtaim Properties and the Group by credit rating agencies, applicable provisions of tax and securities laws, and political and economic conditions in any relevant jurisdiction. Neither Majid Al Futtaim Properties nor the Group can provide any assurance that it will be able to arrange any such external financing on commercially reasonable terms, if at all, and it may be required to secure financing with a lien over its assets and those of its subsidiaries and/or agree to contractual limitations on the operation of its businesses. Majid Al Futtaim Properties or the Group's failure to obtain adequate funding as required to satisfy its contractual commitments could result in defaults on existing contracts, completion delays and damage to Majid Al Futtaim Properties' and the Group's reputation as a reliable contractual counterparty, and could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

A significant proportion of Majid Al Futtaim Properties' and the Group's assets as at 31 December 2021 comprised real estate held either as property, plant and equipment or investment property. The valuation of these assets is inherently subjective, the values attributed to these assets may not accurately reflect their market value at any future date and they may be difficult to sell

The Group appoints an independent external Royal Institute of Chartered Surveyors ("**RICS**") valuer to determine the fair value of its real estate assets bi-annually as at 30 June and 31 December in each year. However, real estate valuations are inherently subjective because they are made on the basis of assumptions that may prove to be incorrect. No assurance can be made that the valuations of the Group's real estate assets will reflect actual sale prices, even where any such sale occurs shortly after the relevant valuation date. Significant differences between valuations and actual sales prices could have a material adverse effect on the financial condition and results of operations of Majid Al Futtaim Properties (which is the owner of the majority of the assets) and the Group as a whole.

Given that real estate assets in general are relatively illiquid, the ability of Majid Al Futtaim Properties to sell promptly one or more of its properties in response to changing political, economic, financial and investment conditions is limited. Majid Al Futtaim Properties is susceptible to decreases in demand for commercial property in the MENA region, and in particular Dubai, given its exposure to the real estate market there. Majid Al Futtaim Properties cannot predict the length of time needed to find a willing purchaser and to close the sale of a property or whether it would be able to sell a property on commercially reasonable terms, if at all. Majid Al Futtaim Properties' inability to promptly sell its properties or on commercial terms could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

The success of Majid Al Futtaim Properties' business strategy and profitability depends upon its ability to locate and acquire or lease land suitable for development at attractive prices

Majid Al Futtaim Properties' growth and profitability to-date have been attributable, in part, to its ability to locate and acquire or lease land at attractive prices, and the success of Majid Al Futtaim Properties' business strategy and future profitability depends upon its continued ability to do so. Many of Majid Al Futtaim Properties' most significant competitors are owned by the government of the countries in which they operate and, therefore, they may be accorded preferential treatment when acquiring land. In the past, Majid Al Futtaim Properties has been able to acquire land suitable for its planned shopping malls, hotels and other developments, but there can be no assurance that it will continue to be able to acquire land suitable for development in the future at attractive prices. In addition, Majid Al Futtaim Properties faces the risk that competitors may anticipate and capitalise on certain potential investment opportunities in advance of Majid Al Futtaim Properties doing so, which could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

The MENA region in which Majid Al Futtaim Properties operates is characterised by a lack of real estate transparency

According to a real estate transparency survey conducted by Jones Lang LaSalle in 2020, the real estate markets in which Majid al Futtaim Properties and the Group operate are categorised as semi-transparent (the UAE, Kenya and Saudi Arabia), low-transparent (Bahrain, Egypt, Kuwait, Qatar, Jordan, Kazakhstan and Pakistan) and opaque (Oman, Lebanon and Iraq). The degree of transparency of a real estate market is determined by reference to a number of factors, including comparable transactions, accessibility of information relating to counterparties and land title, reliability of market data, clarity of regulations relating to all matters of real estate conveyance and access to government agencies to verify information provided by counterparties in connection with real estate transactions. Although Majid Al Futtaim Properties endeavours to undertake comprehensive due diligence with respect to its real estate investments in order to mitigate any risks in connection with the markets in which it operates, there can be no assurance that the factors described above will not result in its discovery at a later date of information or liabilities in association with its investments that could affect their value, expected purpose or returns on investment, which could, in turn, have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

Majid Al Futtaim Properties does not have unrestricted title to all of its land parcels

In a limited number of cases, Majid Al Futtaim Properties acquires title to land parcels which are subject to certain conditions as to the timeframe within which the land should be developed. If Majid Al Futtaim Properties fails to comply with any such conditions, it may lose title to the land parcel concerned. Registration of title to Majid Al Futtaim Properties' land parcels may also be subject to conditions in relation to the completion of construction thereon.

If Majid Al Futtaim Properties loses title or is unable to acquire title to its properties, this could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

Majid Al Futtaim Properties has not to-date experienced a situation where its title or interest in its properties or land parcels has been lost, has been the subject of legal proceedings leading to the loss of title or interest in its properties or land parcels. However, Majid Al Futtaim Properties is subject to the risk that it may not in the future be able to acquire or be granted unrestricted title or interest to any land and/or that it could be determined to be in violation of applicable law should it violate any restrictions applicable to any such title or interest. Any such outcome could have a material adverse effect on the business, financial condition, results of operations and prospects business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

Majid Al Futtaim Properties is exposed to a range of development and construction risks

Majid Al Futtaim Properties is subject to a number of construction, financing, operating and other risks associated with project development which have resulted, and may in the future result, in significant cost overruns and delays in the delivery of its projects. For instance, shortages in raw materials (such as steel and other commodities common in the construction industry), energy, building equipment (including, in particular, cranes), labour (including project managers, contractors and construction specialists) or other necessary supplies may result in delays to a project. Such shortages may also result in an increase of the cost of the relevant resource and may therefore result in a cost overrun vis-à-vis the original budget.

Majid Al Futtaim Properties is also exposed to significant counterparty risk associated with project development. These risks include default or delays by contractors and other counterparties, design or construction defects and inadequate infrastructure as a result of failure by third parties to provide utilities and transportation and other links that are necessary or desirable for the successful operation of a project. The foregoing could not only adversely impact the project costs but may also result in an adverse impact on the overall marketability of that project (including consumer demand) and may have an adverse impact on the Group's reputation

The occurrence of one or more of these events may prevent Majid Al Futtaim Properties from achieving projected internal rates of return for its projects, which could in turn have a material adverse effect on the business, financial condition, results of operations and prospects business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole. In addition, there can be no assurance that the revenues that Majid Al Futtaim Properties is able to generate from its development and construction projects will be sufficient to cover the associated construction costs.

Majid Al Futtaim Properties' rental revenues depend upon its ability to find tenants for its shopping malls and offices and the ability of such tenants to fulfil their lease obligations as well as on Majid Al Futtaim Properties achieving an optimal tenant mix for its shopping malls. In addition, Majid Al Futtaim Properties is exposed to tenant concentration

There can be no guarantee that Majid Al Futtaim Properties will find or be able to retain tenants for its shopping malls and other properties on terms and conditions that are satisfactory to it. In addition, Majid Al Futtaim Properties' tenants may be materially adversely affected by a range of factors which may affect their ability to perform their obligations under the relevant lease agreements and may therefore adversely affect the financial performance of the properties leased by Majid Al Futtaim Properties and the cash flows generated by them. For instance, rental deferrals and rebates provided by Majid Al Futtaim Properties due to COVID-19 resulted in direct reductions to Majid Al Futtaim Properties' revenue in 2021.

Further, certain jurisdictions in which Majid Al Futtaim Properties operates as a landlord, including the UAE, have imposed restrictions on rental increases and these restrictions may also adversely impact Majid Al Futtaim Properties' business.

Majid Al Futtaim Properties seeks to ensure that it has the right mix of retail outlets in its shopping malls to cater to the consumer preferences of its local customers. In pursuit of this strategy, Majid Al Futtaim Properties has sought in the past, and may seek in the future, to terminate lease agreements of existing tenants in order to replace them with new tenants to its shopping malls. In addition, Majid Al Futtaim Properties may seek to terminate the lease agreements of tenants who default under their leases. It is relatively difficult to evict tenants under the laws of the jurisdictions in which Majid Al Futtaim Properties operates. Therefore, Majid Al Futtaim Properties may experience delays in evicting tenants for cause or changing its tenant mix to meet strategic directives prior to the expiry of relevant lease terms, and efforts to do so could require considerable expense. Although Majid Al Futtaim Properties' tenants have rarely defaulted in performing their obligations under the lease agreements they have entered into with Majid Al Futtaim Properties, should one or more tenants stop paying rent for a period of time, whether with or without cause, this could reduce Majid Al Futtaim Properties' cash flows and could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

A significant proportion of the tenants in Majid Al Futtaim Properties' shopping malls are members of a limited number of large retail groups. As a result, Majid Al Futtaim Properties could be materially adversely affected should any of these retail groups cease to carry on business with Majid Al Futtaim Properties.

Majid Al Futtaim Properties' shopping malls depend on anchor stores or major tenants to attract shoppers and could be materially adversely affected by the loss of, or a store closure by, one or more of these tenants

Shopping malls are typically anchored by hypermarkets, department stores and other large nationally recognised tenants. Many of Majid Al Futtaim Properties' major tenants are owned by a limited number of large retail groups. The performance of some of Majid Al Futtaim Properties' shopping malls could be materially adversely affected if these tenants fail to comply with their contractual obligations, seek concessions in order to continue operations, or cease their operations. Concessions made to existing tenants may also be made to potential new tenants with a view to attracting such potential new tenants. There is no assurance that any such concessions made will achieve their purpose or will not materially adversely affect Majid Al Futtaim Properties' and the Group's revenue or profitability. In addition, the closure of tenants' operations may enable other tenants to negotiate a modification to the terms of their existing leases, and such closures could result in decreased customer traffic which could adversely affect the performance of the shopping mall concerned and, as a result, could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Properties and the Group as a whole.

Majid Al Futtaim Properties' hotels are all managed by independent third-party operators and Majid Al Futtaim Properties is, therefore, exposed to the performance of these operators

Majid Al Futtaim Properties has entered into hotel management agreements with Accor S.A. ("**Accor**"), Kempinski Hotels S.A. ("**Kempinski**"), Hilton International Manage LLC ("**Hilton**") and Marriott International ("**Marriott**"). While Majid Al Futtaim Properties has close relationships with the operators of its hotels and a successful track record of working with them to make property and operational improvements, Majid Al Futtaim Properties does not have the means to compel any hotel to be operated in a particular manner or to govern any particular aspect of its operations. Therefore, even if Majid Al Futtaim Properties believes its properties are being operated inefficiently or in a manner that does not result in satisfactory revenues or operating profits, it will generally not have rights under the management agreements to change who operates the properties or how they are operated until the expiry of the term of the agreements unless there is a breach of specific contractual provisions permitting such termination. Majid Al Futtaim Properties can only seek redress if an operator breaches the terms of the management agreements or, in the case of the agreements with Kempinski, if the hotel does not reach certain prescribed levels of profitability for three consecutive years, and then only to the extent of the remedies provided for under the terms of that agreement. In the event that Majid Al Futtaim Properties were to seek to replace any of its current hotel operators, it would likely experience significant disruptions at the affected properties, which could have a material adverse effect on the business, results of operations, financial condition and prospects of Majid Al Futtaim Properties and the Group as a whole.

The hotel industry is subject to certain general risks

In addition to the general political and economic factors which affect all of the Group's businesses (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses are affected by the economic and political conditions in the markets in which they operate*"), the hotel industry depends on a number of factors, many of which are outside the control of Majid Al Futtaim Properties and the Group, which could negatively affect the number of visitors to the regions in which the Group operates hotels and therefore impact the number of guests staying at the Group's hotel properties. For instance, visitor volumes are impacted by major travel impediments (such as airline strikes, border closures, extreme weather conditions, natural disasters, outbreaks of diseases (including COVID-19), deterioration in the political or economic conditions in the destination market or onerous changes in visa requirements or other similar regulations). The hotel industry in the MENA region is also impacted by seasonality, particularly in the very hot summer months when the number of visitors to the region is usually significantly reduced when compared to the winter months.

In addition, the hotel industry is susceptible to an increase in operating costs due to reasons outside the operators' control (for instance, due to an increase in utility costs, taxes or insurance costs).

Any negative changes in such factors could result in increased competition and periods of oversupply of hotel and guest accommodation which may affect occupancy and room rates, which could have a material adverse effect on the business, results of operations, financial condition and prospects of Majid Al Futtaim Properties and the Group as a whole.

RISKS RELATING TO MAJID AL FUTTAIM RETAIL

Majid Al Futtaim Retail is dependent on its relationship with Carrefour and the market perception of Carrefour

All of Majid Al Futtaim Retail's revenue and EBITDA for the financial year ended 31 December 2021 was derived from the operations of its Carrefour stores. The business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole could be materially and adversely affected to the extent that Majid Al Futtaim Retail's franchise rights with Carrefour become compromised in any material respect.

In addition, the willingness of the public to shop at Carrefour, which is considered by many to be associated with France, is also subject to various factors outside Majid Al Futtaim Retail's control, including the public's perception of Carrefour and, more generally, of France. Should any of these factors be perceived in a negative manner, this would have a material adverse effect on the financial condition and results of operations of Majid Al Futtaim Retail and the Group as a whole. For instance, political tensions between France and the Middle East resulted in a boycott of French products in the MENA region in the second half of 2020 which resulted in a decrease in Carrefour's sales (see further "*Group Financial Review – Results of Operations for the Financial Year Ended 31 December 2021 and the Financial Year Ended 31 December 2020 – Revenue – Sale of goods*").

Majid Al Futtaim Retail's results of operations and financial performance could be materially adversely affected by a change in consumer preferences, perception and/or spending

Majid Al Futtaim Retail accounted for 81.5 per cent. of the Group's revenue and 37.0 per cent. of the Group's EBITDA for the financial year ended 31 December 2021. Majid Al Futtaim Retail's performance depends on factors which may affect the level and patterns of consumer spending in the UAE and the MENA region. Such factors include consumer preferences, confidence, incomes and perceptions of the quality of certain products. A general decline in purchases at Majid Al Futtaim Retail's Carrefour stores could occur as a result of a change in consumer preferences, perceptions and spending habits at any time and Majid Al Futtaim Retail's future success will depend partly on its ability to anticipate or adapt to such changes and to offer, on a timely basis, new products that match consumer demand. Such changes, and a failure to adapt its offering to respond to them, may result in reduced demand for the products sold at Majid Al Futtaim Retail's Carrefour stores, a decline in the market share of its products and increased levels of selling and promotional expenses. Any changes in consumer preferences could result in lower sales of the products sold at Majid Al Futtaim Retail's Carrefour stores or put pressure on pricing, and could materially adversely affect the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole.

The planned increase in the number of Carrefour stores may not be achieved

Majid Al Futtaim Retail plans to open 5 Carrefour hypermarkets (3 in Egypt and 2 in UAE) and 6 Carrefour supermarkets (all in UAE) in 2022. However, there can be no assurance that it will be able to expand its store network as planned or that all of such new stores will be profitable. While the Group's management believes that Majid Al Futtaim Retail has identified areas in the MENA region where Majid Al Futtaim Retail could increase the number of its stores, unforeseen factors could result in potential sites not becoming available on acceptable terms. Furthermore, if competitors are able to secure high-quality sites, they may be able to gain market share and may effectively restrict Majid Al Futtaim Retail's ability to grow. This could adversely affect the business, reputation, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole.

In addition, Majid Al Futtaim Retail's ability to open new stores, convert or refurbish existing stores, change the use of part of an existing store or implement any of these activities without delay may be significantly restricted by regulatory obstacles associated with obtaining the approvals, permits, consents and/or registrations necessary to construct and/or operate its stores, which could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole

Interruptions in the availability of products from suppliers or any changes in the costs to Majid Al Futtaim Retail of obtaining such products could adversely affect its business

Majid Al Futtaim Retail's operations may be interrupted or otherwise materially adversely affected by delays or interruptions in the supply of its products or the termination of any product supplier arrangement where an alternative source of product supply is not readily available on substantially similar terms. Any breakdown or change in Majid Al Futtaim Retail's relationships with product suppliers could materially adversely affect the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole. If Majid Al Futtaim Retail is forced to change a supplier of products, there is no guarantee that this would not interrupt supply continuity or result in additional cost. Further, Majid Al Futtaim Retail is currently able to secure significant rebates and other supplier benefits from its product suppliers. Should these benefits decline or become unavailable, this could have a material adverse effect on the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole.

In addition, the price of the products which Majid Al Futtaim Retail sells at its Carrefour stores may be significantly affected by the cost of the raw materials used to produce those products in the source markets of Majid Al Futtaim Retail's suppliers. Wherever practicable, Majid Al Futtaim Retail seeks to put in place supply contracts which ensure the supply of products for the period that they are anticipated to be offered by the Carrefour stores and in such quantities as its forecasts require. Failure to continue to source products at competitive cost from international markets or to forecast accurately the required quantities could result in Majid Al Futtaim Retail having to buy products from other suppliers on short-term contracts which could result in additional cost. Any increases in the prices of products where prices have not been fixed under contractual supply agreements could materially adversely affect the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole.

Interruptions in or changes to the terms of Majid Al Futtaim Retail's shipping or distribution arrangements could adversely affect its business

Majid Al Futtaim Retail is reliant on the services of third-party distribution, shipping and haulage companies for the movement and storage of its private label goods and the entire range of products for its Carrefour supermarkets within the regions in which it operates and the jurisdictions from which it sources its products. Although it has entered into management contracts with three third-party distribution, shipping and haulage companies, any change in the terms of, or interruption or failure in, the services of one or more of these service providers could affect Majid Al Futtaim Retail's ability to supply and distribute its products and consequently could materially adversely affect the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole. Such interruption or failure could potentially involve significant additional costs to Majid Al Futtaim Retail in obtaining an alternative source of supply or distribution.

Majid Al Futtaim Retail faces the risk of product liability claims and associated adverse publicity

The packaging, marketing, distribution and sale of food products purchased from others, as well as production of foods under Carrefour's private labels, entail an inherent risk of contamination or deterioration, which could potentially lead to product liability claims, product recalls and associated adverse publicity. Any contaminated products inadvertently distributed by Majid Al Futtaim Retail may, in certain cases, result in illness, injury or death, or lead to product liability claims asserted against Majid Al Futtaim Retail and/or require product recalls. There can be no assurance that such claims will not be asserted against it in the future, or that such recalls will not be necessary. While the Group has product liability insurance, such policy does not include insurance cover against product recall specifically and there is no certainty that any product liability insurance available to the Group will be sufficient to cover all claims, or any product recall claims, that may be asserted against it (see further "*Risk Factors – Risks Relating to the Group – The Group may not be able to secure full insurance coverage for the risks associated with the operation of its businesses*").

In addition, because Majid Al Futtaim Retail's success is linked to the reputation of Carrefour, any product liability claims or product recalls that cause adverse publicity involving Carrefour stores not owned by Majid Al Futtaim Retail may have an adverse effect on Majid Al Futtaim Retail, regardless of whether such claim or recall involves any products sold by Majid Al Futtaim Retail's Carrefour franchises. Further, even if a product liability claim is not successful or is not fully pursued, the negative publicity surrounding any assertion that the products it sells caused illness or injury could have a material adverse effect on Carrefour's reputation with existing and potential customers, as well as the business, financial condition, results of operations and prospects of Majid Al Futtaim Retail and the Group as a whole.

RISKS RELATING TO MAJID AL FUTTAIM LEC

Majid Al Futtaim LEC may not be able to manage its growth successfully

Majid Al Futtaim Ventures experienced a period of significant growth over the last few years and Majid Al Futtaim LEC is expected to continue such growth in future years (see further "*Description of the Group – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle – Overview*"). Such expansion may expose Majid Al Futtaim LEC to numerous risks, including challenges in managing the increased scope and geographic diversity of the operations of the Group's companies.

Future growth may place a strain on the Group's managerial, operational, financial and other resources. The need to manage such expansion may require continued development of procedures and management controls, hiring additional personnel, as well as training and retaining its employee base. Such growth may also increase costs, including the cost of compliance arising from exposure to additional activities and jurisdictions. If the Group is not successful in meeting the challenges associated with such expansion, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE NOTES

Risks related to the structure of the Notes

The Notes have features which contain particular risks for potential investors. Set out below is a description of such features:

The obligations of each Guarantor are conditional, deeply subordinated in right of payment and the rights and claims of the Noteholders against the relevant Guarantor may be extinguished in certain circumstances

Prospective investors should note that the obligations of each Guarantor under the Guarantee are subordinated in right of payment to the prior payment in full of all other liabilities of the relevant Guarantor, except for Parity Securities and Junior Securities (as defined in Condition 1.1 (*Definitions*)) of the relevant Guarantor. In addition, all payment obligations of the relevant Guarantor under the Guarantee are, at all times, subject to the relevant Guarantor being Solvent at the time of such payment.

For this purpose the relevant Guarantor shall be "**Solvent**" if, at the time of the relevant payment under the Guarantee: (a) it is able to pay its debts as they fall due; and (b) its Assets exceed its Liabilities.

In the case of paragraph (a) above, the relevant Guarantor must also be capable of making the relevant payment under the Guarantee and any other payment in respect of the Parity Securities of the relevant Guarantor (excluding a payment to a member of the Group) and still satisfy paragraph (a) above immediately after such payment.

"**Assets**" means the unconsolidated total assets of the relevant Guarantor as shown in the latest audited balance sheet of such Guarantor, but adjusted to reflect the prevailing market value of such assets (including the prevailing market value of any equity held by such Guarantor in any company) and for any other subsequent events in such manner as determined by: (i) the directors of such Guarantor (and as certified by the auditors of such Guarantor in the event of any non-payment by such Guarantor); or (ii) if a trustee in bankruptcy has been appointed in respect of such Guarantor, such trustee in bankruptcy.

"**Liabilities**" means the unconsolidated total liabilities of the relevant Guarantor as shown in the latest audited balance sheet of such Guarantor, but adjusted for contingent liabilities and for any other subsequent events in such manner as determined by: (i) the directors of such Guarantor (and as certified by the auditors of such Guarantor in the event of any non-payment by such Guarantor); or (ii) if a trustee in bankruptcy has been appointed in respect of such Guarantor, such trustee in bankruptcy.

Prior to the appointment of a trustee in bankruptcy, if a Guarantor is not Solvent, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor are limited

Prior to the appointment of a trustee in bankruptcy (as described below) the determination of whether a Guarantor is Solvent will be made by the board of directors of the relevant Guarantor together with, in the case of an assessment of the Assets and Liabilities of the relevant Guarantor, the auditors of such Guarantor. If the Noteholders wish to challenge any such determination or non-payment by the relevant Guarantor, the sole recourse available to the Noteholders will be to institute proceedings for the winding- up of the relevant Guarantor and/or prove in the winding-up of the relevant Guarantor.

If a Guarantor is not Solvent, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor will be extinguished

If the board of directors of the relevant Guarantor together with, in the case of an assessment of the Assets and Liabilities of the relevant Guarantor, the auditors of such Guarantor, make a determination that the relevant Guarantor is not Solvent, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor will be extinguished.

In the event that bankruptcy proceedings (or any analogous actions) are commenced in relation to a Guarantor (which would be by application to a court in the UAE by any creditor (including the Noteholders), the relevant Guarantor itself or a public prosecutor), the court will, if it is satisfied that a bankruptcy order should be issued based on the inability of the relevant Guarantor to pay its debts as they fall due, issue a bankruptcy order and appoint a trustee in bankruptcy, in respect of the relevant Guarantor. The responsibilities of the trustee in bankruptcy include verifying the relevant Guarantor's debts and preserving, managing and realising the assets of the relevant Guarantor.

As part of the process of verification of the relevant Guarantor's debts and specifically in relation to the Guarantee, the trustee in bankruptcy is required to determine whether the relevant Guarantor is Solvent. If the trustee in bankruptcy determines that the relevant Guarantor is not Solvent, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor will also be extinguished.

However, as the obligations of the Guarantors under the Guarantee are joint and several, such extinguishment in respect of the obligations of one Guarantor would not affect the obligations of the other Guarantor if such other Guarantor is Solvent.

Following extinguishment of the rights and claims of the Noteholders no amounts will be paid to the Noteholders

Even if, following the realisation of the relevant Guarantor's assets and payments having been made to all prior ranking creditors of the relevant Guarantor, residual amounts are available as part of the bankruptcy estate of the relevant Guarantor, the rights and claims of the Noteholders shall remain extinguished. Instead, such residual amounts will most likely be paid to the shareholders of the relevant Guarantor.

Further, it is possible for a company in bankruptcy proceedings in the UAE to agree a composition with its verified creditors (which, as described above, would not include the Noteholders) and if such composition resulted in the relevant Guarantor not being liquidated or dissolved but being permitted to continue its business as a going concern, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor should remain extinguished, although prospective investors should note that the insolvency regime in the UAE is largely untested and there is little guidance as to how the legislative framework will be applied in practice.

The insolvency regime in the UAE is largely untested with little guidance as to how the legislative framework will be applied in practice

Prospective investors should note that the insolvency regime in the UAE is largely untested as there have been no large scale insolvencies. As a result, there is little guidance as to how the legislative framework will be applied in practice and, in particular, the definitive approach that would be adopted by a trustee in bankruptcy appointed by a court in the UAE in relation to the relevant Guarantor in assessing the claims of senior and subordinated creditors of a company incorporated in the UAE.

The Notes are perpetual but may be redeemed at the option of the Issuer

The Issuer is under no obligation to redeem the Notes at any time and the Noteholders have no right to call for their redemption. Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Notes indefinitely.

The Issuer may redeem all outstanding Notes at any time in the event of a Gross-Up Event, an Accounting Event, a Substantial Repurchase Event, a Rating Methodology Event or as a result of a Change of Control (each as defined in the Conditions), in each case in accordance with the Conditions.

In addition, the Notes are redeemable at the Issuer's option on any date during the period commencing (and including) the First Call Date to (and including) the First Reset Date or on any Interest Payment Date thereafter. In the case of a redemption of the Notes by the Issuer, an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Under certain conditions, interest payments under the Notes may be deferred

The Issuer may elect, in its sole and absolute discretion, to defer all or some of the interest which would otherwise be payable on the Notes on any Interest Payment Date. While the deferral of payment of interest continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the relevant Notes and, in such event, the Noteholders are not entitled to claim immediate payment of interest so deferred.

However, upon the occurrence of a Compulsory Payment Event (as described under the Conditions), the Issuer will be obliged to pay the deferred interest (in whole and not in part) on the Mandatory Settlement Date. One of the Compulsory Payment Events giving rise to payment of the deferred interest is where the Issuer or the Guarantors pay dividends to any third party shareholders outside the Group (excluding dividends paid pursuant to a contractual or legal obligation). Historically, entities forming part of the Group have rarely declared or made dividend payments to third parties outside the Group on a voluntary basis, and when such payments have been made they have been of a relatively low value. Majid Al Futtaim Holding is under no obligation to make any such dividend payment. There can be no assurance that any dividends will ever be paid by Majid Al Futtaim Holding to its shareholders pursuant to its dividend policy or otherwise, and there can be no assurance generally with regard to the timing or frequency of dividend payments or other distributions (if any) by the Issuer, Majid Al Futtaim Holding or Majid Al Futtaim Properties to any person outside the Group.

Any deferral of interest payments will likely have an adverse effect on the market price of the Notes. In addition, as a result of the interest deferral provision of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's and/or Guarantors' financial condition.

The Notes may not be redeemed, substituted or varied unless and until all Optionally Outstanding Payments are satisfied in full, on or prior to the date set for the relevant redemption, substitution or variation.

Substitution or variation of the Notes

There is a risk that, after the issue of the Notes, if at any time the Issuer or a Guarantor determines that a Gross-Up Event, Accounting Event or Rating Methodology Event has occurred and is continuing, the Issuer may, without the consent or approval of the Noteholders, substitute all (but not some) of the Notes in consideration for, or vary the terms of, the Notes or the Guarantee, such that the Notes remain or become, as the case may be, after such substitution or variation, Qualifying Notes (as defined in Condition 1.1 (*Definitions*)).

Any such substitution or variation may have an adverse impact on the price of, and/or the market for, the Notes.

Due to the deeply subordinated nature of the obligations arising under the Notes, the Conditions of the Notes contain limited Enforcement Events and remedies

There is no obligation on the Issuer to repay principal. In addition, payments of interest on the Notes may be deferred in accordance with Condition 5.5 (*Interest deferral*) and interest will not therefore be due other than in the limited circumstances described in the Conditions. The only events of default in the Conditions are: (a) if a default is made by the Issuer for a period of seven Business Days or more in the payment of any principal due on the Notes or 14 Business Days or more in the payment of any interest due on the Notes or the Guarantors fail to pay any amount due under the Guarantee; (b) if an order is made or a resolution is passed for the winding-up of the Issuer or Majid Al Futtaim Holding; or (c) if Majid Al Futtaim Properties initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (all as more fully described in Condition 12.1 (*Enforcement Events*)). Therefore, it will only be possible for the Noteholders to enforce claims for payment of principal or interest of the Notes when the same have become due pursuant to the Conditions and the Guarantee. Moreover, pursuant to Condition 12.1 (*Enforcement Events*), upon the occurrence of any such event of default, the remedies available to the Trustee and/or the Noteholders (as applicable) are limited to: (i) instituting proceedings for the winding-up of the Issuer and/or the relevant Guarantor and/or prove in the winding-up of the Issuer and/or the relevant Guarantor; and/or (ii) claiming in the liquidation of the Issuer and/or the relevant Guarantor for the payment referred to in paragraph (a) above and/or giving notice to the Issuer and the relevant Guarantor that the Notes are, and shall immediately become, due and payable at their principal amount together with any accrued and unpaid interest to such date and any Optionally Outstanding Payments, subject in each case to the Noteholders having a claim against the relevant Guarantor under the conditional subordination described above (see "*– The obligations of each Guarantor are conditional, deeply subordinated in right of payment and the rights and claims of the Noteholders against the relevant Guarantor may be extinguished in certain circumstances"*).

Furthermore, to the extent and in the manner permitted by applicable law, no Noteholder may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising from, the Notes and each Noteholder will, by virtue of his holding of any Note, be deemed to have waived all such rights of set-off, counterclaim, compensation or retention.

Furthermore, the claims of Senior Creditors of the Issuer and/or of the Guarantors, as applicable, will first have to be satisfied in any winding-up, liquidation or analogous proceedings before the Noteholders may expect to obtain any recovery in respect of their Notes and prior thereto Noteholders will have only limited (if any) ability to influence the conduct of such winding-up, liquidation or analogous proceedings. As noted earlier in this section, if the condition as to Solvency set out in Condition 4.2(b) (*Subordination in respect of the Guarantee*) is not satisfied, the holders of the Notes shall not be entitled to receive any amounts under the Guarantee in the winding-up or liquidation of the Guarantors.

There is no limitation on issuing senior or pari passu securities

There is no restriction on the amount of securities or other liabilities which the Issuer or the Guarantors may issue or incur and which rank senior to, or *pari passu* with, the Notes or the Guarantee (as the case may be). The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by Noteholders on a winding-up of the Issuer or the Guarantors (as the case may be) and/or may increase the likelihood of a deferral of interest under the Notes.

The current IFRS accounting classification of financial instruments such as the Notes as instruments with the characteristics of equity may change which may result in the occurrence of an Accounting Event

In June 2018, the International Accounting Standards Board (IASB) published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "**DP/2018/1 Paper**"). While the final timing and outcome are uncertain, if the proposals set out in the DP/2018/1 Paper are implemented in their current form, the current IFRS accounting classification of financial instruments such as the Notes as instruments with the characteristics of equity may change and this may result in the occurrence of an Accounting Event. In such an event, the Issuer may have the option to redeem, in whole but not in part, the Notes pursuant Condition 6 (*Redemption and Purchase*) or substitute or vary the terms of the Notes pursuant to Condition 6.9 (*Variation or substitution to remedy early redemption events*). The implementation of any of the proposals set out in the DP/2018/1 Paper or any other similar such proposals that may be made in the future, including the extent and timing of any such official adoption or implementation, if at all, is uncertain. Accordingly, no assurance can be given as to the future classification of the Notes from an accounting perspective or whether any such change may result in the occurrence of an Accounting Event, thereby providing the Issuer with the option to redeem the Notes or substitute or vary the terms of the Notes pursuant to the Conditions. The period during which the Issuer may notify the redemption of the Notes as a result of the occurrence of an Accounting Event shall start on and include the Accounting Event Adoption Date (as defined below), which is the earlier of such date that a change is officially announced in respect of IFRS or officially adopted or put into practice.

Resettable fixed rate notes have a market risk

A holder of notes with a fixed interest rate that will be reset during the term of the notes (as will be the case for the Notes on each Reset Date (as defined in the Conditions) if not previously redeemed) is exposed to the risk of fluctuating interest rate levels and uncertain interest income. While the nominal remuneration rate of the Notes is fixed until the First Reset Date (with a reset of the initial fixed rate on every Reset Date as set out in the Conditions), the current interest rate in the capital markets (the "**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of the Notes also changes, but in the opposite direction. If the market interest rate increases, the price of the Notes would typically fall. If the market interest rate falls, the price of the Notes would typically increase. Noteholders should be aware that movements in these market interest rates can adversely affect the price of the Notes and can lead to losses for the Noteholders if they sell the Notes.

The use of proceeds of the Notes may not meet investor expectations or requirements, including the expectations and requirements of environmentally focused investors

The use of proceeds of the Notes subsequently received by the Guarantors or any other company controlled by the Guarantors may not meet investor expectations or requirements. The Guarantors or any other company controlled by the Guarantors will exercise its judgement and sole discretion in determining the businesses and projects that will be financed by the proceeds of the Notes. If the use of the proceeds of the Notes is a factor in an investor's decision to invest in the Notes, they should consider the disclosure in the section of this Prospectus entitled "*Use of Proceeds*", and consult with their legal or other advisers before making an investment in the Notes. There can be no assurance that any of the businesses and projects funded with the proceeds from the Notes will meet the Majid Al Futtaim Green Finance Framework or an investor's expectations or requirements. Furthermore, there is no contractual obligation to investors to allocate the proceeds of the Notes to finance eligible businesses and projects or to provide annual progress reports as described in the section of this Prospectus entitled "*Use of Proceeds*". The Guarantors or any other company controlled by the Guarantors' failure to so allocate or report the failure of any of the businesses and projects funded with the proceeds from the Notes to meet the Green Finance Framework will not constitute an Enforcement Event with respect to the Notes and may affect the value and/or the trading price of the Notes and/or have adverse consequences for certain investors with portfolio mandates to invest in green assets.

Furthermore, it should be noted that there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors (whether by the Issuer, the Trustee, the Guarantors, the Joint Lead Managers, the Agents or any other person) that any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from the Notes will meet any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from the Notes.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Guarantors or any other company controlled by the Guarantors) which may be made available in connection with the issue of the Notes and in particular with any of the businesses and projects funded with the proceeds from the Notes to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Guarantors, the Joint Lead Managers, the Trustee, the Agents or any other person to buy, sell or hold the Notes. Any such opinion or certification is only current as at the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Notes. The providers of such opinions and certifications are not currently subject to any specific regulatory or other regime or oversight.

If the Notes are at any time listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Guarantors, the Joint Lead Managers, the Trustee, the Agents or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any of the businesses and projects funded with the proceeds from the Notes. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Guarantors, the Joint Lead Managers, the

Trustee, the Agents or any other person that any such listing or admission to trading will be obtained in respect of the Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

If the Issuer or the Guarantors fail to meet their respective obligations under any "green", "sustainable" or other equivalently-labelled Notes ("**ESG Notes**"), there is no specific remediation mechanism that the relevant Noteholders may avail themselves of, beyond what is already available under law to holders of the Issuer's senior debt. Should the Issuer or the Guarantors fail to meet their respective obligations under any ESG Notes, the rights of the relevant Noteholders will rank *pari passu* with holders of the Issuer's other non-subordinated senior debt obligations.

Risks related to the Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions also provide that the Trustee may, without the consent of Noteholders, in the circumstances described in Condition 13.2 (*Variation, waiver, authorisation and determination*) agree to: (a) any variation of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes or any of the provisions of the Trust Deed or the Agency Agreement; or (b) determine without the consent of the Noteholders that any Enforcement Event (as defined in Condition 12.1 (*Enforcement Event*)) shall not be treated as such.

Change of law

The Conditions are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus.

Investors in the Notes must rely on Euroclear and Clearstream, Luxembourg procedures

Notes will be represented on issue by a Global Note that may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg (each as defined under "*Form of the Notes*"). Except in the circumstances described in the Global Note, investors will not be entitled to receive Notes in definitive form. Each of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in the Global Note held through it. While the Notes are represented by the Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by the Global Note, the Issuer will discharge its payment obligations under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in the Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Note.

Holders of beneficial interests in the Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

Risks relating to enforcement

Set out below is a brief description of the principal risks relating to enforcement against the Issuer or the Guarantors:

Investors may experience difficulties in enforcing arbitration awards and foreign judgments in Dubai

The payments under the Notes are dependent upon the Issuer (failing which, the Guarantors) making payments to investors in the manner contemplated under the Notes or the Guarantee, as the case may be. If the Issuer and subsequently both of the Guarantors fail to do so, it may be necessary to bring an action against the Guarantors (or either of them) to enforce their (or its) obligations and/or to claim damages, as appropriate, which may be costly and time-consuming.

Furthermore, to the extent that enforcement of remedies must be pursued in the UAE, it should be borne in mind that there is limited scope for self-help remedies under UAE law and that generally enforcement of remedies in the UAE must be pursued through the courts.

Under current Dubai law, the Dubai courts are unlikely to enforce an English court judgment without re-examining the merits of the claim and may not observe the choice by the parties of English law as the governing law of the transaction. In the UAE, foreign law is required to be established as a question of fact and the interpretation of English law, by a court in the UAE, may not accord with the interpretation of an English court. In principle, courts in the UAE recognise the choice of foreign law if they are satisfied that an appropriate connection exists between the relevant transaction agreement and the foreign law which has been chosen. They will not, however, honour any provision of foreign law which is contrary to public policy, order or morals in the UAE, or to any mandatory law of, or applicable in, the UAE.

The UAE is a civil law jurisdiction and judicial precedents in Dubai have no binding effect on subsequent decisions. In addition, there is no formal system of reporting court decisions in Dubai. These factors create greater judicial uncertainty than would be expected in other jurisdictions.

The Notes, the Trust Deed, the Agency Agreement (as defined in "*Terms and Conditions of the Notes*") are governed by English law and the parties to such documents have agreed to refer any unresolved dispute in relation to such documents to arbitration under LCIA Rules.

The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the "**New York Convention**") entered into force in the UAE on 19 November 2006. In the absence of any other multilateral or bilateral enforcement convention, an arbitration award rendered in London should be enforceable in the UAE in accordance with the terms of the New York Convention. Under the New York Convention, the UAE has an obligation to recognise and enforce foreign arbitration awards, unless the party opposing enforcement can prove one of the grounds under Article V of the New York Convention to refuse enforcement, or the UAE courts find that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public policy of the UAE.

There is no established track record as to how the New York Convention provisions would be interpreted and applied by the UAE courts in practice and whether the UAE courts will enforce a foreign arbitration award in accordance with the New York Convention (or any other multilateral or bilateral enforcement convention). This is reinforced by the lack of a system of binding judicial precedent in the UAE and the independent existence of different Emirates within the UAE, some with their own court systems, and whose rulings may have no more than persuasive force cross border. Although there are examples of foreign arbitral awards being enforced in the UAE under the New York Convention, there are other cases where the enforcement of foreign arbitral awards have been refused. Federal Cabinet Resolution No. 57 of 2018 (the "**Resolution**") also governs the enforcement of foreign arbitral awards in the UAE. The Resolution confirms that arbitral awards issued in a foreign state may be enforced in the UAE and that the conditions for enforcement of foreign arbitral awards set out in the New York Convention shall not be prejudiced by the Resolution. However, there is not established track record as to how the overlapping provisions of the New York Convention and the Resolution will be interpreted and applied by the UAE courts in practice. There is also a risk that, notwithstanding the New York Convention, the Resolution or the terms of any other applicable multilateral or bilateral enforcement convention, the UAE courts may in practice consider and apply the grounds for enforcement of domestic UAE arbitral awards set out in Federal Law No. 6 of 2018 (the "**UAE Arbitration Law**") to the enforcement of any non-UAE arbitral award. The UAE Arbitration Law and the Resolution are both new and it is unclear how they will be applied by the UAE courts in practice. Accordingly, there is a risk that a non-UAE arbitral award will be refused enforcement by the UAE courts.

There are limitations on the effectiveness of guarantees in the UAE

Under the laws of the UAE the obligation of a guarantor is incidental to the obligations of the principal debtor, and the obligations of a guarantor will only be valid to the extent of the continuing obligations of the principal debtor. The laws of the UAE do not contemplate a guarantee by way of indemnity of the obligations of the debtor by the guarantor and instead contemplate a guarantee by way of suretyship. Accordingly, it is not possible to state with any certainty whether a guarantor could be obliged by the Dubai courts to pay a greater sum than the debtor is obliged to pay or to perform an obligation that the debtor is not obligated to perform.

In order to enforce a guarantee under the laws of the UAE, the underlying obligation for which such guarantee has been granted may need to be proved before the Dubai courts.

Compliance with UAE bankruptcy law may affect the Guarantors' ability to perform its obligations under the Trust Deed or the Agency Agreement

In the event of either Guarantors' insolvency, UAE bankruptcy law may adversely affect the Guarantors', as the case may be, ability to perform its obligations under the Trust Deed or the Agency Agreement and, in turn, affect the Issuer's ability to perform its obligations in respect of the Notes. There is little precedent to predict how claims by or on behalf of the Noteholders and/or the Trustee would be resolved, and therefore there can be no assurance that Noteholders will receive payment of their claims in full or at all in these circumstances.

A court may not grant an order for specific performance

In the event that either Guarantor fails to perform its obligations under the Trust Deed or the Agency Agreement, the potential remedies available to the Issuer and the Trustee include: (a) obtaining an order for specific performance of the Guarantors' respective obligations; or (b) a claim for damages.

There is no assurance that a court will provide an order for specific performance, as this is generally a matter for the discretion of the relevant court. The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors, including an obligation on the Issuer and the Trustee to mitigate any loss arising as a result of such breach. No assurance is provided on the level of damages which a court may award in the event of a failure by either Guarantor to perform its obligations set out in the Trust Deed or the Agency Agreement.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. The liquidity of any market for the Notes that may develop depends on a number of factors, including:

the method of calculating the principal and interest in respect of the Notes;

the time remaining to the maturity of the Notes;

the outstanding amount of the Notes;

the redemption features of the Notes; and

the level, direction and volatility of market interest rates generally.

Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes and the Guarantors will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls which could adversely affect an applicable exchange rate. The Issuer does not have any control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for applicable currencies. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (a) the Investor's Currency-equivalent yield on the Notes; (b) the Investor's Currency equivalent value of the principal payable on the Notes; and (c) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Note may not be available at such Note's maturity.

Credit ratings may not reflect all risks

Each of Fitch and S&P is expected to rate the Notes at "BB+". The ratings may not reflect the potential impact of all risks related to the transaction structure, the market, the additional factors discussed above, or any other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the relevant rating agency at any time. There is no assurance that the rating will remain in effect for any given period of time or that the rating will not be lowered or withdrawn entirely if circumstances in the future so warrant.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to: (i) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended; and (ii) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Notes changes for the purposes of the EU CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by its assigning rating agency at any time.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the Central Bank shall be incorporated in, and form part of, this Prospectus:

1. the 2021 Group Financial Statements (an electronic copy of which is available at http://www.rns-pdf.londonstockexchange.com/rns/5544C_1-2022-2-23.pdf);

2. the 2020 Group Financial Statements (an electronic copy of which is available at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202103/5e9304e6-c024-4dfa-93ee-0f7f481d3066.pdf);

3. the auditors' report and the audited consolidated financial statements of Majid Al Futtaim Properties for the financial year ended 31 December 2021 (an electronic copy of which is available at http://www.rns-pdf.londonstockexchange.com/rns/5548C_1-2022-2-23.pdf);

4. the auditors' report and the audited consolidated financial statements of Majid Al Futtaim Properties for the financial year ended 31 December 2020 (an electronic copy of which is available at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202103/1d7b3ff2-2aa3-45f3-b27e-ad8bce3d801f.pdf);

5. the auditors' report and the audited financial statements of the Issuer for the financial year ended 31 December 2021 (an electronic copy of which is available at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202205/0fdc37d7-e2ed-48dd-bb29-1bad05d531ad.pdf); and

6. the auditors' report and the audited financial statements of the Issuer for the financial year ended 31 December 2020 (an electronic copy of which is available at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202103/603b2380-7830-46a6-bcfb-a506e2d42ae0.pdf).

Copies of the documents incorporated by reference in this Prospectus can be obtained from the specified offices of the Principal Paying Agent for the time being in London.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

The parts of the above mentioned documents which are not incorporated by reference into this Prospectus are either not relevant for investors or covered elsewhere in this Prospectus.

If at any time the Issuer shall be required to prepare a supplement to the Prospectus in accordance with Article 23 of the EU Prospectus Regulation, the Issuer will prepare and make available an appropriate amendment or supplement to this Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the regulated market of Euronext Dublin, shall constitute a supplemental prospectus in accordance with the EU Prospectus Regulation. Statements contained in any such supplement (or any statement contained in a document, all or a portion of which is deemed to be incorporated by reference herein), shall be deemed to be modified or superseded for the purposes of this Prospectus to the extent that a statement contained herein modifies or supersedes such statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

This Prospectus should be read and construed with any amendment or supplement hereto and with any other document incorporated by reference herein.

FORM OF THE NOTES

The Notes will be represented by a Global Note or be in definitive form and shall be in registered form. Registered Notes will be issued outside the United States in reliance on the exemption from registration provided by Regulation S under the Securities Act ("**Regulation S**").

REGISTERED NOTES

The Notes offered and sold in reliance on Regulation S, which will be sold only to non-U.S. persons outside the United States, will initially be represented by a global note in registered form (the "**Global Note**"). Prior to expiry of the 40 day distribution compliance period (as defined in Regulation S) applicable to the Notes, beneficial interests in the Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Global Note will bear a legend regarding such restrictions on transfer.

The Global Note will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg, and registered in the name of a nominee of the common depositary for Euroclear and Clearstream, Luxembourg, as specified in the Conditions. Persons holding beneficial interests in the Global Note will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Global Note will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 2.1 (*Form and denomination*)) as the registered holder of the Global Note. None of the Issuer, the Guarantors, any Paying Agent, the Trustee or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant date (as specified in Condition 7.1 (*Payments in respect of Notes*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that: (a) an Enforcement Event has occurred and is continuing; (b) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available; or (c) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Global Note in definitive form and a certificate to that effect signed by any two Authorised Signatories (as defined in Conditions 1.1 (*Definitions*)) of the Issuer is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in paragraph (c) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

TRANSFER OF INTERESTS

Interests in the Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Global Note. No beneficial owner of an interest in a Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. **Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions (see "*Subscription and Sale*").**

GENERAL

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the Conditions or as may otherwise be approved by the Issuer, the Guarantors, the Principal Paying Agent and the Trustee.

No Noteholder (as defined in the Conditions) shall be entitled to proceed directly against the Issuer or either Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes (the "**Conditions**") which will, except for the text in italics, be incorporated into the Global Note (as defined below) and endorsed on each definitive Note and will form part of the Trust Deed.*

The U.S.$500,000,000 Reset Subordinated Perpetual Notes (the "**Notes**") issued by MAF Global Securities Limited (the "**Issuer**") are constituted by a trust deed dated 30 June 2022 (such trust deed as further amended and/or supplemented and/or restated from time to time, the "**Trust Deed**"), made between the Issuer, Majid Al Futtaim Holding LLC ("**MAF Holding**"), Majid Al Futtaim Properties LLC ("**MAF Properties**" and, together with MAF Holding, the "**Guarantors**" and each a "**Guarantor**") and Citibank, N.A., London Branch (the "**Trustee**", which expression shall include all persons for the time being trustee or trustees appointed under the Trust Deed).

The Notes have the benefit of an agency agreement dated 30 June 2022 (such agency agreement as further amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") and made between the Issuer, the Guarantors, the Trustee, Citibank, N.A., London Branch as issuing and principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor principal paying agent appointed from time to time in connection with the Notes and, together with any further or other paying agents appointed from time to time in accordance with the Agency Agreement, the "**Paying Agents**", which expression shall include any successor paying agent appointed from time to time in connection with the Notes) and Citibank Europe plc as registrar (the "**Registrar**", which expression shall include any successor registrar appointed from time to time in connection with the Notes) and Citibank, N.A., London Branch as transfer agent (the "**Transfer Agent**", which expression shall include any additional or successor transfer agent appointed from time to time in connection with the Notes).

For so long as any of the Notes is represented by a global note in registered form (the "**Global Note**") held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantors, the Trustee and the Agents as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such principal amount of such Notes, for which purpose the registered holder of such Global Note shall be treated by the Issuer, each Guarantor, the Trustee and any Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of such Global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the principal office for the time being of the Principal Paying Agent being at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and at the specified office of each of the Registrar and the Transfer Agent (the Paying Agents, the Registrar and the Transfer Agent being together referred to as the "**Agents**").

The Noteholders are deemed to have notice of and be bound by, and are entitled to the benefit of, all the provisions of the Trust Deed and of the Agency Agreement which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Unless the context otherwise requires, the following terms shall have the following meanings in these Conditions:

An "**Accounting Event**" shall occur if a recognised independent accountancy firm of international standing, acting upon instructions of a Guarantor, has delivered a letter or report addressed to such Guarantor, stating that, as a result of a change in accounting principles (or the application thereof) since the Issue Date (the earlier of such date that the aforementioned change is officially announced in respect of IFRS or officially adopted or put into practice, the "**Accounting Event Adoption Date**"), the obligations of such Guarantor under the Guarantee may not or may no longer be recorded fully as "equity" in the Consolidated Financial Statements of such Guarantor pursuant to IFRS or any other accounting standards that may replace IFRS for the purposes of preparing the Consolidated Financial Statements of such Guarantor and such event cannot be avoided by such Guarantor taking reasonable measures available to it. The Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date. The period during which the Issuer may notify the redemption of the Notes as a result of the occurrence of an Accounting Event pursuant to Condition 6.4 (*Issuer call right and early redemption due to an Accounting Event*) shall start on, and include the Accounting Event Adoption Date. For the avoidance of doubt such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect;

"**Additional Amount**" has the meaning specified in Condition 8 (*Taxation*);

"**Additional Interest Amount**" has the meaning specified in Condition 5.5 (*Interest deferral*);

"**Auditors**" has the meaning specified in the Trust Deed;

"**Authorised Signatory**" means any person who: (a) is a Director of the Issuer; (b) is an Initial Guarantor Authorised Person; or (c) has been notified by the Issuer or either of the Guarantors (as the case may be) in writing to the Trustee as being duly authorised to sign documents and to do other acts and things on behalf of the Issuer or such Guarantor (as the case may be) for the purposes of these Conditions and the Trust Deed;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in London, Dubai and New York;

"**Certificate**" has the meaning specified in Condition 2.1 (*Form and denomination*);

A "**Change of Control**" shall occur each time Majid Al Futtaim Capital LLC ceases to be the ultimate owner (either directly or indirectly) of more than 50 per cent. of the share capital of MAF Holding; provided that a Change of Control shall not be deemed to have occurred unless, within the Change of Control Period: (a) if the long-term, unsecured and unsubordinated indebtedness of a Guarantor is rated by any one or more Rating Agencies, a Rating Downgrade as a result of that Change of Control occurs and the relevant Rating Agency does not, within the Change of Control Period, reverse such Rating Downgrade so that the long-term, unsecured and unsubordinated indebtedness of such Guarantor has the same or a better credit rating attributed by such Rating Agency than before such Rating Downgrade occurred; or (b) if the long-term, unsecured and unsubordinated indebtedness of a Guarantor is not rated by any one or more Rating Agencies, a Negative Rating Event in respect of that Change of Control occurs, save that limb (b) of this definition shall not apply where (i) MAF Holding's long-term, unsecured and unsubordinated indebtedness is rated by one or more of the Rating Agencies; (ii) MAF Properties' long-term, unsecured and unsubordinated indebtedness is not rated by any Rating Agency; and (iii) no Rating Downgrade has occurred in respect of MAF Holding as a result of such Change of Control during the Change of Control Period;

"**Change of Control Period**" means the period commencing on the earlier of: (a) the date of the occurrence of the relevant Change of Control; and (b) the date of the first public announcement of a potential Change of Control by either Guarantor, or by any actual or potential bidder or any adviser thereto, and ending 90 days after the date of occurrence of the relevant Change of Control (the "**Initial End Date**"), provided that if one or more Rating Agencies has on or prior to the Initial End Date publicly announced that it has placed the rating of the long-term, unsecured and unsubordinated indebtedness of either Guarantor under consideration for rating downgrade (the "**Placing on Credit Watch**"), the Change of Control Period shall be extended to the earlier of: (i) the later of (1) the date which falls 60 days after the date of the Placing on Credit Watch, and (2) the Initial End Date; or (ii) the date which falls 60 days after the Initial End Date;

"**Change of Control Redemption Period**" has the meaning specified in Condition 6.7 (*Issuer call right and early redemption for reasons of a Change of Control*);

"**Compulsory Payment Event**" means the occurrence of any of the following events:

(a) the shareholders of the Issuer or the shareholders of either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors have resolved at the annual general meeting on the proposal by its board of directors to pay or distribute a dividend or make a payment on any Junior Securities or the Issuer, either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors has elected to make a payment or distribution of an interim dividend in respect of any Junior Securities, in each case other than a dividend, distribution or payment on any Junior Securities which is made to any member of the Group;

(b) the Issuer or either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors has resolved, in its absolute discretion, to pay any dividend or make any distribution or other payment on any Parity Security, other than a dividend, distribution or payment on any Parity Security which is made to any member of the Group;

(c) the Issuer, either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors redeems Junior Securities or Parity Securities or the Issuer, either of the Guarantors or any Subsidiary of the Issuer or of either of the Guarantors repurchases or otherwise acquires any Junior Securities or Parity Securities, other than: (i) in connection with any existing or future buy-back programme, share option or free share allocation plan or any employee benefit plans or similar arrangements with or for the benefit of employees, officers, directors or consultants; or (ii) a redemption, repurchase or acquisition of a Junior Security or Parity Security issued to another member of the Group; or

(d) (i) the Notes are redeemed at the option of the Issuer; or (ii) the Notes are substituted for, or varied so that they become, Qualifying Notes,

except, for the avoidance of doubt, in the case of paragraphs (a) to (c) (inclusive) above, (A) if the Issuer, the relevant Guarantor or the relevant Subsidiary is obliged under the terms and conditions of such Junior Securities or Parity Securities, or if required by law, to make such payment or distribution, such redemption, such repurchase or such other acquisition; or (B) in respect of Parity Securities only, where such redemption, repurchase or acquisition is effected as a cash tender offer or exchange offer to all holders thereof at a purchase price per security which is below its par value;

A Compulsory Payment Event shall not occur pursuant to paragraph (b) above in respect of any optional pro rata payment of deferred or arrears of interest on any Parity Securities which is made simultaneously with an optional pro rata payment of any Optionally Outstanding Payments provided that such pro rata payment of deferred or arrears of interest on a Parity Security is not proportionately more than the pro rata settlement of any such Optionally Outstanding Paymnents;

"**Consolidated Financial Statements**" means the most recently published:

(a) audited annual consolidated financial statements of the relevant Guarantor, as approved by the annual general meeting of its shareholders and audited by the Auditors of such Guarantor; or, as the case may be,

(b) unaudited (but "reviewed" by the Auditors of the relevant Guarantor) condensed consolidated half-year financial statements of such Guarantor, as approved by its Board of Directors,

in each case prepared in accordance with IFRS;

"**Designated Amount**" has the meaning specified in Condition 7.1 (*Payments in respect of Notes*);

"**Designated Bank**" has the meaning specified in Condition 7.1 (*Payments in respect of Notes*);

"**Determination Date**" means, in respect of a Reset Interest Period, the second U.S. Government Securities Business Day prior to the commencement of such Reset Interest Period;

"**Directors**" means the Board of Directors for the time being of the Issuer and "**Director**" means any one of them;

"**Dispute**" has the meaning specified in Condition 18.2 (*Agreement to arbitrate*);

"**Enforcement Event**" has the meaning specified in Condition 12.1 (*Enforcement Events*);

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**First Call Date**" has the meaning given in Condition 6.2 (*Issuer call right and early redemption at the option of the Issuer*);

"**First Reset Date**" means 30 September 2027;

"**First Step-Up Date**" means 30 September 2032;

A "**Gross-Up Event**" shall occur if, as a result of any change in, or amendment to, the laws (or any rules or regulations thereunder) of the Relevant Jurisdiction, or any change in or amendment to any official interpretation or application of those laws or rules or regulations, which change or amendment becomes effective on or after 28 June 2022: (a) the Issuer has or will become obliged to pay Additional Amounts; or (b) the Guarantors would be unable for reasons outside their control to procure payment by the Issuer and in making payment themselves would be required to pay such Additional Amounts, in each case provided that the payment obligation cannot be avoided by the Issuer or, as the case may be, the Guarantors taking reasonable measures available to them;

"**Group**" means MAF Holding and its Subsidiaries taken as a whole;

"**Guarantee**" has the meaning specified in Condition 4.1 (*Status of the Guarantee*);

"**H.15 (519)**" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the United States Federal Reserve System and "**most recent H.15 (519)**" means the H.15 (519) published closest in time but prior to the close of business on the second Business Day prior to the applicable Reset Date. H.15 (519) may be currently obtained at the following website: https://www.federalreserve.gov/releases/h15/;

"**IFRS**" means the International Financial Reporting Standards;

"**Initial Guarantor Authorised Person**" means: (a) in the case of MAF Holding any two of Mr. Alain Bejjani, Mr. Mouein Al Madhoun and Mr. Ziad Chalhoub; and (b) in the case of MAF Properties, any two of Mr. Alain Bejjani, Mr. Mouein Al Madhoun and Mr. Ziad Chalhoub;

"**Interest Payment Date**" means 30 March and 30 September in each year, commencing on 30 September 2022;

"**Interest Payment Period**" means the period from and including the Issue Date to but excluding the first Interest Payment Date and thereafter from and including each Interest Payment Date to but excluding the next Interest Payment Date;

"**Issue Date**" means 30 June 2022;

"**Junior Securities**" means: (a) Ordinary Shares; (b) any other shares of any class of the Issuer or either of the Guarantors (if any) ranking *pari passu* among themselves and *pari passu* with Ordinary Shares; and (c) any other securities or other instruments either (i) issued directly by the Issuer or either of the Guarantors and which rank or are expressed to rank junior to the Issuer's obligations under the Notes or such Guarantor's obligations under the Guarantee, or (ii) issued by any Subsidiary of the Issuer or of either of the Guarantors and where the terms of such securities or other instruments benefit from a guarantee or support agreement (or similar or equivalent) entered into by either or both of the Guarantors and where the obligation of the relevant Guarantor under such guarantee or support agreement ranks or is expressed to rank junior to such Guarantor's obligations under the Guarantee;

"**Make-Whole Redemption Amount**" means an amount calculated by an independent financial adviser appointed by the Issuer for the purposes of calculating such amount, equal to the higher of:

(a) 100 per cent. of the principal amount of the Notes to be redeemed; and

(b) the sum of the then present values of the principal amount of the Notes to be redeemed and the aggregate amount of scheduled payment(s) of interest on such Notes for the Remaining Term (exclusive of interest accrued to the redemption date and any Optionally Outstanding Payments) discounted to the relevant redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the sum of: (x) the Reference Bond Rate and (y) the Make-Whole Redemption Margin;

"**Make-Whole Redemption Margin**" means:

(a) in respect of the period from (and including) the Issue Date to (but excluding) the First Step-up Date, 0.5 per cent.;

(b) in respect of the period from (and including) the First Step-up Date to (but excluding) the Second Step-up Date, 0.5 per cent.; and

(c) in respect of the period from (and including) the Second Step-up Date, 0.5 per cent.;

"**Mandatory Settlement Date**" means the earliest of:

(a) the date falling 7 Business Days after the date on which a Compulsory Payment Event has occurred;

(b) the next Interest Payment Date on which the Issuer elects to pay the relevant interest payment (including where such payment is made by way of set-off of any amounts owed by a Noteholder to the Issuer or to a Guarantor as against such payment of interest);

(c) the date on which the Notes fall due for redemption in connection with the exercise by the Issuer of its redemption options pursuant to Condition 6.2 (*Issuer call right and early redemption at the option of the Issuer*) or Condition 6.7 (*Issuer call right and early redemption for reasons of a Change of Control*) (inclusive); and

(d) the date on which an event described in Condition 12.1 (ii) (*Enforcement Event*) or Condition 12.1 (iii) (*Enforcement Event*) occurs;

"**Margin**" means:

(a) in respect of the period from and including the First Reset Date to, but excluding the First Step-Up Date, 4.893 per cent. per annum;

(b) in respect of the period from and including the First Step-Up Date to, but excluding, the Second Step-Up Date, 5.143 per cent. per annum; and

(c) in respect of the period from, and including, the Second Step-Up Date, 5.893 per cent. per annum;

"**Negative Rating Event**" means the relevant Guarantor does not within the Change of Control Period obtain an investment grade rating for its long-term, unsecured and unsubordinated indebtedness from at least one Rating Agency;

"**Optionally Deferred Payment**" has the meaning specified in Condition 5.5 (*Interest deferral*);

"**Optionally Outstanding Payment**" has the meaning specified in Condition 5.5 (*Interest deferral*);

"**Ordinary Shares**" means ordinary shares in the capital of the Issuer or ordinary shares in the capital of the relevant Guarantor, as the case may be;

"**Par Call Date**" has the meaning specified in Condition 6.2 (*Issuer call right and early redemption at the option of the Issuer*);

"**Parity Securities**" means any securities or other instruments either: (a) issued directly by the Issuer or either of the Guarantors and which rank or are expressed to rank *pari passu* with the Issuer's obligations under the Notes or such Guarantor's obligations under the Guarantee (including, for the avoidance of doubt, the U.S.$500,000,000 Reset Subordinated Perpetual Notes with an issue date of

7 March 2017 issued by the Issuer and irrevocably guaranteed, on a joint and several basis, by the Guarantors and the U.S.$400,000,000 Reset Subordinated Perpetual Notes with an issue date of 20 March 2018 issued by the Issuer and irrevocably guaranteed, on a joint and several basis, by the Guarantors); or (b) issued by any Subsidiary of the Issuer or of either of the Guarantors and where the terms of such securities or other instruments benefit from a guarantee or support agreement (or similar or equivalent) entered into by either or both of the Guarantors and where the obligation of the relevant Guarantor under such guarantee or support agreement ranks or is expressed to rank *pari passu* with such Guarantor's obligations under the Guarantee;

"**Payment Business Day**" has the meaning specified in Condition 7.3 (*Payments on business days*);

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Prevailing Interest Rate**" means the rate of interest payable on the Notes applicable from time to time pursuant to Condition 5 (*Interest and Interest Deferral*);

"**Proceedings**" has the meaning specified in Condition 18.4 (*Effect of exercise of an option to litigate*);

"**Qualifying Notes**" means notes that contain terms not materially less favourable to Noteholders than the terms of the Notes provided that such Qualifying Notes shall:

(a) be issued by the Issuer or any other Subsidiary of MAF Holding and be guaranteed on a joint and several basis by the Guarantors;

(b) (and the guarantee as aforesaid) rank *pari passu* on a winding-up or administration (in circumstances where the administrator has given notice of its intention to declare and distribute a dividend) of the Issuer with the Notes and of the Guarantors with the Guarantee;

(c) contain terms which provide for the same interest rate from time to time applying to the Notes and preserve the same Interest Payment Dates;

(d) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer and the Guarantors as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption;

(e) preserve any existing rights to any accrued interest, any deferred interest and any other amounts payable under the Notes which, in each case, has accrued to Noteholders and has not been paid;

(f) not contain terms providing for loss absorption through write-down of the principal amount due to Noteholders or conversion of such principal amount to ordinary shares in the Issuer or either of the Guarantors; and

(g) otherwise contain substantially identical terms to the Notes, save where any variations to such terms are required to be made to avoid the occurrence or effect of a Gross-Up Event, Accounting Event or Rating Methodology Event (provided that, for the avoidance of doubt, the Qualifying Notes shall be not materially less favourable to Noteholders than the terms of the Notes); and

(h) be: (i) admitted to the Official List and trading on the regulated market of Euronext Dublin; or (ii) listed on such other international stock exchange as selected by the Guarantors and approved by the Trustee;

"**Rating Agency**" means any of Standard & Poor's Credit Market Services France SAS or Fitch Ratings Limited (or, in each case, any successor rating agency thereto);

"**Rating Downgrade**" means the credit rating previously assigned to the long-term, unsecured and unsubordinated indebtedness of either of the Guarantors by any Rating Agency: (a) is withdrawn; (b) is changed from investment grade to non-investment grade in accordance with the rating methodology adopted by such Rating Agency at the time; or (c) if the credit rating previously assigned by the relevant Rating Agency was below investment grade, is lowered one or more rating notches in accordance with the rating methodology adopted by such Rating Agency at the time, and such Rating Agency shall have publicly announced or confirmed in writing to the relevant Guarantor that such withdrawal or downgrade is principally the result of any event or circumstance comprised in or arising as a result of, or in respect of, the Change of Control or potential Change of Control, as the case may be;

A "**Rating Methodology Event**" shall occur if a Guarantor has received written confirmation from any Rating Agency from whom such Guarantor is assigned a Solicited Rating, that due to an amendment to, clarification of or change in hybrid rating methodology or the interpretation thereof and as a result of which, but not otherwise:

(a) the Notes and/or the Guarantee will no longer be eligible, in part or in full, for the same or a higher category of "equity credit" (or such similar nomenclature as being used by such Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of the relevant Guarantor's senior obligations) attributed to the Notes and/or the Guarantee at or around the Issue Date or at any later date on which the Notes and/or the Guarantee were attributed a higher category of "equity credit" compared with the category of "equity credit" attributed to the Notes and/or the Guarantee on or around the Issue Date or if "equity credit" is not assigned on the Issue Date, at the date when the "equity credit" is assigned for the first time; or

(b) if the Notes have been partially or fully re-financed since the Issue Date and are no longer eligible for "equity credit" from such Rating Agency in part or in full as a result, paragraph (a) above would have applied had the Notes not been re-financed; or

(c) the length of time the Notes are assigned a particular category of "equity credit", after being assigned such equity credit for the first time, by that Rating Agency is shortened as compared to the length of time they would have been assigned that level of "equity credit" by that Rating Agency under its prevailing methodology on the Issue Date (or if "equity credit" was not assigned to the Notes by the relevant Rating Agency on the Issue Date, at the date when "equity credit" is assigned by such Rating Agency for the first time);

"**Record Date**" has the meaning specified in Condition 7.1 (*Payments in respect of Notes*);

"**Redemption Date**" means the day on which the Notes become due for redemption in accordance with these Conditions (including, for the avoidance of doubt, a Par Call Date);

"**Reference Bond Rate**" means the actively traded U.S. Treasury security having a maturity comparable to the Remaining Term that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Term;

"**Register**" has the meaning specified in Condition 2.1 (*Form and denomination*);

"**Relevant Obligation**" has the meaning given to it Condition 4.2 (*Subordination in respect of the Guarantee*);

"**Relevant Date**" means, in relation to any payment, whichever is the later of: (a) the date on which the payment in question first becomes due; and (b) if the full amount payable has not been received by the Principal Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*);

"**Relevant Jurisdiction**" means the Cayman Islands (in the case of any payment made by the Issuer) and the United Arab Emirates and/or the Emirate of Dubai (in the case of any payment made by either of the Guarantors) or, in each case, any political sub-division or authority thereof or therein having the power to tax;

"**Relevant Period**" means the period commencing on (and including) the First Call Date and ending on (and including) the First Reset Date;

"**Remaining Term**" means, with respect to any Notes, the period from (and including) the redemption date to (but excluding): (a) if the redemption date occurs before the first day of the Relevant Period, the First Call Date; or (b) if the redemption date occurs after the Relevant Period, the next succeeding Interest Payment Date;

"**Reset Date**" means the First Reset Date and every fifth anniversary thereafter;

"**Reset Interest Period**" means each period from and including the First Reset Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date;

"**Reset Interest Rate**" means the U.S. Treasury Rate applicable to the relevant Reset Interest Period plus the applicable Margin;

"**Second Step-Up Date**" means 30 September 2047;

"**Senior Creditors**" means all creditors of the Issuer and of each of the Guarantors respectively other than creditors whose claims are in respect of the Issuer's payment obligations in respect of the Notes or the Relevant Obligations (respectively), or other obligations which rank or are expressed to rank *pari passu* with, or junior to, the claims of the Noteholders in respect of the Notes or Relevant Obligations;

"**Solicited Rating**" shall refer to a rating assigned by a rating agency with whom the relevant Guarantor has a contractual relationship under which the Notes or the Guarantee (as the case may be) are assigned a credit rating and an "equity credit";

"**Solvent**" has the meaning specified in Condition 4.2 (*Subordination in respect of the Guarantee*);

"**Solvent Reorganisation**" means a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation or the substitution in place of the Issuer or the relevant Guarantor (as the case may be) of a successor in business of the Issuer or the relevant Guarantor (as the case may be), the terms of which reorganisation, reconstruction, amalgamation or substitution: (a) have previously been approved in writing by the Trustee or by an Extraordinary Resolution (as defined in the Trust Deed); and (b) do not provide that the Notes shall thereby become redeemable or repayable in accordance with these Conditions;

"**Specified Denomination**" has the meaning specified in Condition 2.1 (*Form and denomination*);

"**Subsidiary**" means in relation to any person (the "**first person**"), at any particular time, any person (the "**second person**"):

(a) which is then directly or indirectly controlled by the first person; or

(b) more than 50 per cent. of whose issued equity share capital (or equivalent) is then beneficially owned by the first person.

For the second person to be "**controlled**" by the first person means that the first person (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract, trust or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that second person or otherwise controls, or has the power to control, the affairs and policies of the second person;

A "**Substantial Repurchase Event**" shall occur if the Issuer, the Guarantors, any Subsidiary and/or any affiliate of the Issuer or of the Guarantors has, severally or jointly, purchased and cancelled more than 75 per cent. of the initial aggregate principal amount of the Notes in accordance with Condition 6.8 (*Purchase*);

"**Tax**" has the meaning specified in Condition 8 (*Taxation*);

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the U.S. Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and

"**U.S. Treasury Rate**" means as of any Determination Date, as applicable, (i) an interest rate (expressed as a decimal and, in the case of U.S. Treasury bills, converted to a bond equivalent yield) determined to be the per annum rate equal to the weekly average yield to maturity for U.S. Treasury securities with a maturity of five years from the next Reset Date and trading in the public securities markets or (ii) if there is no such published U.S. Treasury security with a maturity of five years from the next Reset Date and trading in the public securities markets, then the rate will be determined by interpolation between the most recent weekly average yield to maturity for two series of U.S. Treasury securities trading in the public securities market, (A) one maturing as close as possible to, but earlier than, the Reset Date following the next succeeding Determination Date, and (B) the other maturity as close as possible to, but later than the Reset Date following the next succeeding Determination Date, in each case as published in the most recent H.15 (519). If the U.S. Treasury Rate cannot be determined pursuant to the methods described in clauses (i) or (ii) above, then the U.S. Treasury Rate will be the same rate determined for the prior Determination Date and in the case of the first Determination Date, it shall be 3.057 per cent.

1.2. Interpretation

In these Conditions:

(a) words and expressions defined in the Trust Deed or the Agency Agreement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated;

(b) any reference to principal shall be deemed to include any early redemption amount payable under Condition 6 (*Redemption and Purchase*), any additional amounts in respect of principal which may be payable under Condition 8 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

(c) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 8 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions; and

(d) references to Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement.

2. FORM, DENOMINATION AND TITLE

2.1. Form and denomination

The Notes are issued in registered form in principal amounts of U.S.$200,000 and integral multiples of U.S.$1,000 (each a "**Specified Denomination**") in excess thereof. A Note certificate (each a "**Certificate**") will be issued to each Noteholder in respect of its registered holding of Notes. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Noteholders (the "**Register**") which the Issuer will cause to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

Upon issue, the Notes will be represented by beneficial interests in the Global Note, in fully registered form, which will be deposited with, and registered in the name of a nominee for, a common depositary for Euroclear and Clearstream, Luxembourg. Ownership interests in the Global Note will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg (as applicable), and their respective participants.

2.2. Title

Title to the Notes passes only by registration in the Register. The registered holder of any Notes will (except as otherwise required by law) be treated as the absolute owner of the Notes represented by the Certificate for all purposes (whether or not any payment thereon is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate) and no person will be liable for so treating the holder of any Notes. The registered holder of a Note will be recognised by the Issuer as entitled to his Note free from any equity, set off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Note.

The Issuer and the Trustee may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof and shall not be liable to any Noteholder by reason only of either having accepted as valid or not having rejected an original certificate or letter of confirmation purporting to be signed on behalf of Euroclear or Clearstream, Luxembourg to the effect that at any particular time or throughout any particular period any particular person is, was or will be shown in its records as having a particular principal amount of Notes credited to his or her securities account.

2.3. Transfers

Transfers of beneficial interests in the Global Note will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests.

A beneficial interest in the Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Global Note only in the Specified Denomination and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement.

A Note in definitive form may be transferred by depositing the relevant Certificate issued in respect of that Note, with the form of transfer on the back of the Certificate duly completed and signed, at the specified office of the Registrar or any of the Agents.

2.4. Delivery of new Certificates

Each new Certificate to be issued upon transfer of Notes will, within five business days of receipt by the Registrar or the relevant Agent of the duly completed form of transfer endorsed on the relevant Certificate, be mailed by uninsured mail at the risk of the holder entitled to the Note to the address specified in the form of transfer. For the purposes of this Condition 2.4, "**business day**" shall mean a day on which banks are open for business in the city in which the specified office of the Agent with whom a Certificate is deposited in connection with a transfer is located.

Where some but not all of the Notes in respect of which a Certificate is issued are to be transferred, a new Certificate in respect of the Notes not so transferred will, within five business days of receipt by the Registrar or the relevant Agent of the original Certificate, be mailed by uninsured mail at the risk of the holder of the Notes not so transferred to the address of such holder appearing on the register of Noteholders or as specified in the form of transfer.

Except in the limited circumstances described in the Global Note, owners of interests in the Notes will not be entitled to receive physical delivery of Certificates. Issues of Certificates upon transfer of Notes are subject to compliance by the transferor and transferee with the certification procedures described above and in the Trust Deed.

2.5. Formalities free of charge

Registration of transfer of Notes will be effected without charge to the holders by or on behalf of the Issuer, the Registrar or any Agent but upon payment (or the giving of such indemnity as the Issuer, the Registrar or any Agent may in its sole discretion require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

2.6. Closed periods

No Noteholder may require the transfer of a Note to be registered during the period of fifteen days ending on (and including) the due date for any payment of principal or interest on that Note.

2.7. Regulations

All transfers of Notes and entries on the register of Noteholders will be made subject to the detailed regulations concerning transfer of Notes scheduled to the Trust Deed. The regulations may be changed by the Issuer with the prior written approval of the Registrar and the Trustee.

A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests one at the address specified by that Noteholder.

3. STATUS AND SUBORDINATION

3.1. Status

The Notes constitute direct, unsecured, conditional and subordinated (as described in Condition 3.2 (*Subordination in respect of the Notes*)) obligations of the Issuer and will at all times rank *pari passu* without any preference among themselves.

3.2. Subordination in respect of the Notes

The claims of the Noteholders in respect of the Notes, including in respect of any claim to Optionally Outstanding Payments, will, in the event of the winding-up or insolvency of the Issuer (subject to and to the extent permitted by applicable law), rank:

(a) junior to all payment obligations of the Issuer (other than Parity Securities of the Issuer or Junior Securities of the Issuer);

(b) *pari passu* with each other and with Parity Securities of the Issuer; and

(c) senior only to the Junior Securities of the Issuer.

3.3. Prohibition of set-off

To the extent and in the manner permitted by applicable law, no Noteholder may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising from, the Notes and each Noteholder will, by virtue of his holding of any Note, be deemed to have waived all such rights of set-off, counterclaim, compensation or retention.

4. GUARANTEE

4.1. Status of the Guarantee

The payment of principal of and interest on the Notes and all other moneys payable by the Issuer under or pursuant to the Conditions and/or the Trust Deed has been irrevocably guaranteed, on a joint and several basis, by the Guarantors (the "**Guarantee**") in the Trust Deed. The obligations of the relevant Guarantor under the Guarantee are direct, unsecured, conditional (as described in Condition 4.2 (*Subordination in respect of the Guarantee*)) and subordinated (as described in Condition 4.2 (*Subordination in respect of the Guarantee*)) obligations of the relevant Guarantor.

4.2. Subordination in respect of the Guarantee

4.2.1. In accordance with the terms of the Trust Deed, the rights and claims of the Noteholders under the Guarantee against the relevant Guarantor, including in respect of any claim to Optionally Outstanding Payments, (the "**Relevant Obligations**"), will, subject as set out in Condition 4.2.2: (a) be subordinated to all payment obligations of such Guarantor (other than Parity Securities of such Guarantor or Junior Securities of such Guarantor); (b) rank *pari passu* with each other and with any Parity Securities of such Guarantor; and (c) rank senior only to the Junior Securities of such Guarantor.

4.2.2. Payments under the Guarantee are conditional upon the relevant Guarantor being Solvent at the time of such payment and no payment shall be payable by the relevant Guarantor in respect of the Guarantee except to the extent that such Guarantor could make such payment and any other payment (excluding any payment to a member of the Group) required to be made to a creditor in respect of indebtedness which ranks or is expressed to rank *pari passu* with the payment obligations of such Guarantor under the Guarantee and still be able to pay its debts as they fall due immediately thereafter. For this purpose the relevant Guarantor shall be "**Solvent**" if: (a) it is able to pay its debts as they fall due; and (b) its Assets exceed its Liabilities.

4.2.3. For the purposes of this Condition 4.2:

(a) "**Assets**" means the unconsolidated total assets of the relevant Guarantor as shown in the latest audited balance sheet of such Guarantor, but adjusted to reflect the prevailing market value of such assets (including the prevailing market value of any equity held by such Guarantor in any company) and for any other subsequent events in such manner as determined by: (i) the directors of such Guarantor (and as certified by the Auditors of such Guarantor in the event of any non-payment by such Guarantor); or (ii) if a trustee in bankruptcy has been appointed in respect of such Guarantor, such trustee in bankruptcy; and

(b) "**Liabilities**" means the unconsolidated total liabilities of the relevant Guarantor as shown in the latest audited balance sheet of such Guarantor, but adjusted for contingent liabilities and for any other subsequent events in such manner as determined by: (i) the directors of such Guarantor (and as certified by the Auditors of such Guarantor in the event of any non-payment by such Guarantor); or (ii) if a trustee in bankruptcy has been appointed in respect of such Guarantor, such trustee in bankruptcy.

4.3. Prohibition of set-off in respect of the Guarantee

To the extent and in the manner permitted by applicable law, no Noteholder may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to it by either of the Guarantors in respect of, or arising from, the Notes or the Guarantee and each Noteholder will, by virtue of his holding of any Note, be deemed to have waived all such rights of set-off, counterclaim, compensation or retention.

5. INTEREST AND INTEREST DEFERRAL

5.1. Interest to the First Reset Date

Unless previously redeemed or purchased and cancelled in accordance with these Conditions, subject to the further provisions of this Condition 5 (in particular, but not limited to Condition 5.5 (*Interest deferral*)) the Notes shall bear interest from and including the Issue Date to, but excluding, the First Reset Date at a rate of 7.875 per cent. per annum on their outstanding principal amount. Such interest shall be payable semi-annually in arrear on each Interest Payment Date, commencing on 30 September 2022 and ending on the First Reset Date. The interest amount payable in respect of the period from, and including, the Issue Date to, but excluding, the first Interest Payment Date shall be U.S.$19.6875 per U.S.$1,000 in principal amount of the Notes, payable on the first Interest Payment Date. Thereafter, the interest amount payable on each Interest Payment Date falling prior to and including the First Reset Date shall be U.S.$39.375 per U.S.$1,000 in principal amount of the Notes.

5.2. Interest following the First Reset Date

5.2.1. Unless previously redeemed or purchased and cancelled in accordance with these Conditions and subject to the further provisions of this Condition 5 (in particular, but not limited to Condition 5.5 (*Interest deferral*)), the interest rate shall be reset on each Reset Date on the basis of the aggregate of the Margin and the relevant U.S. Treasury Rate on the relevant Determination Date, as determined by the Principal Paying Agent. The Notes shall bear interest in respect of each Interest Payment Period falling within the relevant Reset Interest Period at a rate per annum which shall be equal to the relevant U.S. Treasury Rate plus the applicable Margin corresponding to such Reset Interest Period. Such interest shall be payable semi-annually in arrear on each relevant Interest Payment Date, commencing on 30 March 2028.

5.2.2. Promptly after the determination of the U.S. Treasury Rate (or promptly following any increase in the Prevailing Interest Rate pursuant to Condition 5.4 (*Interest following the occurrence of a Change of Control*)), the Principal Paying Agent shall determine the Reset Interest Rate for each Note and calculate the interest payable in respect of the Notes.

5.2.3. The Principal Paying Agent will cause the Reset Interest Rate (or any increase in the Prevailing Interest Rate pursuant to Condition 5.4 (*Interest following the occurrence of a Change of Control*)) to be notified to the Issuer, the Guarantors, the Trustee, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Notes are listed from time to time, to such stock exchange, and to the Noteholders in accordance with Condition 14 (*Notices*) without undue delay, but, in any case, not later than on the second Business Day after its determination.

5.3. Calculation of interest

The interest payable on each Note on the respective Interest Payment Date shall be calculated by multiplying the Prevailing Interest Rate by the principal amount of such Note and rounding the resulting figure to the nearest cent with 0.5 or more of a cent being rounded upwards. If interest is to be calculated for a period of less than an Interest Payment Period, it shall be calculated on the basis of the number of days in the relevant period (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

5.4. Interest following the occurrence of a Change of Control

In the event of a Change of Control, unless the Issuer redeems the Notes (in whole but not in part) in accordance with these Conditions (including Condition 6.7 (*Issuer call right and early redemption for reasons of a Change of Control*)), the rate of interest payable on the Notes will be subject to an increase by 5.0 per cent. per annum above the otherwise Prevailing Interest Rate from (and including) the expiration of the Change of Control Period.

5.5. Interest deferral

Interest shall be due and payable on each Interest Payment Date unless the Issuer elects, in its sole and absolute discretion, not to pay such interest (whether in whole or in part). Any such election not to pay interest shall not constitute a default of the Issuer or any other breach of obligations under the Notes or for any other purpose. If the Issuer decides not to pay interest on an Interest Payment Date, the Issuer shall notify the Trustee, Agents and the Noteholders in accordance with Condition 14 (*Notices*) not less than ten and not more than 15 Business Days prior to the relevant Interest Payment Date.

Any interest not paid due to such an election of the Issuer shall constitute "**Optionally Deferred Payments**". Optionally Deferred Payments shall themselves bear interest as if they constituted the principal of the Notes at the Prevailing Interest Rate and the amount of such interest (the "**Additional Interest Amount**") shall be calculated by the Principal Paying Agent by applying the Prevailing Interest Rate to the amount of the Optionally Deferred Payments and otherwise the provisions of this Condition 5 in relation to the calculation and accrual of interest shall apply *mutatis mutandis*.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added for the purpose of calculating the Additional Interest Amount accruing thereafter to the amount of Optionally Deferred Payments remaining unpaid on such Interest Payment Date so that it will itself constitute Optionally Deferred Payments.

The principal amount of any Optionally Deferred Payments together with any Additional Interest Amount shall constitute "**Optionally Outstanding Payments**".

5.6. Payment of Optionally Outstanding Payments

(a) The Issuer may pay unpaid Optionally Outstanding Payments (in whole or in part) at any time upon giving not less than ten and not more than 15 Business Days' notice to the Agents, the Trustee and the Noteholders in accordance with Condition 14 (*Notices*), which notice shall be irrevocable and will oblige the Issuer to pay the relevant Optionally Outstanding Payments on the payment date specified in such notice.

(b) Any unpaid Optionally Outstanding Payments shall become due and payable (in whole and not in part) and shall be paid by the Issuer on any Mandatory Settlement Date.

(c) If amounts in respect of Optionally Deferred Payments and Additional Interest Amounts are paid in part:

(i) all unpaid amounts of Optionally Deferred Payments shall be paid before any Additional Interest Amounts;

(ii) Optionally Deferred Payments accrued for any Interest Payment Period shall not be payable until full payment has been made of all Optionally Deferred Payments that have accrued during any earlier Interest Payment Period and the order of payment of Additional Interest Amounts shall follow that of the Optionally Deferred Payments to which they relate; and

(iii) the amount of Optionally Deferred Payments or Additional Interest Amounts payable in respect of the Notes in respect of any Interest Payment Period, shall be pro rata to the total amount of all unpaid Optionally Deferred Payments or, as the case may be, Additional Interest Amounts accrued in respect of that period to the date of payment.

5.7. Accrual of interest

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the principal is improperly withheld or refused or default is otherwise made in the payment thereof, in which case it will continue to bear interest in accordance with this Condition 5 (as well after as before judgment) until whichever is the earlier of: (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and (b) the day which is seven days after the Principal Paying Agent has notified the Noteholders in accordance with Condition 14 (*Notices*) that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

5.8. Notifications etc.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5 by the Principal Paying Agent will (in the absence of manifest error) be binding on the Issuer, the Trustee, the Guarantors, the other Agents and the Noteholders.

5.9. Reliance on information provided

For the purposes of this Condition 5, the Principal Paying Agent shall not be responsible to the Issuer, the Guarantors or to any third party as a result of the Principal Paying Agent having relied upon or acted on any quotation or information given to it for the purposes of calculating the Reset Interest Rate or the U.S. Treasury Rate which subsequently may be found to be incorrect or inaccurate in any way or for any losses whatsoever resulting from acting in accordance therewith.

6. REDEMPTION AND PURCHASE

6.1. No fixed maturity date

The Notes are perpetual securities in respect of which there is no fixed maturity date.

6.2. Issuer call right and early redemption at the option of the Issuer

On giving not less than 10 nor more than 45 days' notice (an "**Optional Redemption Notice**") to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*), the Issuer may call and redeem the Notes (in whole but not in part) on any date during the period commencing (and including) 30 June 2027 (the "**First Call Date**") to (and including) the First Reset Date or on any Interest Payment Date thereafter (each a "**Par Call Date**") as specified in the Optional Redemption Notice at their principal amount (together with interest accrued to (but excluding) the relevant Par Call Date and any Optionally Outstanding Payments).

6.3. Issuer call right and early redemption due to a Gross-Up Event

6.3.1. If a Gross-Up Event occurs, the Issuer may call and redeem the Notes (in whole but not in part) at any time at their principal amount plus any interest accrued to but excluding the relevant Redemption Date and any Optionally Outstanding Payments upon giving not less than 10 and not more than 45 days' irrevocable notice to the Agents, the Trustee and the Noteholders in accordance with Condition 14 (*Notices*).

6.3.2. The due date for redemption of which notice pursuant to this Condition 6.3 may be given shall be no earlier than the latest practicable date on which the Issuer, or the Guarantors (as the case may be), could make payment of principal and interest without having to pay Additional Amounts as specified under Condition 8 (*Taxation*).

6.3.3. Prior to the giving of any notice of redemption pursuant to this Condition 6.3, the Issuer shall deliver or procure that there is delivered to the Trustee:

(a) a certificate signed by any two Authorised Signatories of the Issuer and of the Guarantors (for inspection by the Noteholders) stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions to the exercise of the right of the Issuer to redeem have been satisfied and that the obligation to pay Additional Amounts cannot be avoided by the Issuer or, as the case may be, the Guarantors taking reasonable measures available to it; and

(b) an opinion of a recognised independent legal or tax adviser of international standing to the effect that the Issuer or, as the case may be, the Guarantors have or will become obliged to pay the Additional Amounts in question as a result of a Gross-up Event,

and the Trustee shall be entitled to rely on such certificate as sufficient evidence of the satisfaction of the conditions precedent set out herein.

6.4. Issuer call right and early redemption due to an Accounting Event

6.4.1. If an Accounting Event occurs, the Issuer may call and redeem the Notes (in whole but not in part) either: (a) at any time prior to the First Call Date at 101 per cent. of their principal amount plus any interest accrued to but excluding the relevant Redemption Date and any Optionally Outstanding Payments; or (b) at any time after the First Reset Date at their full principal amount plus any interest accrued to but excluding the relevant Redemption Date and any Optionally Outstanding Payments, in each case upon giving not less than 10 and not more than 45 days' irrevocable notice to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*).

6.4.2. Prior to the giving of any notice of redemption pursuant to this Condition 6.4, the Issuer shall deliver or procure that there is delivered to the Trustee:

(a) a certificate signed by any two Authorised Signatories of the Issuer and the relevant Guarantor (for inspection by the Noteholders) stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions precedent to the exercise of the right of the Issuer to redeem have been satisfied; and

(b) a copy of the letter or report referred to in the definition of Accounting Event,

and the Trustee shall be entitled to rely on such certificate as sufficient evidence of the satisfaction of the conditions precedent set out herein.

6.5. Issuer call right and early redemption due to a Substantial Repurchase Event

If a Substantial Repurchase Event occurs, the Issuer may call and redeem the remaining Notes (in whole but not in part) at their principal amount plus any interest accrued to but excluding the relevant Redemption Date and any Optionally Outstanding Payments at any time upon giving not less than 10 and not more than 45 days' irrevocable notice of redemption to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*).

6.6. Issuer call right and early redemption due to a Rating Methodology Event

6.6.1. If a Rating Methodology Event occurs, the Issuer may call and redeem the Notes (in whole but not in part) either: (a) at any time prior to 30 June 2027 at 101 per cent. of their principal amount plus any interest accrued to but excluding the relevant Redemption Date and any Optionally Outstanding Payments; or (b) at any time after the First Reset Date at their full principal amount plus any interest accrued to but excluding the relevant Redemption Date and any Optionally Outstanding Payments, in each case upon giving not less than 10 and not more than 45 days' irrevocable notice to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*).

6.6.2. Prior to the giving of any notice of redemption pursuant to this Condition 6.6, the Issuer shall deliver or procure that there is delivered to the Trustee:

(a) a certificate signed by any two Authorised Signatories of the Issuer and the relevant Guarantor (for inspection by the Noteholders) stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions precedent to the exercise of the right of the Issuer to redeem have been satisfied; and

(b) a copy of the written confirmation referred to in the definition of Rating Methodology Event,

and the Trustee shall be entitled to rely on such certificate as sufficient evidence of the satisfaction of the conditions precedent set out herein.

6.7. Issuer call right and early redemption for reasons of a Change of Control

In the event of a Change of Control, the Issuer may during the period commencing 90 days after the occurrence of a Change of Control and ending 60 days thereafter (the "**Change of Control Redemption Period**") call and redeem the Notes (in whole but not in part) at their principal amount plus any interest accrued to but excluding the Redemption Date and any Optionally Outstanding Payments upon giving not less than 10 and not more than 45 days' irrevocable notice to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*).

The first in time of any notice delivered under Condition 6.2 (*Issuer call right and early redemption at the option of the Issuer*) to this Condition 6.7 (inclusive) shall prevail.

6.8. Issuer call right at the Make-Whole Redemption Amount

The Issuer may, by giving not less than 10 nor more than 45 days' irrevocable notice to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (Notices), redeem the Notes (in whole but not in part) at any time (other than on a date on which the Issuer may exercise its option to redeem the Notes pursuant to Condition 6.2 (*Issuer call right and early redemption at the option of the Issuer*) at their Make-Whole Redemption Amount, together with any Optionally Outstanding Payments and any other accrued and unpaid interest up to (but excluding) the redemption date. Upon the expiry of such notice, the Issuer shall redeem the Notes.

6.9. Purchase

The Issuer, the Guarantors or any of their respective Subsidiaries or affiliates may at any time purchase Notes in the open market or otherwise and at any price. Such acquired Notes may be surrendered for cancellation or held or resold.

6.10. Variation or substitution to remedy early redemption events

6.10.1. If at any time the Issuer or a Guarantor determines that a Gross-Up Event, Accounting Event or Rating Methodology Event has occurred and is continuing, the Issuer may, without the consent of the Noteholders, as an alternative to exercising the call options described in this Condition 6, having given not less than 30 nor more than 45 days' irrevocable notice to the Trustee, the Agents and the Noteholders in accordance with Condition 14 (*Notices*), substitute all (but not some) of the Notes in consideration for, or vary the terms of, the Notes or the Guarantee, such that the Notes remain or become, as the case may be, Qualifying Notes, and the Trustee shall consent to such substitution or variation subject to the receipt by it of:

(a) a certificate of two Authorised Signatories of each of the Guarantors (which the Trustee shall be entitled to rely on as sufficient evidence of the satisfaction of the conditions precedent set out herein) stating that: (i) the relevant requirement or circumstance giving rise to the right to substitute or vary is satisfied or has occurred and, where applicable, cannot be avoided by the Issuer or the Guarantors taking reasonable measures available to them; (ii) the terms of the Qualifying Notes or the Guarantee as so substituted or varied (as the case may be) are not materially less favourable to Noteholders than the terms of the Notes or the Guarantee prior to such substitution or variation and that a determination was reached by the Guarantors in consultation with an independent investment bank of international standing or legal adviser that the criteria specified in the definition of Qualifying Notes will be satisfied upon substitution or variation; and (iii) the substitution or variation of the Notes will not, in the reasonable opinion of each of the Guarantors, having consulted with the relevant Rating Agencies, result in a downgrade (from the rating assigned to the Notes immediately prior to such substitution or variation) or withdrawal of the ratings assigned to the Notes or the Qualifying Notes; and

(b) legal opinions from one or more international law firms of good repute in form and content acceptable to the Trustee as to: (i) the capacity and authority of the Issuer in respect of the Qualifying Notes and of the Guarantors in respect of the Guarantee; and (ii) the legality, validity and enforceability of the Qualifying Notes and the Guarantee (as so varied) under all relevant laws.

6.10.2. In connection with any variation or substitution of the Notes, the Issuer shall comply with the rules of any stock exchange on which the Notes are at that time listed or admitted to trading.

6.10.3. In connection with any variation or substitution of the Notes, any Optionally Outstanding Payments will be satisfied in full in accordance with the provisions of Condition 5.6 (*Payment of Optionally Outstanding Payments*).

6.10.4. Any substitution or variation in accordance with this Condition 6.9 shall not be permitted if any such substitution or variation would give rise to a Gross-Up Event, Accounting Event or Rating Methodology Event with respect to the Notes or the Qualifying Notes.

6.10.5. The Trustee will not be obliged to participate in or assist with any variation or substitution of the Notes under this Condition 6.9, if the participation in or assistance with such variation or substitution would impose, in the Trustee's opinion, additional or more onerous obligations upon it or require the Trustee to incur any liability for which it is not indemnified and/or secured and/or prefunded to its satisfaction.

7. PAYMENTS

7.1. Payments in respect of Notes

Payments of principal in respect of each Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Note appearing in the Register: (a) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date for payment; and (b) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date for payment. Notwithstanding the previous sentence, if a holder does not have a Designated Account, payment will instead be made by a cheque drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a Noteholder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means a bank in New York.

Payments of interest in respect of each Note (whether or not in global form) will be made by a cheque drawn on a Designated Bank and mailed by uninsured mail in accordance with Condition 7.3 (*Payments on business days*) to the holder (or the first named of joint holders) of the Note appearing in the Register: (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date for payment; and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date for payment (the "**Record Date**") at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Notes which become payable to the Noteholder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Note on redemption will be made in the same manner as payment of the principal amount of such Note.

The holder of the Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, each Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear and Clearstream, Luxembourg as the beneficial holder of a particular principal amount of Notes represented by the Global Note must look solely to Euroclear and Clearstream Luxembourg, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, each Guarantor to, or to the order of, the holder of such Global Note.

None of the Issuer, the Guarantors, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

7.2. No commissions

No commissions or expenses shall be charged to the Noteholders in respect of any payments made in accordance with this Condition 7.

7.3. Payments on business days

Where payment is to be made by transfer to a Designated Account, payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed, on the Payment Business Day preceding the due date for payment or, in the case of a payment of principal or a payment of interest due otherwise than on an Interest Payment Date, if later, on the Payment Business Day on which the relevant Certificate is surrendered at the specified office of an Agent.

Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the Noteholder is late in surrendering its Certificate (if required to do so) or if a cheque mailed in accordance with this Condition 7 arrives after the due date for payment.

In these Conditions, "**Payment Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for business in London, Dubai and New York and, in the case of any presentation of a Certificate, in the place in which the Certificate is presented.

7.4. Partial payments

If the amount of principal or interest which is due on the Notes is not paid in full, the Registrar will annotate the Register with a record of the amount of principal or interest in fact paid.

7.5. Payments subject to applicable laws

Payments in respect of principal and interest on Notes are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*).

8. TAXATION

All payments in respect of the Notes by or on behalf of the Issuer or the Guarantors will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer or, as the case may be, the Guarantors, will pay such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts received by the Noteholders after the withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of the withholding or deduction; except that no Additional Amounts will be payable in relation to any payment:

(a) in respect of any Note presented for payment by or on behalf of a Noteholder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note;

(b) in respect of any Note where the relevant Note is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Noteholder of such Note would have been entitled to such additional amounts on presenting or surrendering such Note for payment on the last day of such period of 30 days; or

(c) for or on account of any withholding or deduction arising under or in connection with any agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, any regulations or agreements thereunder, official interpretations thereof or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof or any law in any jurisdiction implementing such an intergovernmental agreement.

9. PRESCRIPTION

Claims for principal in respect of Notes shall become void unless claims in respect of such principal are made within ten years of the appropriate Relevant Date. Claims for interest in respect of Notes shall become void unless claims in respect of such interest are made within five years of the appropriate Relevant Date.

10. REPLACEMENT OF CERTIFICATES

Should any Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Registrar upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer and the Registrar may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

11. AGENTS

In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and (to the extent provided in the Trust Deed and the Agency Agreement) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial specified offices are listed in the Agency Agreement. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Agent and to appoint additional or successor agents; provided, however, that:

(a) the Issuer shall at all times maintain a Principal Paying Agent and a Registrar; and

(b) so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system, the Issuer shall maintain a Paying Agent, Registrar and Transfer Agent having its specified office in such place (if any) as may be required by the rules of such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or in their specified offices shall promptly be given by the Issuer to the Trustee and the Noteholders in accordance with Condition 14 (*Notices*).

12. ENFORCEMENT EVENTS AND ENFORCEMENT

12.1. Enforcement Events

If any of the following events (each an "**Enforcement Event**") occurs, then the Trustee may, and shall if so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction in its sole discretion): (a) institute proceedings for the winding-up of the Issuer and/or the relevant Guarantor and/or prove in the winding-up of the Issuer and/or the relevant Guarantor; and/or (b) claim in the liquidation of the Issuer and/or the relevant Guarantor for the payment referred to in paragraph (i) below and give notice to the Issuer and the Guarantors that the Notes are, and they shall immediately become, due and payable at their principal amount together with any accrued and unpaid interest to such date and any Optionally Outstanding Payments, as provided in the Trust Deed:

(i) *Non-payment*: any amount of interest (including Optionally Outstanding Payments) or any principal on any Note which has become due and payable: (1) as a result of an election by the Issuer to pay such amount or principal pursuant to the Conditions; or (2) otherwise as a result of the occurrence of any event (including a Compulsory Payment Event) giving rise to a payment of any amounts on a Mandatory Settlement Date, shall not be paid either by the Issuer or the Guarantors on the due date thereof and such non-payment shall not be remedied within a period of seven Business Days in the case of principal and 14 Business Days in the case of interest (including Optionally Outstanding Payments) of the due date;

(ii) *Winding-up of the Issuer or MAF Holding*: an order is made (other than an order successfully appealed or permanently stayed within 30 days) or a resolution is passed by the shareholders of the Issuer or MAF Holding, as the case may be, for the winding-up of the Issuer or MAF Holding (other than for the purposes of a Solvent Reorganisation of the Issuer or MAF Holding); or

(iii) *Bankruptcy, Dissolution or Liquidation on a voluntary basis of MAF Properties*: MAF Properties initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) on a voluntary basis, save, in all cases, in connection with a Solvent Reorganisation.

12.2. Enforcement by the Trustee

The Trustee may at any time, at its discretion (subject to the next following sentence) and without notice institute such proceedings and/or take any other action against the Issuer and/or the Guarantors as it may think fit to enforce any term or condition binding on the Issuer or the Guarantors under the Trust Deed or the Notes (other than any payment obligation of the Issuer or the Guarantors under or arising from the Trust Deed or the Notes, including, without limitation, payment of any principal or interest (including Optionally Outstanding Payments) in respect of the Notes and including damages awarded for the breach of any obligations) provided that (without prejudice to the payment of liabilities incurred by, or the remuneration of, the Trustee or the rights and remedies of the Trustee in respect thereof) in no event shall the Issuer or either Guarantor, by virtue of the institution of any such proceedings or taking of any other such action, be obliged to pay any sum or sums in cash or otherwise, sooner than the same would otherwise have been payable by it. The Trustee will not be bound to take any such proceedings or any other action in relation to the Trust Deed or the Notes unless: (a) it has been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding; and (b) it has been indemnified and/or secured and/or prefunded to its satisfaction in its sole discretion. Such right or obligation of enforcement is subject to the restrictions set out in Condition 3.2 (*Subordination in respect of the Notes*) and Condition 4.2 (*Subordination in respect of the Guarantee*).

12.3. Enforcement by the Noteholders

No Noteholder will be entitled to proceed and/or take any other action directly against the Issuer or the Guarantors unless the Trustee, having become bound so to proceed or to take such other action, fails so to do within a reasonable period and the failure is continuing.

13. MEETINGS OF NOTEHOLDERS; VARIATION AND WAIVER

13.1. Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the variation or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any meeting for the transaction of business (including the passing of an Extraordinary Resolution) will be one or more persons present holding or representing in aggregate more than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons present whatever the principal amount of the Notes held or represented by him or them, except that, at any meeting the business of which includes the variation or abrogation of certain of the provisions of these Conditions and certain of the provisions of the Trust Deed (as more particularly detailed in the Trust Deed), the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the aggregate principal amount of the Notes for the time being outstanding. The Trust Deed provides that: (a) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-quarters of the persons voting thereon upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-quarters of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of the holders of not less than three-quarters in principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all Noteholders, whether or not they are present at any meeting and/or whether or not they voted on the resolution.

A resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

13.2. Variation, waiver, authorisation and determination

Without prejudice to Condition 6.9 (*Variation or substitution to remedy early redemption events*), the Trustee may agree, without the consent of the Noteholders, to any variation of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Enforcement Event will not be treated as such (provided always that the Trustee shall not exercise any powers conferred on it by this Condition 13.2 in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 12 (*Enforcement Events and Enforcement*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made) or may agree, without any such consent as aforesaid, to any modification which, in its opinion: (a) may be proper to make provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Noteholders; or (b) is of a formal, minor or technical nature or to correct a manifest error.

13.3. Trustee to have regard to interest of Noteholders as a class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any variation, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee will not be entitled to require, nor will any Noteholder be entitled to claim, from the Issuer, the Guarantors, the Trustee, the Agents or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

13.4. Notification to the Noteholders

Without prejudice to Condition 6.9 (*Variation or substitution to remedy early redemption events*), any such variation, waiver, authorisation or determination agreed to by the Trustee will be binding on the Noteholders and, unless the Trustee agrees otherwise, will be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 14 (*Notices*).

14. NOTICES

All notices to the Noteholders will be valid if mailed to them at their respective addresses in the Register and, so long as the Notes are listed on a stock exchange and the rules of that stock exchange so require, published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. Any notice shall be deemed to have been given on the second calendar day after being so mailed. Any notices delivered in accordance with this Condition 14 shall be at the expense of the Issuer.

Until such time as any definitive Notes are issued, there may, so long as the Global Note representing the Notes is held in its entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such mail delivery the electronic delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Registrar. Whilst any of the Notes are represented by the Global Note, such notice may be given by any holder of a Note to the Registrar (or the Paying Agents, as the case may be) through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Registrar (or the Paying Agents, as the case may be) and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. INDEMNIFICATION AND PROTECTION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER AND THE GUARANTORS

15.1. Indemnification and protection of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer, the Guarantors and the Noteholders, including: (a) provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction in its sole discretion; and (b) provisions limiting or excluding its liability in certain circumstances.

15.2. Trustee contracting with the Issuer and the Guarantors

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*: (a) to enter into business transactions with the Issuer and/or either of the Guarantors and/or any of the Issuer's or the Guarantors' Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or the Guarantors and/or any of the Issuer's or the Guarantors' Subsidiaries; (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders; and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

16. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders and in accordance with the Trust Deed, to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated to form a single series with the outstanding Notes. References to the Notes shall include (unless the context otherwise requires) any other Notes issued pursuant to this Condition 16.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1. Governing law

The Trust Deed, the Agency Agreement, the Notes and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement or the Notes (including the remaining provisions of this Condition 18), are governed by, and shall be construed in accordance with, English law.

18.2. Agreement to arbitrate

Subject to Condition 18.3 (*Option to litigate*), any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them) (a "**Dispute**") shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules (the "**Rules**"), which Rules (as amended from time to time) are incorporated by reference into this Condition 18. For these purposes:

(a) the seat of arbitration shall be London;

(b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions. The parties to the Dispute shall each nominate one arbitrator and both arbitrators in turn shall appoint a further arbitrator who shall be the chairman of the tribunal. In cases where there are multiple claimants and/or multiple respondents, the class of claimants jointly, and the class of respondents jointly shall each nominate one arbitrator. If one party or both fails to nominate an arbitrator within the time limits specified by the Rules, such arbitrator(s) shall be appointed by the LCIA. If the party nominated arbitrators fail to nominate the third arbitrator within 15 days of the appointment of the second arbitrator, such arbitrator shall be appointed by the LCIA; and

(c) the language of the arbitration shall be English.

18.3. Option to litigate

Notwithstanding Condition 18.2 (*Agreement to arbitrate*), the Trustee (or, but only where it is permitted to take action in accordance with the Trust Deed, any Noteholder) may, in the alternative, and at its sole discretion, by notice in writing to the Issuer and the Guarantors:

(a) within 28 days of service of a Request for Arbitration (as defined in the Rules); or

(b) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If the Trustee (or, but only where it is permitted to take action in accordance with the Trust Deed, any Noteholder) gives such notice, the Dispute to which such notice refers shall be determined in accordance with Condition 18.4 (*Effect of exercise* *of an option to litigate*) and, subject as provided below, any arbitration commenced under Condition 18.2 (*Agreement to arbitrate*) in respect of that Dispute will be terminated. With the exception of the Trustee (whose costs are borne by the Issuer, failing which the Guarantors), each person who gives such notice and the recipient of that notice will bear its own costs in relation to the terminated arbitration.

If any notice to terminate is given after service of any Request for Arbitration in respect of any Dispute, the Trustee (or, but only where it is permitted to take action in accordance with the Trust Deed, the relevant Noteholder) must also promptly give notice to the LCIA Court and to any Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by the courts. Upon receipt of such notice by the LCIA Court, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

(i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;

(ii) his entitlement to be paid his proper fees and disbursements; and

(iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

18.4. Effect of exercise of an option to litigate

In the event that a notice pursuant to Condition 18.3 (*Option to litigate*) is issued, the following provisions shall apply:

(a) subject to paragraph (c) below, the courts of England shall have exclusive jurisdiction to settle any Dispute and the Issuer and the Guarantors submit to the exclusive jurisdiction of such courts;

(b) the Issuer and each Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and

(c) this Condition 18.4 is for the benefit of the Trustee and the Noteholders only. As a result, and notwithstanding paragraph (a) above, the Trustee (or, but only where it is permitted to take action in accordance with the Trust Deed, any Noteholder) may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Trustee (or, but only where it is permitted to take action in accordance with the Trust Deed, any Noteholder) may take concurrent Proceedings in any number of jurisdictions.

18.5. Appointment of process agent

The Issuer and each of the Guarantors appoints Maples and Calder at its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom as its agent for service of process, and undertakes that, in the event of Maples and Calder ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings or Disputes. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

18.6. Waiver of immunity

The Issuer and each of the Guarantors hereby irrevocably and unconditionally waives with respect to the Notes any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings or Disputes.

18.7. Other documents and the Guarantors

The Issuer and the Guarantors have in the Trust Deed and the Agency Agreement, made provision for arbitration and appointed an agent for service of process in terms substantially similar to those set out above. The Issuer and the Guarantors have in the Trust Deed and the Agency Agreement irrevocably and unconditionally waived with respect to those documents any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consented to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings or Disputes.

Statement of Intention

The following paragraphs in italics do not form part of the Conditions:

The Issuer and the Guarantors, as applicable, intend (without thereby assuming a legal or contractual obligation) that, where the Notes may be redeemed or repurchased in accordance with the Conditions, such redemption or repurchase will occur only to the extent net proceeds are received by the Issuer, the Guarantors or any other Subsidiary of the Guarantors from the sale or issuance by the Issuer, the relevant Guarantor or such Subsidiary to third party purchasers (other than group entities of the Issuer and/or the relevant Guarantor) of securities which are assigned by S&P (at the time of their sale or issuance) an aggregate "equity credit" (or such similar nomenclature used by S&P from time to time) equal to or greater than the "equity credit" assigned to the Notes to be redeemed or repurchased (at the time of their issuance), but taking into account any changes in hybrid capital methodology or other relevant methodology or the interpretation thereof since the issuance of the Notes. However, such intention with regard to the redemption or repurchase of Notes shall not be relevant where –

(a) the rating assigned by S&P to MAF Holding is at least equal to the rating assigned by S&P to MAF Holding on the date of the last additional issuance of hybrid capital (excluding refinancing without net new issuance) and MAF Holding is comfortable that such rating would not fall below that level as a result of such redemption or repurchase;

(b) in the case of a repurchase or redemption, such repurchase or redemption is in an amount necessary to allow the Issuer's aggregate principal amount of hybrid capital remaining outstanding after such repurchase to remain below the maximum aggregate principal amount of hybrid capital to which S&P would assign equity content under its prevailing method;

(c) in the case of a repurchase or redemption, such repurchase or redemption is less than: (i) 10 per cent. of the aggregate principal amount of hybrid capital outstanding and/or guaranteed by the Group in any period of 12 consecutive months; or (ii) 25 per cent. of the aggregate principal amount of hybrid capital outstanding and/or guaranteed by the Group in any period of ten consecutive years;

(d) the Notes are redeemed pursuant to a Gross-Up Event, an Accounting Event, a Substantial Repurchase Event, a Rating Methodology Event or a Change of Control;

(e) the Notes are not assigned an "equity credit" (or such similar nomenclature then used by S&P at the time of such redemption or repurchase); or

(f) such redemption or repurchase occurs on or after 30 September 2047 (being the Second Step-Up Date).

Terms used but not defined in the preceding italicised paragraphs shall have the meanings set out in the Conditions.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Notes is U.S.$496,560,000. A portion of the net proceeds from the issue of the Notes will be used by the Issuer to repurchase certain of the Issuer's outstanding debt securities as part of a cash tender offer conducted by the Issuer concurrently with the issue of the Notes and the remaining portion will be lent by the Issuer to one or both of the Guarantors or any other company controlled by the Guarantors, and an amount equivalent to the estimated net proceeds of the issue of the Notes will be applied by the relevant Guarantor or such Group company to fund or refinance, in whole or in part, a portfolio of Eligible Projects within Eligible Categories as set out in the Group's Green Finance Framework (see "*Description of the Group – Green Finance Framework*").

DESCRIPTION OF THE ISSUER

MAF Global Securities Limited, a Cayman Islands exempted company with limited liability, was incorporated on 12 May 2011 under the Companies Act (As Revised) of the Cayman Islands with company registration number 256282. The Issuer has been established as a special purpose borrowing vehicle. The registered office of the Issuer is at c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, and its telephone number is +1 345 949 8066.

The issued share capital of the Issuer is comprised of 100 ordinary shares of par value U.S.$1.00 each. The Issuer is a wholly-owned subsidiary of Majid Al Futtaim Holding.

BUSINESS OF THE ISSUER

The Issuer has issued U.S.$500,000,000 reset subordinated perpetual unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties notes in October 2013, U.S.$500,000,000 reset subordinated perpetual unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties notes in March 2017 and U.S.$400,000,000 reset subordinated perpetual unconditionally and irrevocably guaranteed, on a joint and several basis, by Majid Al Futtaim Holding and Majid Al Futtaim Properties notes in March 2018. The Issuer has issued and may in the future issue notes under the GMTN Programme and may enter into other borrowing arrangements from time to time, may make loans to one or both of the Guarantors or other companies controlled by the Guarantors and may conduct other activities incidental or related to the foregoing. The Issuer is not expected to undertake any other business or to incur any substantial liabilities other than as a result of conducting financing activities as described above. The Notes are the obligations of the Issuer alone.

The objects for which the Issuer is established are set out in clause 3 of its Articles of Association (as adopted on 1 June 2011). The objects of the Issuer are unrestricted and thus the Issuer has full power and authority to carry out any object not prohibited by the laws of the Cayman Islands including raising funds (including through the issuance of Notes), granting loans and granting security over its assets.

FINANCIAL STATEMENTS

The Issuer has prepared audited financial statements for the year ended 31 December 2019 and for the year ended 31 December 2020 which have been incorporated by reference in this Prospectus.

DIRECTORS OF THE ISSUER

The Directors of the Issuer are:

Name	Principal occupation outside of the Issuer
Alain Bejjani	Chief Executive Officer, Majid Al Futtaim Holding
Ziad Chalhoub	Chief Financial Officer, Majid Al Futtaim Holding

The business address of each Director of the Issuer is c/o Majid Al Futtaim Holding LLC, MAF Tower 1, Deira City Centre, P.O. Box 91100, Dubai, United Arab Emirates.

There are no conflicts of interest between the private interests or other duties of the Directors of the Issuer listed above and their respective duties to the Issuer.

The Issuer has no employees and is not expected to have any employees in the future.

CAYMAN ISLANDS DATA PROTECTION

The Cayman Islands Government enacted the Data Protection Act (As Revised) of the Cayman Islands (the "**DPA**") on 18 May 2017 which was brought into force on 30 September 2019. The DPA introduces legal requirements for the Issuer based on internationally accepted principles of data privacy.

Prospective investors should note that, by virtue of making investments in the Notes and the associated interactions with the Issuer and its affiliates and/or delegates, or by virtue of providing the Issuer with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals may be providing the Issuer and its affiliates and/or delegates with certain personal information which constitutes personal data within the meaning of the DPA. The Issuer shall act as a data controller in respect of this personal data and its affiliates and/or delegates may act as data processors (or data controllers in their own right in some circumstances).

By investing in the Notes, the Noteholders shall be deemed to acknowledge that they have read in detail and understood the Privacy Notice (a copy of which may be requested from the Issuer by email at Laura.Ford@maf.ae) and that such Privacy Notice provides an outline of their data protection rights and obligations as they relate to the investment in the Notes.

Oversight of the DPA is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPA by the Issuer could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

SUMMARY OF GROUP FINANCIAL INFORMATION

The following summary of consolidated historical financial information as at and for the financial year ended 31 December 2021 and as at and for the financial year ended 31 December 2020 has been extracted from the 2021 Group Financial Statements, which have been incorporated by reference into this Prospectus.

Prospective investors should read the following summary consolidated financial information in conjunction with the information contained in "*Presentation of Financial Information*", "*Risk Factors*", "*Group Financial Review*" and "*Description of the Group*" appearing elsewhere in this Prospectus as well as the Group Financial Statements (including the related notes thereto) incorporated by reference into this Prospectus.

CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

The following table shows the Group's consolidated statements of profit or loss and other comprehensive income for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively:

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Revenue	32,291	32,575
Cost of sales	(22,012)	(22,859)
Operating expenses	(7,776)	(7,220)
Finance costs – net	(677)	(653)
Other income – net	4	42
Impairment loss on non-financial assets – net	(177)	(1,389)
Impairment loss on financial assets – net	(51)	(185)
Share of profit from equity accounted investees – net of tax	97	48
Profit before net valuation gain on land and buildings	**1,699**	**359**
Net valuation gain/(loss) on land and buildings	933	(2,954)
Profit/(loss) before tax	**2,632**	**(2,595)**
Income tax expense – net	(171)	(114)
Profit/(loss) for the year	**2,461**	**(2,709)**
Profit/(loss) for the year attributable to:		
Owners of the company	2,476	(2,659)
Non-controlling interests	(15)	(50)
Profit/(loss) for the year	**2,461**	**(2,709)**
Profit/(loss) for the year	**2,461**	**(2,709)**
Other comprehensive income:		
Net valuation gain/(loss) on land and buildings	526	(500)
Deferred tax on revaluation of land and buildings	(10)	(5)
Foreign operations – foreign currency translation differences	(167)	(758)
Net change in fair value of cash flow hedges	82	(67)
Total other comprehensive income for the year	**431**	**(1,330)**
Total comprehensive income for the year	**2,892**	**(4,039)**
Total comprehensive income for the year attributable to:		
Owners of the company	2,908	(3,971)
Non-controlling interests	(16)	(68)
Total comprehensive income for the year	**2,892**	**(4,039)**

STATEMENT OF FINANCIAL POSITION

The following table shows the Group's consolidated statement of financial position as at 31 December 2021 and 31 December 2020, respectively:

	As at 31 December	
	2021	2020
	(AED millions)	
Non-current assets:		
Property, plant and equipment	12,568	10,885
Investment property	32,572	32,576
Right-of-use assets	3,586	3,753
Equity-accounted investees	855	859
Intangible assets and goodwill	1,608	1,469
Deferred tax assets	150	103
Due from related parties	30	-
Other non-current assets	920	675
Total non-current assets	**52,289**	**50,320**
Current assets:		
Development property	609	13
Inventories	2,469	2,268
Trade and other receivables	2,087	2,254
Short-term receivable from related parties	43	61
Due from related parties	148	288
Restricted cash	1,342	-
Cash in hand and at bank	1,601	3,699
Assets held for sale	-	194
Total current assets	**8,299**	**8,777**
Total assets	**60,588**	**59,097**
Current liabilities:		
Trade and other payables	8,874	8,507
Provisions	327	200
Other liabilities	3,014	1,670
Short-term loan from a related party	18	44
Due to related parties	378	131
Bank overdraft	225	–
Current maturity of long-term loans	55	41
Current maturity of lease liabilities	621	568
Liabilities directly associated with assets held for sale	6	35
Total current liabilities	**13,518**	**11,196**
Non-current liabilities:		
Long-term loans	13,189	15,917
Lease liabilities	3,524	3,668
Deferred tax liabilities	352	226
Provisions	62	48
Post-employment benefit obligations	779	812
Other liabilities	114	51
Total non-current liabilities	**18,020**	**20,722**
Total liabilities	**31,538**	**31,918**
Net assets	**29,050**	**27,179**
Equity:		
Share capital	2,671	2,671
Statutory reserve	2,984	2,984
Revaluation reserve	18,159	17,643
Retained earnings	4,174	2,705
Hedging reserve	(50)	(132)
Currency translation reserve	(2,599)	(2,433)
Total equity attributable to the owners of the company	**25,339**	**23,438**

	As at 31 December	
	2021	2020
	(AED millions)	
Hybrid equity instrument	3,292	3,292
Non-controlling interests	419	449
Total equity	**29,050**	**27,179**

CASH FLOW STATEMENT

The following table summarises the Group's cash flows for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively:

	Year ended 31 December	
	2021	2020
	(AED millions)	
Net cash generated from operating activities	5,288	4,444
Net cash (used in) investing activities	(2,382)	(1,831)
Net cash flows (used in) financing activities	(5,215)	(135)
Net (decrease)/increase in cash and cash equivalents	**(2,309)**	**2,478**
Cash and cash equivalents at the beginning of the year	3,699	1,251
Effect of movements in exchange rates on cash held	(14)	(30)
Cash and cash equivalents at the end of the year	**1,376**	**3,699**

EBITDA AND OTHER RATIOS

The following table shows the Group's EBITDA and certain ratios as at and for the financial year ended 31 December 2021 and as at and for the financial year ended 31 December 2020, respectively:

	As at and for year ended 31 December	
	2021	2020
EBITDA[(1)] (AED millions)	3,906	3,762
EBITDA margin[(1)] (per cent.)	12.1	11.5
EBITDA/interest[(1)] (times)	7.0	6.0
LTV[(1)] (per cent.)	24.4	26.1
Net debt/EBITDA[(1)] (times)	3.0	3.3
Debt/capital[(1)] (per cent.)	46.4	58.9
Tangible net worth[(1)] (AED millions)	29,050	27,179
Total net debt to total equity[(1)] (times)	0.41	0.45
Net debt/equity[(1)] (per cent.)	40.9	45.3

(1) For a description of this APM (including reconciliation to the Group Financial Statements), please see "*Presentation of Financial Information – Use of Alternative Performance Measures*".

The following table shows a reconciliation of the Group's EBITDA to (loss)/profit as shown in the consolidated statement of profit or loss and other comprehensive income for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively:

	Year ended 31 December	
	2021	2020
	(AED millions)	
Profit/(Loss) for the year	**2,461**	**(2,709)**
Adjustments for:		
Net valuation (gain)/loss on land and buildings	(933)	2,954
Finance costs – net	677	653
Depreciation and amortisation	2,203	2,193
Income tax expense – net	171	114
Share of profit from equity accounted investees – net of tax	(97)	(48)
Development expenses written off	5	1
Impairment loss on non-financial assets – net	177	1,389

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Loss on disposal of non-current assets	6	2
Others – non recurring (income)/expense	(8)	(40)
EBITDA	**4,662**	**4,509**
Rent expense de-recognised on adoption of IFRS 16	(756)	(747)
Adjusted EBITDA	**3,906**	**3,762**

GROUP FINANCIAL REVIEW

The following review of the Group's financial position and results of operations is based upon and should be read in conjunction with the Group Financial Statements, which have been incorporated by reference into this Prospectus.

This discussion contains forward-looking statements that involve risks and uncertainties (see further "*Cautionary Statement Regarding Forward-Looking Statements*"). Actual results for the Group could differ materially from those indicated in any forward-looking statements as a result of various factors, including those discussed below and in "*Risk Factors*".

OVERVIEW

Based on the Group's own internal research, the Group is one of the largest developers and operators of shopping malls and hypermarkets in the MENA region. Founded in Dubai in 1992 to bring the first regional shopping mall to the Middle East, the Group's activities have since grown to include hotel development and the provision of synergistic leisure and entertainment products and services. As at 31 December 2021, the Group had operations in 16 countries predominantly in the MENA region.

Prior to 1 January 2021, the Group's operations were carried out by three complementary operating companies, Majid Al Futtaim Properties, Majid Al Futtaim Retail and Majid Al Futtaim Ventures, in each of which Majid Al Futtaim Holding held a 99 per cent. ownership interest. With effect from 1 January 2021, Majid Al Futtaim Ventures was restructured and its operations were segregated under two operational entities – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle. Majid Al Futtaim Lifestyle has been established as a separate legal entity whilst it remains unclear when Majid Al Futtaim LEC will be established as a separate legal entity. Majid Al Futtaim Holding holds a 99 per cent. ownership interest in Majid Al Futtaim Lifestyle and will be expected to hold a 99 per cent. ownership interest in Majid Al Futtaim LEC once it is established (in each case, with the remaining 1 per cent. ownership interest held by another wholly-owned Group entity).

Majid Al Futtaim Properties develops and manages shopping malls, which is the Group's core business. As at 31 December 2021, Majid Al Futtaim Properties owned and operated 29 shopping malls in Bahrain, Egypt, Lebanon and Saudi Arabia and had an additional 1 developments and 1 re-development at various stages of planning, design or construction. The new projects, including new malls in Oman, Saudi Arabia and the UAE, represent an additional 321,000 square metres of gross leasable area ("**GLA**"). Majid Al Futtaim Properties also develops hotels adjacent to or in close proximity to shopping mall destinations and, on a selective basis, undertakes mixed-use developments, in each case where this adds value to its core mall development business. As at 31 December 2021, Majid Al Futtaim Properties owned 13 hotels, of which 11 were located in the UAE and two were located in Bahrain. Majid Al Futtaim Properties operates through its six business units: the Shopping Malls Business Unit ("**SMBU**"), the Shopping Malls Development Business Unit ("**SMDBU**"), the Hotels Business Unit, the Communities Business Unit, the Project Management Center of Excellent unit and the Corporate unit. For the year ended 31 December 2021, Majid Al Futtaim Properties' revenue increased by 26.3 per cent. to AED 4,406 million compared to AED 3,489 million for the year ended 31 December 2020 whereas its EBITDA increased by 11.1 per cent. to AED 2,603 million compared to AED 2,342 million for the year ended 31 December 2020.

Majid Al Futtaim Retail first introduced the hypermarket model to the Middle East in 1995 through Majid Al Futtaim Hypermarkets, originally established as a joint venture company with Carrefour in which Majid Al Futtaim Retail had a 75 per cent. interest. Since June 2013, Majid Al Futtaim Hypermarkets has been a wholly-owned subsidiary of the Group, managed by Majid Al Futtaim Retail in which Majid Al Futtaim Retail has a 99.9 per cent. interest and Majid Al Futtaim Holding has a 0.1 per cent. interest. For further detail on the history of Majid Al Futtaim Hypermarkets, please see "*Description of the Group – Majid Al Futtaim Retail*". Carrefour stores are a key anchor tenant in each of the Group's shopping malls and the Group has also opened Carrefour stores outside its shopping malls. Majid Al Futtaim Retail has expanded the Carrefour concept across the UAE and into Armenia, Bahrain, Egypt, Georgia, Iraq, Jordan, Kenya, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Uganda and Uzbekistan. As at 31 December 2021, Majid Al Futtaim Retail operated 135 Carrefour hypermarkets and 288 Carrefour supermarkets as well as an online store (principally selling light and heavy household goods and grocery for delivery within Armenia, Bahrain, Egypt, Georgia, Iraq, Jordan, Kenya, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, the UAE and Uganda). For the year ended 31 December 2021, Majid Al Futtaim Retail's revenue decreased by 6.0 per cent. to AED 26,304 million compared to AED 27,979 million for the year ended 31

December 2020 whereas its EBITDA decreased by 11.3 per cent. to AED 1,447 million compared to AED 1,631 million for the year ended 31 December 2020.

Prior to 1 January 2021, Majid Al Futtaim Ventures operated the Group's leisure and entertainment services, including a unique leisure offering in three of its super-regional shopping malls (for example Ski Dubai and Ski Egypt which are located in Mall of the Emirates (the Group's flagship mall) and Mall of Egypt). Prior to 31 December 2021, Majid Al Futtaim Ventures operated 33 Magic Planet entertainment centres located in all of the shopping malls owned by Majid Al Futtaim Properties and elsewhere and 53 cinemas located in 16 shopping malls owned by Majid Al Futtaim Properties and elsewhere. With effect from 1 January 2021, following the segmental restructuring of Majid Al Futtaim Ventures, the Group's leisure and entertainment operations were moved to Majid Al Futtaim LEC. Prior to 1 January 2021, Majid Al Futtaim Ventures also operated a fashion retail business operating as a licensee of a number of international brands via the now dissolved Majid Al Futtaim Fashion LLC, offered Najm Visa credit cards via its Majid Al Futtaim Finance consumer finance business and had a small portfolio of other investments in the mobile payments and facilities management sectors. With effect from 1 January 2021, following the segmental restructuring of Majid Al Futtaim Ventures, the Group's fashion retail business and its portfolio of other investments were moved to Majid Al Futtaim Lifestyle.

The Group's credit card portfolio of a wholly owned subsidiary was classified as held for sale in 2019, following the Group's plans to dispose off the credit card business. Due to disruptions caused by COVID-19, the sale process was slowed down and the transaction could not be concluded in 2020. During the year, a commercial agreement outlining the terms of sale of credit card portfolio of retail customers was agreed and signed with Commercial Bank of Dubai ("**CBD**"). After obtaining a notice of no objection from the UAE Central Bank and the conclusion of a customer opt-out process, the credit card portfolio was transferred to CBD. A total charge of AED 7 million (2020: AED 9 million), with respect to a recognition of liabilities held for sale, including the associated assets for which carrying amount is no longer considered to be recoverable, was recognised in the consolidated statement of profit or loss in the 2021 Group Financial Statements (please see note to 15.4 of the 2021 Group Financial Statements).

SIGNIFICANT ACCOUNTING POLICIES AND CRITICAL ACCOUNTING JUDGMENTS

The preparation of the Group Financial Statements requires management to make certain estimates and judgments, some of which are subjective and complex, often as a result of the need to make estimations of future events. The Group's significant accounting policies are set out in Note 6 to the 2021 Group Financial Statements and a summary of the critical accounting estimates and judgments that are made in preparing the consolidated financial statements is set out in Note 4 to the 2021 Group Financial Statements.

Impact of COVID-19

On 11 March 2020, the World Health Organisation declared the novel coronavirus disease, COVID-19, a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 pandemic had a significant impact on economic and market conditions around the world during 2020 and 2021 and continues to adversely impact economic activity. The Group's businesses were also impacted by COVID-19 and measures taken by governments and authorities to contain its spread (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses have been adversely affected by the COVID-19 pandemic*"). The Group has assessed the impact of COVID-19 on its businesses and how it is reflected in its consolidated financial position and performance. See Note 3 to the 2021 Group Financial Statements in respect of the Group's assessment of the impact of the COVID-19 pandemic on its business.

REPORTING SEGMENTS

As at and for the year ended 31 December 2021, the Group had the following financial reporting segments:

- **Properties:** which principally corresponds to Majid Al Futtaim Properties and its consolidated companies;
- **Retail:** which principally corresponds to Majid Al Futtaim Retail and its consolidated companies;

- **Leisure, Entertainment and Cinemas:** which principally corresponds to Majid Al Futtaim LEC and its consolidated companies;
- **Lifestyle:** which principally corresponds to Majid Al Futtaim Lifestyle and its consolidated companies;
- **Global Solutions:** which principally includes providing finance, human capital, technology and procurement services across the Group; and
- **Head Office:** which principally corresponds to the activities carried out in Majid Al Futtaim Holding.

Note 9.1 to the 2021 Group Financial Statements presents certain financial information for each segment. In revenue terms, Majid Al Futtaim Retail is the most significant segment, accounting for 81.5 per cent. of the Group's revenue in 2021. In terms of assets, Majid Al Futtaim Properties is the most significant segment, accounting for 72.0 per cent. of the Group's assets (prior to eliminations and adjustments) as at 31 December 2021.

With effect from 1 January 2021, Majid Al Futtaim Ventures was restructured and its operations were segregated under two operational entities – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle. With effect from the same date, a new reporting entity – Majid Al Futtaim Global Solutions – was included (with its principal activities including provision of finance, human capital, technology and procurement services across the Group). Additionally, the Group's 51 per cent. investment in Enova Facilities Management Services LLC was transferred from Majid Al Futtaim Ventures to Majid Al Futtaim Properties as a common control transaction.

RESULTS OF OPERATIONS FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2021 AND THE FINANCIAL YEAR ENDED 31 DECEMBER 2020

Revenue

The Group's principal source of revenue is the sales that it makes in its Carrefour stores. In addition, the Group earns rental income (principally from the tenants in its shopping malls) and service income and commissions (from a range of sources), leisure and entertainment revenue (from its leisure and entertainment facilities, including its cinemas, Magic Planet entertainment centres and Ski Dubai and Ski Egypt among others), hospitality revenue (from its hotels) and fashion goods revenue.

The table below shows a breakdown of the Group's revenue for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December			
	2021		**2020**	
	(AED millions)	*(%)*	*(AED millions)*	*(%)*
Revenue from contracts with customers:				
Sale of goods	24,469	75.8	25,881	79.5
Service income and commissions	2,310	7.2	2,406	7.4
Sale of property	504	1.5	-	-
Leisure and entertainment	1,462	4,5	881	2.7
Hospitality revenue	453	1.4	236	0.7
Others	114	0.3	109	0.3
Other revenue:				
Rental income	2,929	9.1	2,837	8.7
Financial services revenue	50	0.2	225	0.7
Total revenue	**32,291**	**100.0**	**32,575**	**100.0**

The Group's total revenue decreased by AED 284 million, or 0.9 per cent., in 2021 (from AED 32,575 million in 2020 to AED 32,291 million in 2021). This decrease was principally attributable to a decline in retail revenues as a result of sales volumes decreasing and the boycott of French products due to political tensions between France and the Middle East.

In geographical terms, in 2021, 48.9 per cent. of the Group's revenue was derived from the UAE, 9.6 per cent. was derived from Saudi Arabia, 11.1 per cent. was derived from Egypt, 7.0 per cent. was derived from Qatar, 4.5 per cent. was derived from Oman and the remaining 18.9 per cent. was derived from other countries.

A more detailed analysis of the Group's three principal sources of revenue is set out below. Together, these revenue streams comprised 92.0 per cent. and 95.6 per cent. of the Group's total revenue in 2021 and 2020, respectively.

Sale of goods

The Group's revenue from the sale of goods decreased by AED 1,412 million, or 5.5 per cent., in 2021 (from AED 25,881 million in 2020 to AED 24,469 million in 2021). This decrease was principally attributable to reduced operating hours, boycott of French products due to political tensions between France and the Middle East and depressed footfall across the region.

Rental income

The Group's rental income increased by AED 92 million, or 3.2 per cent., in 2021 (from AED 2,837 million in 2020 to AED 2,929 million in 2021). This increase was principally attributable to the gradual re-opening of stores during 2021 after the government mandated restrictions as a result of the COVID-19 pandemic in 2020 were eased. See "*Description of the Group – Majid Al Futtaim Properties – Shopping Malls Business Units (SMBU and SMDBU) – Lease arrangements*" for further details regarding the process for charging rent.

Service income and commissions

The Group earns service income and commissions from: (a) listing fees, which are fees paid by suppliers of new items in the Carrefour range; (b) fees paid by the producers of goods sold in the Group's Carrefour stores to display their goods on the prominent shelves at the end of aisles (known as gondola-ends); and (c) commissions paid to the Group in respect of sales where it acts as an agent in the transaction. Accordingly, the Group's service income and commissions is related to the number of its Carrefour stores.

The Group's fees and commissions decreased by AED 96 million, or 4.0 per cent., in 2021 (from AED 2,406 million in 2020 to AED 2,310 million in 2021). This decrease was principally attributable to lower sales volumes.

Cost of sales

The Group's cost of sales almost entirely consists of the cost of it acquiring the goods sold by its Carrefour stores. Cost of sales is presented net of any rebates which the Group is able to secure from its suppliers. The Group's cost of sales decreased by AED 847 million, or 3.7 per cent., in 2021 (from AED 22,859 million in 2020 to AED 22,012 million in 2021). The Group's sales margin was 31.8 per cent. in 2021, compared to 29.8 per cent. in 2020.

Operating expenses

The table below shows the Group's operating expenses for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December			
	2021		**2020**	
	(AED millions)	*(%)*	*(AED millions)*	*(%)*
Staff costs	(3,269)	42.0	(3,054)	42.3
Depreciation and amortisation	(2,203)	28.3	(2,193)	30.4
Utilities	(483)	6.2	(445)	6.2
Repair and maintenance	(297)	3.8	(253)	3.5
Legal and consultancy expenses	(232)	3.0	(194)	2.7
Bank charges	(198)	2.5	(190)	2.6
Advertising, selling and marketing expenses	(292)	3.8	(155)	2.1
Security expenses	(147)	1.9	(140)	1.9
Franchise and management fees	(158)	2.0	(134)	1.9

	Year ended 31 December			
	2021		2020	
	(AED millions)	*(%)*	*(AED millions)*	*(%)*
Housekeeping and cleaning	(116)	1.5	(93)	1.3
Insurance charges	(40)	0.5	(41)	0.6
Business travel expenses	(21)	0.3	(15)	0.2
Rent	(112)	1.4	(2)	0.0
Other general and administrative expenses	(208)	2.7	(311)	4.3
Total operating expenses	**(7,776)**	**100.0**	**(7,220)**	**100.0**

The Group's total operating expenses increased by AED 556 million, or 7.7 per cent., in 2021 (from AED 7,220 million in 2020 to AED 7,776 million in 2021). This increase was principally attributable to an increase in discretionary spending and the relaxation of temporary suspensions on certain staff allowances and bonuses.

A more detailed analysis of the Group's two principal operating expenses is set out below. Together, these operating expenses comprised 70.3 per cent. and 72.7 per cent. of the Group's total operating expenses in 2021 and 2020, respectively.

Staff costs

The Group's staff costs (which exclude staff costs capitalised as part of projects under construction) increased by AED 215 million, or 7.0 per cent., in 2021 (from AED 3,054 million in 2020 to AED 3,269 million in 2021), principally reflecting the relaxation of temporary suspensions on certain staff allowances and bonuses. The number of employees increased by 3.0 per cent. in 2021 (from 40,622 at the start of the year to 41,832 at the end of 2021).

Depreciation and amortisation

The Group's depreciation and amortisation charge increased by AED 10 million, or 0.5 per cent., in 2021 (from AED 2,193 million in 2020 to AED 2,203 million in 2021).

Finance costs – net

The table below shows the Group's net finance cost recognised in profit or loss for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December	
	2021	2020
	(AED millions)	
Finance costs:		
Arrangement and participation fee	(55)	(38)
Interest charges on bank loans	(408)	(515)
Interest expense on lease liabilities	(226)	(272)
Interest charges on related party balances	(8)	(12)
Capitalised interest on development expenditure	84	194
Changes in the fair value/settlement of derivatives held as FVPL	(11)	(1)
Cash flow hedges reclassified from hedging reserve	(65)	(64)
Discounting of long-term receivable balances	(11)	0
Bond programme cost	(4)	2
Total finance costs	**(704)**	**(706)**
Finance income:		
Interest income on bank balances	23	45
Interest income from operational financing	–	1
Unwinding of discount on long-term receivable balances	3	7
Cash flow hedges reclassified from hedging reserve	1	–
Total finance income	27	53
Finance costs – net	**(677)**	**(653)**

The Group's net finance cost charged to profit and loss increased by AED 24 million, or 3.7 per cent., in 2021 (from AED 653 million in 2020 to AED 677 million in 2021). This increase was principally attributable to an increase in interest rates.

Other income – net

The Group's other income and expenses comprise any net foreign exchange gain or loss, fixed assets or project costs written-off, development expenses written-off, development expenses written-off, any gain or loss on transfer of an investment in an associate to a related party or in a joint venture, any gain or loss on the disposal of non-current assets and other income. The Group's other income in 2021 was AED 4 million compared to other income of AED 42 million in 2020.

Impairment loss – net

The Group believes that its policy for taking impairments is conservative. The Group recognised a net impairment loss of AED 177 million in 2021, compared to AED 1,389 million in 2020, on non-financial assets. This net impairment loss on non-financial assets was primarily attributable to shopping malls under construction.

In addition, the Group also recognised a net impairment loss of AED 51 million in 2021, compared to AED 185 million in 2020, on financial assets. This net impairment loss on financial assets was primarily attributable to tenant receivables.

Share of profit in equity accounted investees – net

A list of the Group's material associates and joint ventures is set out in Notes 18.3 and 18.4, respectively, to the 2021 Group Financial Statements. Associates and joint ventures are accounted for using the equity method and, as a result, the Group's proportionate share of the profit or loss made by each associate or joint venture is included under this line item.

The table below shows the Group's share of the profit or loss of its associates and joint ventures for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Share of profit accounted through profit or loss (associates)	42	30
Share of profit accounted through profit or loss (joint ventures)	55	18
Total	**97**	**48**

The Group's share of the net profit in associates and joint ventures increased by AED 49 million, or 102.1 per cent., in 2021 (from AED 48 million in 2020 to AED 97 million in 2021).

Net valuation gain/(loss) on land and buildings

Developed properties classified as property, plant and equipment in accordance with IAS 16 are revalued on each reporting date.

Any increase arising on the revaluation of developed properties is credited to the revaluation reserve in equity, except to the extent that it reverses a revaluation decrease for the same property previously recognised in profit or loss, in which case the increase is credited to profit or loss to the extent of the decrease previously charged.

Any decrease in carrying amount arising on the revaluation of developed properties is charged to profit or loss except to the extent that it reverses a revaluation gain previously recognised in reserve in respect of the asset concerned, in which case it is debited to the revaluation reserve in equity.

Investment properties are properties held either to earn rental income, for capital appreciation or both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Following initial recognition at cost, investment property, principally comprising land with undetermined use, certain shopping malls and properties being construed for future use as investment property, is stated at fair value at each reporting date.

The net valuation change on land and buildings comprises the sum of: (a) any losses incurred on the revaluation of developed properties classified as property, plant and equipment; (b) any increases arising on the revaluation of developed properties classified as property, plant and equipment to the extent they reverse losses previously charged to profit and loss; and (c) the fair value gains or losses on investment property.

In 2021, the Group recorded AED 1,459 million fair value gain on the revaluation of certain property, plant and equipment and investment property. Of this, AED 526 million gain was recognised in other comprehensive income and AED 933 million valuation gain was recognised through profit or loss (principally comprising valuation loss of City Centre Mirdif, Mall of the Emirates, City Centre Deira, City Centre Beirut, City Centre Muscat and City Centre Sharjah). The fair value gain on revaluation of certain property, plant and equipment and investment property described above is primarily attributable to an increase in compound annual growth rates of net operating income in relation to the Group's shopping malls.

Profit/(loss) before tax

Reflecting the above factors, the Group's profit before tax was AED 2,632 million in 2021, compared to loss before tax of AED 2,595 million in 2020.

Income tax expense – net

The Group is subject to tax on the income earned by it in certain jurisdictions in which it operates. The Group's operations in these jurisdictions gave rise to a net income tax expense of AED 171 million in 2021, compared to AED 114 million in 2020. In 2021, a deferred tax charge of AED 66 million was charged, compared to a deferred tax credit of AED 14 million in 2020.

Profit/(loss) for the year

Reflecting the above factors, the Group's profit for the year was AED 2,461 million in 2021, compared to a loss of AED 2,709 million in 2020.

Other comprehensive income

In 2021, the Group's other comprehensive income increased by AED 1,761 million, or 132.4 per cent. (from negative AED 1,330 million in 2020 to AED 431 million in 2021). This increase was principally attributable to an increase in compound annual growth rates of net operating income in relation to the Group's shopping malls and fewer charges on account of foreign currency translations from foreign operations.

Total comprehensive income

The Group's total comprehensive income for the year was AED 2,892 million in 2021, compared to a total comprehensive income of negative AED 4,039 million in 2020.

CASH FLOWS FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2021 AND THE FINANCIAL YEAR ENDED 31 DECEMBER 2020

The table below summarises the Group's cash flows for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December	
	2021	2020
	(AED millions)	
Net cash generated from operating activities	5,288	4,444
Net cash (used in) investing activities	(2,382)	(1,831)

	Year ended 31 December	
	2021	2020
	(AED millions)	
Net cash flows (used in) financing activities	(5,215)	(135)
Net (decrease)/increase in cash and cash equivalents	**(2,309)**	**2,478**
Cash and cash equivalents at the beginning of the year	3,699	1,251
Effect of movements in exchange rates on cash held	(14)	(30)
Cash and cash equivalents at the end of the year	**1,376**	**3,699**

In 2021, the Group's net cash from operating activities was AED 5,288 million.

The Group's net cash used in investing activities in 2021 was AED 2,382 million, principally reflecting capital expenditure on property, plant and equipment, investment property and intangible assets. This acquisition capital expenditure predominantly related to shopping malls under construction (comprising Mall of Oman) as well as new stores and fulfilment centres for retail.

The Group's net cash used in financing activities in 2021 was AED 5,215 million, principally reflecting the Group's partial repayment of outstanding revolving facilities.

In 2020, the Group's net cash from operating activities was AED 4,444 million.

The Group's net cash used in investing activities in 2020 was AED 1,831 million, principally reflecting capital expenditure on property, plant and equipment, investment property and intangible assets. This acquisition capital expenditure predominantly related to shopping malls under construction (comprising Mall of Oman) as well as new stores and fulfilment centres for retail.

The Group's net cash used in financing activities in 2020 was AED 135 million, principally reflecting the Group's decision to draw down on committed revolving facilities.

LIQUIDITY AND BORROWINGS

The Group's long-term financing needs are established based on five-year plans from each operating subsidiary. The Group targets available liquidity (defined as cash in hand and committed facilities available for drawing) sufficient to cover at least 18 months of financing requirements. As at 31 December 2021, the Group had undrawn facilities of AED 10,576 million as well as cash in hand and at bank of AED 1,601 million. This is sufficient to cover the Group's liquidity needs for a period of at least 18 months. In addition, as a matter of practice, the Group ensures it is flexible in its capital expenditure plans.

The table below summarises the Group's borrowings as at 31 December 2021 and 31 December 2020, respectively.

	As at 31 December	
	2021	2020
	(AED millions)	
Long-term loans	13,244	15,958
Short-term loan from a related party	18	44
Bank overdrafts	225	–
Total borrowings	**13,487**	**16,002**

Details of the Group's outstanding long-term loans as at 31 December 2021 are set out in Note 35 to the 2021 Group Financial Statements. Long-term loans from banks have maturity dates extending to March 2029 while the Group's senior unsecured debt capital securities have scheduled maturity dates extending to February 2030. All of the Group's outstanding borrowings as at 31 December 2021 were denominated in non-AED currencies (see further "*Group Financial Review – Financial Risk Management – Market risk – Foreign currency risk*"). The Group's floating rate loans carried margins ranging from 1.0 per cent. to 1.35 per cent. per annum over the base lending rate, whilst its senior unsecured debt capital securities had returns ranging from 3.15 per cent. to 4.75 per cent. per annum. As at 31 December 2021, the Group did not have any secured loans.

The Group's borrowings comprise long-term loans from commercial banks and overdraft facilities. The Group has to date incurred debt at three levels:

- project financing, typically through special purpose vehicles on a non-recourse or limited recourse to other Group companies basis;
- senior secured or unsecured debt where Majid Al Futtaim Properties or one of its subsidiaries is the borrower; and
- senior unsecured debt where Majid Al Futtaim Holding is the borrower and Majid Al Futtaim Properties guarantee is given.

The table below shows the Group's borrowings (excluding bank overdrafts) as at 31 December 2021 by debtor.

	As at 31 December 2021
	(AED millions)
Majid Al Futtaim Holding:	
Unsecured but with Majid Al Futtaim Properties guarantee	5,757
Unsecured and unguaranteed	18
Total borrowings excluding bank overdrafts (Majid Al Futtaim Holding)	**5,775**
Majid Al Futtaim Properties:	
Unsecured but with Majid Al Futtaim Holding guarantee	6,889
Total borrowings excluding bank overdrafts (Majid Al Futtaim Properties)	**6,889**
Other:	
Unsecured	598
Total borrowings excluding bank overdrafts (Other)	**598**
Total borrowings excluding bank overdrafts (Group)	**13,262**

The Group typically aims to match the cash flow profile of its borrowings (excluding bank overdrafts) with the underlying assets to the extent practicable in the circumstances and to fund in local currencies for offshore businesses where possible.

The table below shows the maturity profile of the Group's outstanding borrowings (excluding bank overdrafts) as at 31 December 2021.

	As at 31 December 2021
	(AED millions)
Principal amount of borrowings maturing in:	
2022	33
2023	58
2024 and onwards	13,171
Total borrowings excluding bank overdrafts	**13,262**

SHAREHOLDERS' EQUITY

The table below shows the Group's shareholders' equity as at 31 December 2021 and 31 December 2020, respectively.

	As at 31 December	
	2021	**2020**
	(AED millions)	
Share capital	2,671	2,671
Statutory reserve	2,984	2,984
Revaluation reserve	18,159	17,643
Retained earnings	4,174	2,705
Hedging reserve	(50)	(132)
Currency translation reserve	(2,599)	(2,433)
Total equity attributable to the owners of the company	**25,339**	**23,438**
Hybrid equity instrument	3,292	3,292
Non-controlling interests	419	449
Total equity	**29,050**	**27,179**

Share capital

As at 31 December 2021, Majid Al Futtaim Holding's share capital comprised 2,670,729 shares of AED 1,000 each, all of which are fully paid and owned by Majid Al Futtaim Capital LLC which, in turn, is (or will be, once the committee has provided its final decision) 99.6 per cent. owned by the 9 heirs of Mr. Majid Al Futtaim (see "*Risk Factors – Risks relating to the Group – The interests of the potential successors to the Group's controlling shareholder may, in certain circumstances, be different from the interests of the Noteholders*" for further details.

Revaluation reserve

The revaluation reserve principally reflects changes in the fair value of land and buildings classified as property, plant and equipment as required by IAS 16.

Any increase in value arising on the revaluation of properties is credited to the revaluation reserve in equity, except to the extent that it reverses a revaluation decrease for the same property previously recognised in profit or loss, in which case the increase is credited to profit or loss to the extent of the decrease previously charged.

Any decrease in carrying amount arising on the revaluation of properties is charged to profit or loss except to the extent that it reverses a revaluation gain previously recognised in reserve in respect of the asset concerned, in which case it is debited to the revaluation reserve in equity.

Other reserves

Group companies maintain a statutory reserve as required by applicable law. Typically a percentage of profit of the relevant company is transferred to the statutory reserve each year until the reserve equals the limit prescribed by applicable law. Under UAE law, a company is required to set aside 10 per cent. of its net profit to maintain this statutory reserve until the reserve reaches half of the company's capital. In addition, the Group maintains fair value reserves in respect of hedging instruments as well as a currency translation reserve in respect of foreign currency differences arising from the translation of the financial statements of Group companies whose functional currency is other than the UAE dirham.

RELATED PARTY TRANSACTIONS

The Group's related party transactions are described in Note 28 to the 2021 Group Financial Statements and principally comprise transactions with other Group companies, Majid Al Futtaim Holding's parent company and its shareholders, companies under common control with Majid Al Futtaim Holding and key management personnel and/or their close family members.

OFF-BALANCE SHEET LIABILITIES

The Group has significant off-balance sheet liabilities (as described in Note 36 to the 2021 Group Financial Statements) in the form of capital commitments, letters of credit granted by banks in the normal course of business and guarantees given by Group companies. The table below shows the Group's off-balance sheet liabilities as at 31 December 2021 and 31 December 2020, respectively.

	As at 31 December	
	2021	2020
	(AED millions)	
Capital commitments	2,392	1,033
Group's share of capital commitments in relation to its equity accounted investees	279	343
Letters of credit outstanding	109	13
Bank guarantees outstanding	605	123
Total	**3,385**	**1,512**

FINANCIAL RISK MANAGEMENT

Note 35 to the 2021 Group Financial Statements describes the principal financial risks faced by the Group and the principal procedures used by the Group to manage these risks. The principal financial risks faced by the Group are credit risk, liquidity risk and interest rate risk as further described below.

Credit risk

Credit risk is the risk of financial loss to the Group if a customer or a counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Group's receivables. Management has a credit policy in place and the exposure to credit risk is monitored on an ongoing basis. The majority of the Group's income is by way of cash and advance receipts and is supported by a deposit equivalent to one month's advance rental. Credit evaluations are performed on all customers requiring credit over a certain amount and there is no concentration of credit risk. Cash is placed with a diversified portfolio of reputable banks and the risk of default is considered remote. As at 31 December 2021, the Group's management assessed the recoverability of its trade receivables and considers them to be recoverable. As at 31 December 2021, amounts due from related parties were considered by the Group's management to be fully recoverable. As at 31 December 2021, all non-current receivables were due within five years of 31 December 2021 and the fair values of trade and other receivables were approximately equal to the carrying value.

Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group's approach to managing liquidity is to ensure that it will always have sufficient liquidity to meet its liabilities when they become due without incurring unacceptable losses or risking damage to the Group's reputation. The Group manages liquidity risk through the use of bank overdrafts, bank loans and credit facilities (see "*Group Financial Review – Liquidity and Borrowings*").

Market risk

Market risk is the risk of changes in market prices, such as foreign exchange rates, interest rates and equity prices, which will affect the Group's income or the value of its holdings of financial instruments. The Group seeks to apply hedge accounting to manage volatility in its profit or loss in relation to its exposure to interest rate risk.

Foreign currency risk

The Group is exposed to foreign currency risk on its net investments in foreign subsidiaries and operations. The Group is also exposed to foreign currency risk on purchases denominated in foreign currencies.

The Group hedges the risk by obtaining foreign exchange forward contracts on all material foreign currency purchases. As at 31 December 2021, all of the forward exchange contracts had maturities of less than five years after 31 December 2021. Where necessary, foreign exchange contracts are rolled over at maturity.

Interest rate risk

Interest rate risk is managed within the framework of the Group's interest rate risk management policy. The Group adopts a policy of maintaining target duration on its liability portfolio of about half a year to three and a half years. This is achieved through cash and/or by using derivative financial instruments which are eligible for hedge accounting.

Capital management

The Group uses, amongst other metrics, the net debt to equity ratio to monitor its capital. See "*Presentation of Financial Information – Use of Alternative Performance Measures*" for a further description of this APM (including reconciliation to the Group Financial Statements) and "*Summary of Group Financial Information – EBITDA and Other Ratios*" for the Group's net debt to equity ratio as at 31 December 2021.

The Group has various borrowing arrangements which require it to comply with net worth, interest cover and debt/equity ratios. The Group was in compliance with all such requirements as at 31 December 2021 and remains in compliance with all such requirements as at the date of this Prospectus.

DIVIDEND POLICY

Majid Al Futtaim Holding is the only company within the Group to have a set dividend policy, the conditions for which are as follows:

(a) Majid Al Futtaim Holding intends to distribute approximately 10 per cent. of its annual consolidated net income to its shareholders (the "**distribution**"), which distribution shall be made no later than six months after the end of the financial year to which the distribution relates or at such other intervals as the Board may determine from time to time;

(b) the terms of any distribution (including the final amount and timing of such distribution) will at all times remain at the sole and absolute discretion of the Board, who will be required to approve every distribution by separate resolution in advance of declaring such distribution. Final payment of any declared distribution will be subject to the final approval by the company's shareholders; and

(c) the Majid Al Futtaim Holding Board shall take into consideration a number of factors before declaring or making such distribution, including (without limitation):

    (i) general economic and business conditions, Majid Al Futtaim Holding's and the Group's strategic plans, Majid Al Futtaim Holding's financial results and conditions, its cash requirements and the benefits of investing any future earnings in the development and growth of the Group's business;

    (ii) any legal requirements and any contractual obligations or limitations, whether currently applicable or which may become relevant in the future, which affect, or may affect, the ability of Majid Al Futtaim Holding to approve or make such distribution;

    (iii) the requirements of any future financing agreements to which Majid Al Futtaim Holding may be a party; and

    (iv) any other factors which the Board may deem relevant in respect of the distribution in question.

SUMMARY OF MAJID AL FUTTAIM PROPERTIES FINANCIAL INFORMATION

The following summary of consolidated historical financial information as at and for the financial year ended 31 December 2021 and as at and for the financial year ended 31 December 2020 has been extracted from the 2021 Majid Al Futtaim Properties Financial Statements, which have been incorporated by reference into this Prospectus.

Prospective investors should read the following summary consolidated financial information in conjunction with the information contained in "*Presentation of Financial Information*", "*Risk Factors*", "*Majid Al Futtaim Properties Financial Review*", "*Description of the Group – Majid Al Futtaim Properties*" appearing elsewhere in this Prospectus as well as the Majid Al Futtaim Properties Financial Statements (including the related notes thereto) incorporated by reference into this Prospectus.

CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

The following table shows Majid Al Futtaim Properties' consolidated statements of profit or loss and other comprehensive income for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively:

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Revenue	4,406	3,489
Operating expenses	(2,126)	(1,544)
Finance costs	(376)	(348)
Share of results of equity accounted investees – net of tax	91	18
Impairment loss on financial assets	(34)	(100)
Impairment loss on non-financial assets	(124)	(1,273)
Finance income	6	6
Other income – net	54	144
Profit before net valuation gain on land and buildings and tax	**1,897**	**392**
Net valuation gain/(loss) on land and buildings	1,039	(3,211)
Profit/(loss) before tax	**2,936**	**(2,819)**
Income tax expense	(88)	(20)
Net profit/(loss) after tax	**2,848**	**(2,839)**
Net profit/(loss) after tax attributable to:		
Owners of the company	2,848	(2,836)
Non-controlling interests	-	(3)
Net profit/(loss) after tax	**2,848**	**(2,839)**
Net profit/(loss) after tax	**2,848**	**(2,839)**
Other comprehensive income:		
Gain/(loss) on revaluation of property, plant and equipment	168	(400)
Foreign operations – foreign currency translation differences	(166)	(713)
Other comprehensive income for the year, net of tax	**2**	**(1,113)**
Total comprehensive income for the year	**2,850**	**(3,952)**
Total comprehensive income for the year attributable to:		
Owners of the company	2,851	(3,932)
Non-controlling interests	(1)	(20)
Total comprehensive income for the year	**2,850**	**(3,952)**

STATEMENT OF FINANCIAL POSITION

The following table shows Majid Al Futtaim Properties' consolidated statement of financial position as at 31 December 2021 and 31 December 2020, respectively:

	As at 31 December	
	2021	2020
	(AED millions)	
Non-current assets:		
Property, plant and equipment	3,792	3,626
Investment property	37,263	35,785
Investment in equity accounted investees	847	789
Long-term receivables	808	491
Intangible assets	106	9
Deferred tax assets	91	51
Right-of-use assets	22	31
Total non-current assets	**42,929**	**40,782**
Current assets:		
Inventories	624	31
Trade and other receivables	1,007	967
Due from related parties	119	122
Short-term loan to related parties	43	61
Restricted cash	1,341	-
Cash and bank equivalents	336	209
Total current assets	**3,470**	**1,390**
Total assets	**46,399**	**42,172**
Non-current liabilities:		
Term loan from a related party	3,854	4,029
Loans and borrowings	7,135	7,142
Other liabilities	231	152
Retirement benefit obligation	112	112
Deferred tax liabilities	351	224
Provisions	15	3
Total non-current liabilities	**11,698**	**11,662**
Current liabilities:		
Trade and other payables	4,168	2,928
Provisions	151	27
Loans and borrowings	55	41
Short-term loan from a related party	57	117
Due to related parties	388	50
Total current liabilities	**4,819**	**3,163**
Total liabilities	**16,517**	**14,825**
Net assets	**29,882**	**27,347**
Equity:		
Share capital	3,500	3,500
Shareholder contribution.	2,938	2,938
Revaluation reserve	13,960	13,792
Retained earnings	9,842	7,301
Other reserves	(741)	(576)
Equity attributable to the owners of the Company	**29,499**	**26,955**
Non-controlling interest	383	392
Total equity	**29,882**	**27,347**

CASH FLOW STATEMENT

The following table summarises Majid Al Futtaim Properties' cash flows for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively:

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Net cash from operating activities	2,591	1,838
Net cash (used in) investing activities	(1,193)	(1,231)
Net cash flows (used in) financing activities	(1,257)	(703)
Net increase/(decrease) in cash and cash equivalents	**141**	**(96)**
Cash and cash equivalents at the beginning of the year	209	335
Effect of movements in exchange rates on cash held	(14)	(30)
Cash and cash equivalents at the end of the year	**336**	**209**

EBITDA

The following table shows a reconciliation of Majid Al Futtaim Properties' EBITDA to (loss)/profit as shown in the consolidated statement of profit or loss and other comprehensive income for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively:

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Profit/(Loss) after tax	**2,848**	**(2,839)**
Adjustments for:		
Finance income	(6)	(6)
Share of results of equity accounted investees – net of tax	(91)	(18)
Net valuation (gain)/loss on land and buildings	(1,039)	3,211
Impairment loss on non-financial assets	124	1,273
Depreciation	353	419
Finance costs	376	348
Reversal of/(project costs written-off)	5	(6)
Amortisation	12	13
Income tax expense	88	20
IFRS 16 adjustment	(18)	(27)
Income on sale of a subsidiary	(51)	-
Foreign exchange (gain)/loss – net	1	(44)
Miscellaneous Non-EBITDA accounts	1	(2)
EBITDA	**2,603**	**2,342**

MAJID AL FUTTAIM PROPERTIES FINANCIAL REVIEW

The following review of Majid Al Futtaim Properties' financial position and results of operations is based upon and should be read in conjunction with the Majid Al Futtaim Properties Financial Statements, which have been incorporated by reference into this Prospectus.

This discussion contains forward-looking statements that involve risks and uncertainties (see "*Cautionary Statement Regarding Forward Looking Statements*"). Actual results for Majid Al Futtaim Properties could differ materially from those indicated in any forward-looking statements as a result of various factors, including those discussed below and in "*Risk Factors*".

SIGNIFICANT ACCOUNTING POLICIES AND CRITICAL ACCOUNTING JUDGMENTS

The preparation of the Majid Al Futtaim Properties Financial Statements requires management to make certain estimates and judgments, some of which are subjective and complex, often as a result of the need to make estimations of future events. Majid Al Futtaim Properties' significant accounting policies are set out in Note 5 to the 2021 Majid Al Futtaim Properties Financial Statements and a summary of the critical accounting estimates and judgments that are made in preparing the financial statements is set out in Note 4 to the 2021 Majid Al Futtaim Properties Financial Statements.

Impact of COVID-19

On 11 March 2020, the World Health Organisation declared the novel coronavirus disease, COVID-19, a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 pandemic had a significant impact on economic and market conditions around the world during 2021 and continues to adversely impact economic activity. Majid Al Futtaim Properties' businesses were also impacted by COVID-19 and measures taken by governments and authorities to contain its spread (see further "*Risk Factors – Risks Relating to the Group – All of the Group's businesses have been adversely affected by the COVID-19 pandemic*"). Majid Al Futtaim Properties has assessed the impact of the COVID-19 pandemic on its businesses and how it is reflected in its consolidated financial position and performance. See Note 3 to the 2021 Majid Al Futtaim Properties Financial Statements in respect of Majid Al Futtaim Properties' assessment of the impact of the COVID-19 pandemic on its business.

REPORTING SEGMENTS

With effect from 1 January 2020, Majid Al Futtaim Properties' shopping malls business is managed by the SMBU (which is responsible for the management of shopping malls operations) and the SMDBU (which is responsible for the delivery of future malls and retail development). Accordingly, Majid Al Futtaim Properties has six strategic segments/divisions (namely, the SMBU, the SMDBU, the Hotels Business Unit, the Communities Business Unit, the Project Management Center of Excellence and Corporate). These segments/divisions offer different services and are managed separately because they have operating independence and autonomy. The Board of Directors of Majid Al Futtaim Properties reviews the internal management reports of each division regularly. In addition, Majid Al Futtaim Properties' geographic reporting divisions/segments comprise the UAE, Oman, Bahrain, Saudi Arabia (combined with the UAE, Oman and Bahrain into "GCC Total"), Egypt and Lebanon.

The following is a brief description of the operating segments/divisions:

- **Shopping Mall Business Unit (SMBU):** this business unit leads and manages all aspects of the retail management of shopping malls, ranging from regional shopping malls to smaller community centres. The SMBU undertakes various functions in this respect such as leasing, marketing and property management. Revenues from this business unit principally comprise base minimum rents, percentage rents based on tenant sales volume and mall promotions and media;

- **Shopping Mall Development Business Unit (SMDBU):** this business unit leads and manages the delivery of all future shopping mall developments of the Group, ranging from regional shopping malls to smaller community centres. The SMDBU undertakes various functions in this respect such as development and design;

- **Hotels Business Unit:** this business unit is responsible for the development of hotel assets and the management of these assets in association with third-party hotel operators. Revenues from this business unit principally comprise room revenues and food and beverage revenues;

- **Communities Business Unit:** this business unit is responsible for the master development of larger master-planned lifestyle developments that comprise multiple asset classes (such as residential units, hotels and leisure and entertainment facilities), and is responsible for infrastructure, residential and commercial assets within these developments. The Communities Business Unit is also responsible for managing the Group's portfolio of office buildings. Revenues from this business unit comprise revenue from sale of trading properties, leasing revenues from commercial, residential, serviced land or other mixed-use assets, as well as management fees where the Communities Business Unit has agreed with its joint venture partner to provide management services in respect of the relevant development;

- **Project Management Center of Excellence:** this business unit provides advisory, project delivery and management services to the SMBU, SMDBU, Hotels Business Unit and the Communities Business Unit; and

- **Corporate:** this business unit provides corporate support services to the business units of the Group.

The table below shows each business unit's revenue, EBITDA and net (loss)/profit after tax for the years ended 31 December 2021 and 31 December 2020, respectively.

	Year ended 31 December					
	Revenue		EBITDA		Net profit/(loss) after tax	
	2021	2020	2021	2020	2021	2020
	(AED millions)					
SMBU[1]	3,392	3,197	2,495	2,363	3,058	(2,360)
Hotels Business Unit	453	236	122	22	33	(284)
Communities Business Unit	531	36	75	26	20	104
Project Management Center of Excellence	30	20	(1)	(4)	(5)	(3)
Corporate	–	–	(88)	(65)	(258)	(296)
Total	**4,406**	**3,489**	**2,603**	**2,342**	**(2,848)**	**(2,839)**

(1) The financial results of SMDBU form part of SMBU.

Note 10 to the 2021 Majid Al Futtaim Properties Financial Statements presents certain financial information for each segment. In revenue and assets terms, the SMBU and SMDBU together are the most significant segments, accounting for 77.0 per cent. of Majid Al Futtaim Properties' revenue in 2021 and for 79.8 per cent. of its assets as at 31 December 2021, as per statutory reporting.

RESULTS OF OPERATIONS FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2021 AND THE FINANCIAL YEAR ENDED 31 DECEMBER 2020

Summary

Majid Al Futtaim Properties had a strong net profit performance at AED 2.8 billion, an increase of AED 5.7 billion in comparison to 2020 and property valuations ended at a net positive (AED 1.0 billion) mainly driven by positive outlook in the shopping malls occupancy, long term lease renewals and improving retail market in Egypt. For hotels, Majid Al Futtaim Properties witnessed a gradual improvement in performance during 2021 with additional upside in the last quarter due to launch of Expo 2020 Dubai.

Revenue

Majid Al Futtaim Properties' principal source of revenue is the rental income that it earns from the tenants in its shopping malls and other properties. Majid Al Futtaim Properties also earns revenue from the hotels which it owns and limited leisure and entertainment revenue from the unique leisure offerings owned by it and managed by Majid Al Futtaim LEC, including Ski Dubai and certain facilities at City Centre Mirdif (Dubai) (see "*Description of the Group – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle – Wholly-owned businesses – Majid Al Futtaim Leisure and Entertainment*").

The table below shows a breakdown of Majid Al Futtaim Properties' revenue for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December			
	2021		2020	
	(AED millions)	*(%)*	*(AED millions)*	*(%)*
Revenue from investment property:				
Rental income	2,701	61.3	2,576	73.8
Service charge	405	9.2	416	11.9
Marketing and promotion contribution	99	2.2	96	2.8
Other	36	0.8	31	0.9
Other revenue:				
Revenue from property sales - net	504	11.4	-	-
Revenue from hospitality	453	10.3	236	6.8
Revenue from leisure and entertainment	160	3.6	92	2.6
Project management revenue	29	0.7	20	0.6
Other revenue	19	0.4	22	0.6
Total revenue	**4,406**	**100.0**	**3,489**	**100.0**

Majid Al Futtaim Properties' total revenue increased by AED 917 million, or 26.3 per cent., in 2021 (from AED 3,489 million in 2020 to AED 4,406 million in 2021). This increase was principally attributable to increased footfall in its shopping malls, improved occupancy in hotels and an increase in admissions to its leisure and entertainment businesses. In addition, revenue from the property sales of Tilal Al Ghaf was recorded during the year.

In geographical terms, in 2021, 76.4 per cent. of Majid Al Futtaim Properties' revenue was derived from the UAE, 11.1 per cent. was derived from Egypt, 6.5 per cent. was derived from Bahrain, 5.6 per cent. was derived from Oman and 0.4 per cent. was derived from Lebanon.

Rental income

Majid Al Futtaim Properties derives almost all of its rental income from renting units in its shopping malls and a very small proportion from renting offices in three office buildings (of which, one is partially occupied by Group companies).

Majid Al Futtaim Properties' rental income increased by AED 125 million, or 4.9 per cent., in 2021 (from AED 2,576 million in 2020 to AED 2,701 million in 2021). This increase was principally attributable to increased footfall in its shopping malls.

Revenue from hospitality

Majid Al Futtaim Properties earns hotel revenue from the rooms, food and beverages and other services provided at its hotels. All hotel revenue is stated gross, with the fees paid to the hotel management companies and the costs incurred by Majid Al Futtaim Properties in providing services at its hotels being included in operating expenses.

Majid Al Futtaim Properties' hotel revenue increased by AED 217 million, or 91.9 per cent., in 2021 (from AED 236 million in 2020 to AED 453 million in 2021). This increase was principally attributable to improved occupancy in hotels.

Revenue from leisure and entertainment

Leisure and entertainment revenue increased by AED 68 million, or 73.9 per cent., in 2021 (from AED 92 million in 2020 to AED 160 million in 2021). This increase was principally attributable to an increase in admissions to its leisure and entertainment businesses.

Operating expenses

The table below shows Majid Al Futtaim Properties' operating expenses for the financial year ended 31 December 2021 and the financial year ended 31 December 2020 respectively.

	Year ended 31 December			
	2021		2020	
	(AED millions)	*(%)*	*(AED millions)*	*(%)*
Employee benefits	(543)	25.5	(404)	26.2
Cost of revenue from property sales	(374)	17.6	-	-
Depreciation	(353)	16.6	(419)	27.1
Facilities maintenance and repairs	(130)	6.1	(111)	7.2
Selling and marketing expenses	(116)	5.5	(95)	6.2
Utilities	(72)	3.4	(66)	4.3
Housekeeping expenses	(71)	3.3	(63)	4.1
IT costs	(65)	3.1	(53)	3.4
Legal and Consultancy fee	(54)	2.5	(64)	4.1
Hotel operator fee and sales commission	(51)	2.4	(33)	2.1
Security expenses	(46)	2.2	(41)	2.7
Sales commission	(25)	1.2	-	-
Hotels food and beverage expenses	(23)	1.1	(14)	0.9
Service charges and other recharges	(23)	1.1	(30)	1.9
Insurance premiums	(21)	1.0	(19)	1.2
Property taxes	(19)	0.9	(18)	1.2
Office supplies	(15)	0.7	(9)	0.6
Leisure and entertainment units' cost of operations	(15)	0.7	(10)	0.6
Amortisation charge for intangible assets	(12)	0.6	(13)	0.8
Travel expenses	(4)	0.2	(4)	0.3
Miscellaneous expenses	(94)	4.4	(78)	5.1
Total operating expenses	**(2,126)**	**100.0**	**(1,544)**	**100.0**

Majid Al Futtaim Properties' total operating expenses increased by AED 582 million, or 37.7 per cent., in 2021 (from AED 1,544 million in 2020 to AED 2,126 million in 2021). This increase was principally attributable to an increase in discretionary spending and the relaxation of temporary suspensions on certain staff allowances and bonuses. In addition, cost of revenue from the property sales of Tilal Al Ghaf was recorded during the year.

Majid Al Futtaim Properties' principal operating expenses are depreciation and employee benefits, which together comprised 42.1 per cent. and 53.3 per cent. of its total operating expenses in 2021 and 2020, respectively. Each of these items is analysed in more detail below.

Depreciation

Majid Al Futtaim Properties' depreciation charge decreased by AED 66 million, or 15.8 per cent., in 2021 (from AED 419 million in 2020 to AED 353 million in 2021) principally attributable to the furniture, fixtures and equipment that are now near to or fully depreciated, and the reduction in Majid Al Futtaim Properties' hotels building and right of use assets depreciation.

Employee benefits

Majid Al Futtaim Properties' employee benefits (which exclude staff costs capitalised as part of projects under construction) increased by AED 139 million, or 34.4 per cent., in 2021 (from AED 404 million in 2020 to AED 543 million in 2021). This increase was principally attributable to the relaxation of temporary suspensions on certain staff allowances and bonuses.

Finance costs – net

The table below shows Majid Al Futtaim Properties' net finance cost recognised in profit or loss for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Finance costs:		
Interest expense (including arrangement and participation fees)	(437)	(531)
Interest expense on lease liabilities	(13)	(15)
Discounting of a long-term receivable	(11)	-
Unwinding of discount on receivables	3	7
Less: Amounts capitalised with the cost of qualifying assets	82	191
Total finance costs	**(376)**	**(348)**
Total finance income	**6**	**6**
Finance costs – net	**(370)**	**(342)**

Majid Al Futtaim Properties' net finance cost charged to profit and loss increased by AED 28 million, or 8.2 per cent., in 2021 (from AED 342 million in 2020 to AED 370 million in 2021). This increase was principally attributable to a lower capitalization of borrowing costs for assets completed during the year offset by the decrease in Majid Al Futtaim Properties' loans interest rate.

Share of results of equity accounted investees – net of tax

A list of Majid Al Futtaim Properties' material joint ventures is set out in Note 9.1.2 to the 2021 Majid Al Futtaim Properties Financial Statements. Associates and joint ventures are accounted for using the equity method, which means that Majid Al Futtaim Properties' proportionate share of the profit or loss made by each associate or joint venture is included under this line item.

The table below shows Majid Al Futtaim Properties' share of the profit or loss of its associates and joint ventures for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Share of results of equity accounted investees – net of tax	91	18
Total	**91**	**18**

Majid Al Futtaim Properties' share of profit in associates and joint ventures increased by AED 73 million, or 405.6 per cent., in 2021 (from AED 18 million in 2020 to AED 91 million in 2021). This increase was principally attributable to an increase in sales in respect of Al Mouj Muscat and Sharjah Holding. Furthermore, the share in profit of Enova Facilities Management LLC was recorded during the year as a result of the transfer of this entity from Majid Al Futtaim Ventures to the Group, effective 1 January 2021.

Impairment charges

Majid Al Futtaim Properties recognised an impairment loss of AED 124 million in 2021, compared to AED 1,273 million in 2020, on non-financial assets. This impairment loss on non-financial assets was primarily attributable to shopping malls under construction.

In addition, the Group also recognised an impairment loss charge of AED 34 million in 2021, compared to AED 100 million in 2020, on financial assets. This impairment loss on financial assets was primarily attributable to specific provisions against major tenant groups and additional impairment loss on lease receivables due to additional overlays using revised macroeconomic factors in order to capture the current market conditions. Furthermore, impairment was recorded as a receivable from hotel brand management as a result of an amicable settlement.

Other income – net

Majid Al Futtaim Properties' other income and expenses comprise project costs provided for or written-off once the Group determines not to proceed with a particular project, development expenses written-off that cannot be capitalised to a project per IFRS, service charges levied on related parties, any net foreign exchange gain or loss and other income. Majid Al Futtaim Properties' other income was AED 54 million in 2021, compared to AED 144 million in 2020. This change was principally attributable to the increase in the development expenses attributable to Tilal Al Ghaf, City Centre Al Zahia, Mall of Oman and Mall of Saudi.

Net valuation gain/(loss) on land and buildings

Developed properties classified as property, plant and equipment in accordance with IAS 16 are revalued on each reporting date. Any increase arising on the revaluation of developed properties is credited to the revaluation reserve in equity, except to the extent that it reverses a revaluation decrease for the same property previously recognised in profit or loss, in which case the increase is credited to profit or loss to the extent of the decrease previously charged. A decrease in carrying amount arising from the revaluation of properties is charged to profit and loss, except to the extent that it reverses a previously recognised revaluation gain on the property in which case it is debited to revaluation reserve in equity.

Investment properties are properties held either to earn rental income, for capital appreciation or for both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Following initial recognition at cost, investment property, principally comprising land with undetermined use, certain shopping malls and property being constructed for future use as investment property, is stated at fair value at the reporting date.

The net valuation change on land and buildings comprises the sum of: (a) any losses incurred on the revaluation of properties classified as property, plant and equipment; (b) any increases arising on the revaluation of properties classified as property, plant and equipment to the extent they reverse losses previously charged to the profit and loss; and (c) the fair value gains or losses on investment property.

In 2021, Majid Al Futtaim Properties recognised a net valuation gain of AED 281 million on property, plant and equipment. Of this, a valuation gain of AED 168 million (mainly for the Kempinski Mall of Emirates, the Sheraton Mall of Emirates, Hilton Garden Inn Mall of Emirates and Pullman City Centre Hotel and Residences) was charged to other comprehensive income and a valuation gain of AED 113 million was charged to the profit and loss account. The valuation gain of AED 113 million was mainly on account of Aloft City Centre Deira, the Westin City Centre and Le Meridien in Bahrain. A gain on valuation of investment property of AED 926 million was also charged to the profit and loss account in 2021. This valuation gain reflects fair value gains across a large number of properties (particularly in Mall of the Emirates, City Centre Al Zahia, City Centre Ajman and shopping malls in Egypt).

Profit/(loss) before tax

Reflecting the above factors, Majid Al Futtaim Properties' profit before tax was AED 2,936 million in 2021, compared to loss before tax of AED 2,819 million in 2020.

Income tax expense

Majid Al Futtaim Properties is subject to tax on the income earned by it in certain jurisdictions in which it operates. Majid Al Futtaim Properties' operations in these jurisdictions gave rise to an income tax charge of AED 88 million in 2021 and an income tax charge of AED 20 million in 2020. In 2021, Majid Al Futtaim Properties recognised a deferred tax charge of AED 84 million, compared to AED 5 million in 2020. Majid Al Futtaim Properties recognises deferred tax on the temporary differences arising between the tax base and asset base on fair valuation of properties in Egypt, Lebanon and Oman.

Net profit/(loss) after tax

Reflecting the above factors, Majid Al Futtaim Properties' profit after tax was AED 2,848 million in 2021, compared to loss after tax of AED 2,839 million in 2020.

Other comprehensive income for the year – net of tax

In 2021, Majid Al Futtaim Properties' other comprehensive income was AED 2 million compared to other comprehensive income of negative AED 1,113 million in 2020. This change was principally attributable to the currency devaluation in Lebanon (see note 29.4 of the 2021 Majid Al Futtaim Properties Financial Statements) and loss on revaluation of property, plant and equipment in 2020.

Total comprehensive income for the year

Reflecting Majid Al Futtaim Properties' profit after tax for the year and its other comprehensive income, Majid Al Futtaim Properties' total comprehensive income for the year was AED 2,850 million in 2021, compared to a total comprehensive income of negative AED 3,952 million in 2020.

CASH FLOWS FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2021 AND THE FINANCIAL YEAR ENDED 31 DECEMBER 2020

The table below summarises Majid Al Futtaim Properties' cash flows for the financial year ended 31 December 2021 and the financial year ended 31 December 2020, respectively.

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Net cash from operating activities	2,591	1,838
Net cash (used in) investing activities	(1,193)	(1,231)
Net cash (used in) financing activities	(1,257)	(703)
Net increase/(decrease) in cash and cash equivalents	**141**	**(96)**
Cash and cash equivalents at the beginning of the year	209	335
Effect of movements in exchange rates on cash held	(14)	(30)
Cash and cash equivalents at the end of the year	**336**	**209**

In 2021, Majid Al Futtaim Properties' net cash from operating activities was AED 2,591 million.

Majid Al Futtaim Properties' net cash used in investing activities in 2021 was AED 1,193 million, principally reflecting shopping malls development and re-development projects (comprising Mall of Oman, City Centre Al Zahia and Mall of the Emirates).

Majid Al Futtaim Properties' net cash used in financing activities in 2021 was AED 1,257 million, principally reflecting repayment of loans and finance cost of AED 2,986 million and payment of finance lease liabilities of AED 23 million, which was offset by proceeds from loans of AED 1,763 million.

In 2020, Majid Al Futtaim Properties' net cash from operating activities was AED 1,838 million.

Majid Al Futtaim Properties' net cash used in investing activities in 2020 was AED 1,231 million, principally reflecting shopping malls under construction (comprising City Centre Al Zahia and Mall of Oman).

Majid Al Futtaim Properties' net cash used in financing activities in 2020 was AED 703 million, principally reflecting repayment of loans and finance cost of AED 2,945 million and payment of finance lease liabilities of AED 41 million, which was offset by proceeds from loans of AED 2,277 million.

LAND AND BUILDINGS

Majid Al Futtaim Properties' land and buildings are categorised either as investment property or as property, plant and equipment. Investment properties are properties held either to earn rental income, for capital appreciation or both, but not for sale in the ordinary course of business, use in the production or supply of goods and services or for administrative purposes.

Certain of Majid Al Futtaim Properties' properties include a portion that is held to generate rental income or capital appreciation and another portion that is held for own use in the supply of services or for administrative purposes. These properties may be split between the two categories where applicable law provides that separate title could be granted to each portion.

The fair value of the investment properties and land and buildings included within property, plant and equipment is determined twice a year at the reporting date (i.e. 31 December and 30 June) by independent external RICS Chartered Surveyors and Valuers having sufficient current local and national knowledge of the respective property markets. The valuation has been prepared in accordance with the RICS Valuation Global Standards-2020 including the International Valuations Standards and the RICS Professional Standards (revised April 2015) (the Red Book). For the valuation of shopping malls the discounted cash flows ("**DCF**") approach is used to determine the present value of the estimated future net cash flows, generally for a period of 10 years, for each property adopting an asset specific discount rate. An exit yield that reflects the specific risks inherent in the asset is then applied to the final cash flow to arrive at the property valuation. The fair value derived using DCF for shopping malls is benchmarked against the net initial yield methodology. Properties Under Construction ("**PUC**") are measured at fair value once the valuer determines that a substantial part of the project's uncertainty has been eliminated, such that a reliable value can be determined. PUC are valued by estimating the fair value of the completed property using the income capitalisation approach and deducting the estimated costs to complete the construction. When the value is deemed not to be reliably determinable, the PUC is carried at cost of the land plus work in progress less impairment until the earlier of the date that construction is completed or the date at which fair value becomes reliably measurable. For valuation of hotels, the fair value is derived using DCF and is benchmarked against capital value per key and net initial yield. For valuation of offices, the fair value is derived by applying an asset specific capitalisation rate on the net operating income of the property benchmarked to market rates. Properties held for future development (land bank) are valued using comparable methodology, which involves analysing other relevant market transactions. Comparable methodology can involve a parcelisation approach where it is assumed a larger plot is subdivided and sold in smaller lot sizes over a period of time.

The table below shows the value of Majid Al Futtaim Properties' land and buildings as at 31 December 2021 and 31 December 2020, respectively.

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Classified as property, plant and equipment	3,262	3,163
Classified as investment property	34,052	30,585
Total	**37,314**	**33,748**

In addition, Majid Al Futtaim Properties had undeveloped land classified as investment property and valued at AED 1,735 million as at 31 December 2021 and AED 1,947 million as at 31 December 2020.

BORROWINGS

Majid Al Futtaim Properties' external borrowings comprise long-term loans from commercial banks. In addition, as at 31 December 2021 Majid Al Futtaim Properties had loans outstanding from Majid Al Futtaim Holding totalling AED 3,854 million and from Majid Al Futtaim Retail totalling AED 57 million (see "*Majid Al Futtaim Properties Financial Review – Related Party Transactions*").

The table below summarises Majid Al Futtaim Properties' external borrowings as at 31 December 2021 and 31 December 2020, respectively.

	Year ended 31 December	
	2021	**2020**
	(AED millions)	
Total loans and borrowings	**7,190**	**7,183**
Of which:		
Current	55	41
Non-current	7,135	7,142

Details of Majid Al Futtaim Properties' outstanding external loans and facilities as at 31 December 2021 are set out in Note 26 to the 2021 Majid Al Futtaim Properties Financial Statements. The long-term loan from banks has a maturity date of March 2029 while Majid Al Futtaim Properties' senior unsecured debt capital securities have scheduled maturity dates extending to February 2030. All of Majid Al Futtaim Properties' outstanding borrowings as at 31 December 2021 were denominated in non-AED currencies. Majid Al Futtaim Properties' floating rate loan carried a margin of 1.35 per cent. per annum over the base lending rate, whilst its senior unsecured debt capital securities had returns ranging from 3.15 per cent. to 4.638 per cent. per annum. As at 31 December 2021, Majid al Futtaim Properties did not have any secured loans.

SHAREHOLDERS' EQUITY

The table below shows Majid Al Futtaim Properties' shareholders' equity as at 31 December 2021 and 31 December 2020, respectively.

	As at 31 December	
	2021	**2020**
	(AED millions)	
Share capital	3,500	3,500
Shareholder contribution.	2,938	2,938
Revaluation reserve	13,960	13,792
Retained earnings	9,842	7,301
Other reserves	(741)	(576)
Equity attributable to the owners of the company	**29,499**	**26,955**
Non-controlling interest	383	392
Total equity	**29,882**	**27,347**

Share capital

As at 31 December 2021, Majid Al Futtaim Properties' share capital comprised 3,500,000 shares of AED 1,000 each, all of which are fully paid and owned by Majid Al Futtaim Holding.

Shareholder contribution

In 2009, Majid Al Futtaim Properties issued subordinated capital loan instruments of AED 2,500 million in five loan instruments of AED 500 million each. In 2010, an additional loan instrument of AED 250 million was issued by Majid Al Futtaim Properties. These instruments (collectively referred to as the "**hybrid instruments**") are fully subscribed to by Majid Al Futtaim Holding in accordance with the terms of a master capital loan agreement and a separate capital loan agreement for each loan, in each case, dated 5 October 2009. During 2021, the agreement with Majid Al Futtaim Holding was amended resulting in a change in the coupon payment rate to a fixed rate of 6.375 per cent. per annum payable semi-annually in arrear. The hybrid instruments do not have a final maturity date. The coupon is non-cumulative in nature and can be deferred indefinitely at Majid Al Futtaim Properties' discretion without constituting a default. In case of Majid Al Futtaim Holding ceasing to hold control of Majid Al Futtaim Properties, the prevailing coupon rate on the hybrid instruments will be permanently increased by 5 per cent. and such coupons will become cumulative. Based on the terms of the hybrid instruments, these are accounted for as equity instruments. The hybrid instruments were subscribed to through a debt to equity swap transaction.

In 2012, Majid Al Futtaim Properties novated all of its rights and obligations under two bank facilities agreement, which cumulatively amounted to U.S.$900 million of term loans, to Majid Al Futtaim Holding and converted external facilities to related party funding. However, Majid Al Futtaim Properties continues to use these facilities under an inter-company funding agreement signed with Majid Al Futtaim Holding. These derivative instruments, which were hedged by way of interest rate collar and interest rate swap, had a negative fair value of AED 188 million at the time of novation. Majid Al Futtaim Holding waived its contractual obligation of recovering the liability from Majid Al Futtaim Properties and accordingly this balance was classified within shareholder contribution.

Revaluation reserve

The revaluation reserve principally reflects changes in the fair value of Majid Al Futtaim Properties' land and buildings classified as property, plant and equipment as required by IAS 16. Any increase in value arising on each revaluation of such assets is credited to the revaluation reserve unless and to the extent it reverses a decrease in the value of the same asset previously recognised in profit and loss, in which case the increase in value is recognised in profit and loss instead. Any decrease in value arising on each revaluation of such assets is debited from the revaluation reserve to the extent that the revaluation reserve contains a credit balance in respect of the asset concerned. If and to the extent there is no such credit balance, the decrease is charged to profit and loss.

Other reserves

Majid Al Futtaim Properties and its subsidiaries maintain a statutory reserve as required by applicable law. Typically a percentage of profit of the relevant company is transferred to the statutory reserve each year until the reserve equals the limit prescribed by applicable law. In addition, Majid Al Futtaim Properties maintains a currency translation reserve in respect of foreign currency differences arising from the translation of the financial statements of Majid Al Futtaim Properties' group companies whose functional currency is not the dirham.

RELATED PARTY TRANSACTIONS

Majid Al Futtaim Properties' related party transactions are described in Note 31 to the 2021 Majid Al Futtaim Properties Financial Statements and principally comprise transactions with other Group companies and key management personnel and/or their close family members. The shareholder contributions described under "*Majid Al Futtaim Properties Financial Review – Shareholders' Equity – Shareholder contribution*", the guarantees given by and to Majid Al Futtaim Properties in respect of borrowings by it and other Group companies as referred to under "*Group Financial Review – Liquidity and Borrowings*" and the additional transactions described in Note 31 to the 2021 Majid Al Futtaim Properties Financial Statements comprise the principal related party transactions for the year ended 31 December 2021 and the year ended 31 December 2020.

OFF-BALANCE SHEET LIABILITIES

Majid Al Futtaim Properties has significant off-balance sheet liabilities (as described in Note 33 and Note 34 to the 2021 Group Financial Statements) in the form of capital commitments and guarantees given by it. The table below shows Majid Al Futtaim Properties' off-balance sheet liabilities as at 31 December 2021 and 31 December 2020, respectively.

	As at 31 December	
	2021	**2020**
	(AED millions)	
Capital commitments:		
Capital commitments of Majid Al Futtaim Properties	2,219	620
Majid Al Futtaim Properties' share of capital commitments in relation to its equity accounted investees	279	343
Total capital commitments	**2,498**	**963**
Contingent liabilities:		
Corporate guarantees on various bank loans provided by Majid Al Futtaim Holding	3,391	6,002
Co-guarantee on hybrid perpetual notes issued by a subsidiary of Majid Al Futtaim Holding	3,306	3,306
Co-guarantee on bonds issued under the Global Medium Term Note Programme by a subsidiary of Majid Al Futtaim Holding	2,938	2,938
Performance guarantee to government authorities	573	-
Total contingent liabilities	**10,208**	**12,246**
Total	**12,706**	**13,209**

DESCRIPTION OF THE GROUP

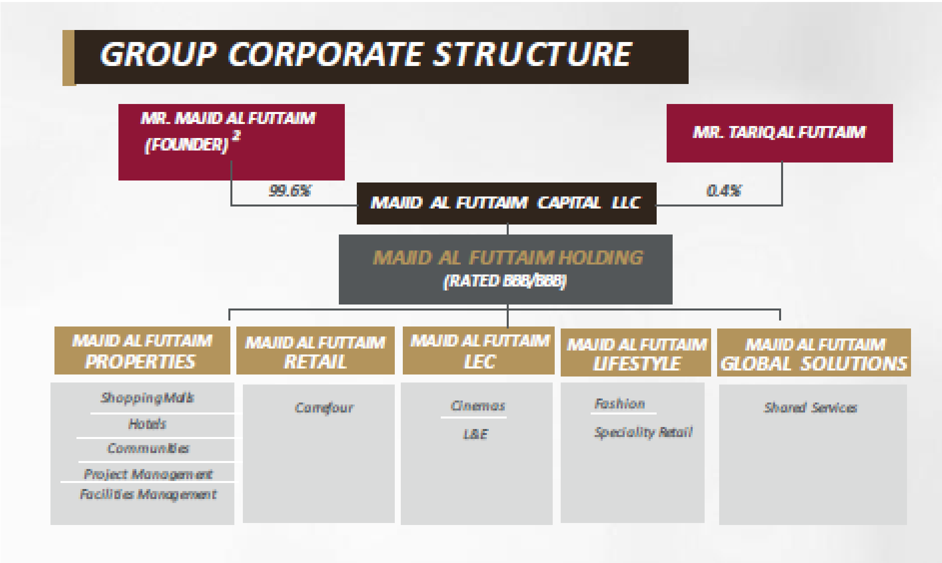
OVERVIEW

The Group is one of the largest developers and operators of shopping malls and hypermarkets in the MENA region. Founded in Dubai in 1992 to bring the first regional shopping mall to the Middle East, the Group's activities have since grown to include hotel development and the provision of synergistic leisure and entertainment products and services. As at 31 December 2021, the Group had operations in 16 countries predominantly in the MENA region.

For the financial year ended 31 December 2021, driven by annual footfall of approximately 175 million people through its shopping mall destinations, Majid Al Futtaim Holding had consolidated revenue of AED 32,291 million and consolidated EBITDA of AED 3,906 million, as well as consolidated assets of AED 60,588 million as at 31 December 2021.

For the financial year ended 31 December 2020, driven by annual footfall of approximately 145.5 million people through its shopping mall destinations, Majid Al Futtaim Holding had consolidated revenue of AED 32,575 million and consolidated EBITDA of AED 3,762 million, as well as consolidated assets of AED 59,097 million as at 31 December 2020.

The following chart sets out the operational structure of the Group as at 31 December 2021. As set out below, the Group is in the process of reorganising its legal structure to reflect this operational structure:



Prior to 1 January 2021, the Group's operations were carried out by three complementary operating companies, Majid Al Futtaim Properties, Majid Al Futtaim Retail and Majid Al Futtaim Ventures, in each of which Majid Al Futtaim Holding held a 99 per cent. ownership interest. With effect from 1 January 2021, Majid Al Futtaim Ventures was restructured and its operations were segregated under two operational entities – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle. Majid Al Futtaim Holding holds a 99 per cent. ownership interest in Majid Al Futtaim Lifestyle and will be expected to hold a 99 per cent. ownership interest in Majid Al Futtaim LEC once it is established as a separate legal entity (in each case, with the remaining 1 per cent. ownership interest held by another wholly-owned Group entity).

Majid Al Futtaim Properties develops and manages shopping malls, which is the Group's core business. As at 31 December 2021, Majid Al Futtaim Properties owned and operated 29 shopping malls in Bahrain, Egypt, Lebanon, Oman and the UAE and had an additional one development and one re-development at various stages of planning, design or construction. The new projects, including new malls in Oman, Saudi Arabia and a redevelopment of Mall of the Emirates the UAE, represent an additional GLA of 321,000 square metres. Majid Al Futtaim Properties also develops hotels adjacent to or in close proximity to shopping mall destinations and, on a selective basis, undertakes mixed-use developments, in each case where this adds value to its core mall development business. As at 31 December 2021, Majid Al Futtaim Properties owned 13 hotels, of which 11 were located in the UAE and two were located in Bahrain. Majid Al Futtaim Properties operates through its six business units: SMBU, SMDBU, the Hotels Business Unit, the Communities Business Unit, the Project Management Center of Excellence unit and the Corporate unit. For the year ended 31 December 2021, Majid Al Futtaim Properties' revenue increased by 26.3 per cent. to AED 4,406 million compared to AED 3,489 million for the year ended 31 December 2020 whereas its EBITDA increased by 11.1 per cent. to AED 2,603 million compared to AED 2,342 million for the year ended 31 December 2020.

Majid Al Futtaim Retail first introduced the hypermarket model to the Middle East in 1995 through Majid Al Futtaim Hypermarkets, originally established as a joint venture company with Carrefour in which Majid Al Futtaim Retail had a 75 per cent. interest. Since June 2013, Majid Al Futtaim Hypermarkets has been a wholly-owned subsidiary of the Group, managed by Majid Al Futtaim Retail in which Majid Al Futtaim Retail has a 99.9 per cent. interest and Majid Al Futtaim Holding has a 0.1 per cent. interest. For further detail on the history of Majid Al Futtaim Hypermarkets, please see "*Description of the Group – Majid Al Futtaim Retail*". Carrefour stores are a key anchor tenant in each of the Group's shopping malls and the Group has also opened Carrefour stores outside its shopping malls. Majid Al Futtaim Retail has expanded the Carrefour concept across the UAE and into Armenia, Bahrain, Egypt, Georgia, Iraq, Jordan, Kenya, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Uganda and Uzbekistan. As at 31 December 2021, Majid Al Futtaim Retail operated 135 Carrefour hypermarkets and 288 Carrefour supermarkets as well as an online store (principally selling light and heavy household goods and grocery for delivery within Armenia, Bahrain, Egypt, Georgia, Iraq, Jordan, Kenya, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, the UAE and Uganda). For the year ended 31 December 2021, Majid Al Futtaim Retail's revenue decreased by 6.0 per cent. to AED 26,304 million compared to AED 27,979 million for the year ended 31 December 2020 whereas its EBITDA decreased by 11.3 per cent. to AED 1,447 million compared to AED 1,631 million for the year ended 31 December 2020.

Prior to 1 January 2021, Majid Al Futtaim Ventures operated the Group's leisure and entertainment services, including a unique leisure offering in three of its super-regional shopping malls (for example Ski Dubai and Ski Egypt which are located in Mall of the Emirates (the Group's flagship mall) and Mall of Egypt). With effect from 1 January 2021, following the segmental restructuring of Majid Al Futtaim Ventures, the Group's leisure and entertainment operations were moved to Majid Al Futtaim LEC. Prior to 1 January 2021, Majid Al Futtaim Ventures also operated a fashion retail business operating as a licensee of a number of international brands via the now dissolved Majid Al Futtaim Fashion LLC, offered Najm Visa credit cards via its Majid Al Futtaim Finance consumer finance business and had a small portfolio of other investments in the mobile payments and facilities management sectors. With effect from 1 January 2021, following the segmental restructuring of Majid Al Futtaim Ventures, the Group's fashion retail business and its portfolio of other investments were moved to Majid Al Futtaim Lifestyle.

The following map sets out details of the Group's principal operations in each of the countries in which it operated as at 31 December 2021:

Lebanon

Outlet	Number
Malls	1
Carrefour stores	6
Magic planet	2
Cinemas	1

Jordan

Outlet	Number
Carrefour stores	49
Magic planet	1

Georgia

Outlet	Number
Carrefour stores	39

Armenia

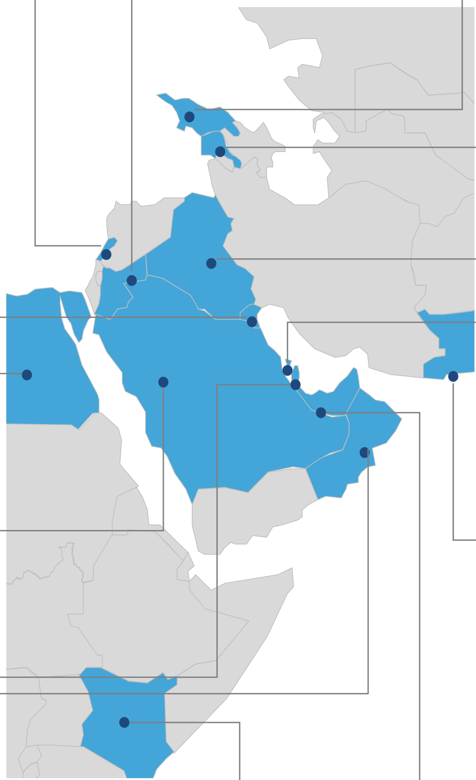
Outlet	Number
Carrefour stores	4

Kuwait

Outlet	Number
Carrefour stores	8
Cinemas	1
Magic planet	1

Iraq

Outlet	Number
Carrefour stores	6



Bahrain

Outlet	Number
Cinemas	2
Carrefour stores	13
Malls	1
Hotels	2
Magic planet	3
Wahoo	1

Egypt

Outlet	Number
Malls	4
Cinemas	4
Carrefour stores	57
Magic planet	5
Ski	1

Saudi Arabia

Outlet	Number
Carrefour stores	20
Cinemas	11
Magic planet	5

Pakistan

Outlet	Number
Carrefour stores	9

Qatar

Outlet	Number
Carrefour stores	10
Cinemas	1

UAE

Outlet	Number
Malls	17
Carrefour stores	108
Hotels	11
Cinemas	21
Magic planet	14
Ski Dubai	1
iFlv	1
Dream Escape	1
Little Explorer	1

Oman

Outlet	Number
Malls	4
Carrefour stores	15
Magic planet	5
Cinemas	13

Kenya

Outlet	Number
Carrefour stores	9
Magic planet	1

In addition to the above, the Group had one Carrefour store in each of Uganda and Uzbekistan as at 31 December 2021. In geographical terms, during the year ended 31 December 2021, 48.9 per cent. of the Group's revenue was derived from the UAE, 9.6 per cent. was derived from Saudi Arabia, 11.1 per cent. was derived from Egypt, 7.0 per cent. was derived from Qatar and the remaining 23.4 per cent. was derived from other countries predominantly in the MENA region.

HISTORY

Founded in 1992 in Dubai, the Group operated solely in Dubai until 1999. During that period, the joint venture with Carrefour was established, and the Group operated shopping malls, hypermarkets, hotels and cinemas. Between 1999 and 2001, the Group expanded across the UAE and into Oman. Between 2001 and 2003, the Group expanded into Egypt. Between 2003 and 2005, the Group expanded into Saudi Arabia. Between 2005 and 2008, the Group expanded into Kuwait, Bahrain, Jordan and Qatar and invested in a mixed-use development in Oman. Between 2008 and 2010, the Group expanded into Pakistan. Since then, the Group's geographic expansion has principally been driven by its retail business, with five Carrefour hypermarkets operating by the end of 2000, 18 by the end of 2005, 48 by the end of 2012, 108 by the end of 2018 and 135 by the end of 2021.

As at the date of this Prospectus, the franchise agreement between Majid Al Futtaim Hypermarkets and Carrefour covers over 30 countries in the Middle East, Africa and Asia regions.

STRENGTHS

Management believes that the Group's credit strength is bolstered by the following factors:

- **low volatility in operating income:** reflecting the fact that a significant majority of its revenue is derived from food retailing (which is relatively unaffected by economic cycles) and, to a lesser extent, from rental income from tenants in its shopping malls (which is also generally a stable source of income), the Group experiences low levels of volatility in its operating income (revenue minus cost of sales). The Group's operating income in each of 2021 and 2020 was AED 10,279 million and AED 9,716 million, respectively (for a description of this APM (including reconciliation to the Group Financial Statements), please see "*Presentation of Financial Information – Use of Alternative Performance Measures*");

- **leadership in markets where the Group competes:** the Group's principal market is the UAE and Dubai in particular (which is generally considered as a mature global leading retail and brand destination). The Group believes that it has a leading position as a shopping mall developer in Dubai as it owns three of the leading shopping malls currently operating in Dubai. The Group also believes that it has a leading position as a shopping mall developer in the MENA region as no other company operating in the region has a geographic spread of shopping malls to match the Group's and that its experience of operating in a wide range of markets within the MENA region will help the Group as it seeks to expand into new markets;

- **steady cash flows and balanced financial profile:** the Group benefits both from a sound asset base in Majid Al Futtaim Properties, which accounted for 72.0 per cent. and 68.2 per cent. of the Group's assets (prior to eliminations and adjustments) as at 31 December 2021 and 31 December 2020, respectively, and also from a stable source of operating cash flow from: (a) the retailing business carried on by Majid Al Futtaim Retail, which accounted for 81.5 per cent. and 85.9 per cent. of the Group's revenue in the years ended 31 December 2021 and 31 December 2020, respectively; and (b) its shopping malls and certain other properties. The Group believes that this combination of sound asset base and stable cash flow is a significant differentiator from other property development companies in the region;

- **complementary businesses:** the Group has a focused strategy aimed to ensure that it delivers outstanding shopping destinations, in significant part, through creating and exploiting a range of synergies in its businesses. For example, having Carrefour as an anchor tenant helps to drive significant footfall in the Group's shopping malls which makes the malls more attractive to prospective tenants. In addition, the Group's hotels and leisure businesses help to differentiate its shopping malls and provide additional attractions to shoppers, particularly tourist shoppers in Dubai and Bahrain. Management of Majid Al Futtaim Holding believes that these synergies were a major factor in insulating the Group against the worst effects of the financial impact of the COVID-19 pandemic during 2020 and, to a lesser degree, 2021;

- **strong corporate governance:** management of Majid Al Futtaim Holding believes that the Group has robust corporate governance procedures in place. In particular, the Group has voluntarily adopted the principles of the Combined Code on Corporate Governance for listed companies in the United Kingdom across all areas of its business and has established principles of corporate governance and defined their application across each of the Group's operating companies. In addition, the Group has established strong operating company board structures reporting to the Board of Majid Al Futtaim Holding, has segregated shareholdings in and management of the Group's operating companies and ensures that all applicable laws and regulations in the countries in which it operates are complied with. Although the Chief Executive Officer ("**CEO**") and Chairman of Majid Al Futtaim Holding were in regular contact with Mr. Majid Al Futtaim before his death, the Majid Al Futtaim family does not actively participate in the day-to-day operations of the Group, nor are they expected to actively participate in the day-to-day operations and management of the Group in the future;

- **presence in locations with strong business potential:** when considering a new shopping mall or standalone Carrefour store project, the Group conducts extensive due diligence and market research in order to identify the best sites. In particular, factors such as current and anticipated population, catchment areas, accessibility to the proposed shopping mall or store, potential rate of urbanisation and known or planned competing facilities are all considered and, in the case of additional shopping malls or stores in a single city, enhanced market research is conducted into relevant catchment areas to ensure that competition between the Group's facilities is minimised. The Group believes that it has been able to secure prime locations for many of its assets. In addition, particularly in Dubai (where it has seven shopping malls) and Bahrain, the Group is not solely reliant on the local population and benefits from significant tourist footfall in its shopping malls. In all of the countries in which the Group operates, it also benefits from factors such as the generally high temperatures which encourage indoor shopping and the fact that shopping malls are perceived as family-friendly places to socialise and engage in wider activities other than just shopping;

- **low leverage:** the Group's net debt to EBITDA ratios in each of 2021, 2020 and 2019 were 3.0, 3.3 and 2.7, respectively (for a description of this APM (including reconciliation to the Group Financial Statements), please see "*Presentation of Financial Information – Use of Alternative Performance Measures*");

- **operating in markets with long-term macroeconomic potential:** the Group's principal market is the UAE but other markets which are significant to the Group are Bahrain, Egypt, Oman, Qatar and Saudi Arabia. Historically, each of these markets has experienced significant increases in nominal GDP, population growth and growth in private consumption, enabling strong retail sales performance within Majid Al Futtaim Retail; and

- **prudent financial management and track record:** the Group believes that it has implemented strong risk management policies, particularly as regards managing its liquidity and credit risks (see "*Group Financial Review – Financial Risk Management*"). In addition, the Group follows a conservative investment capital expenditure policy, typically entering new markets with lower cost hypermarket developments before committing to capital intensive shopping mall developments, adhering to a defined and rigorous process for making investment decisions, seeking to pre-fund its capital expenditure, entering into joint ventures where appropriate and by retaining the flexibility to scale back its developments in adverse market conditions.

STRATEGY

The Group's long-term strategy is to become a regionally-focused lifestyle conglomerate with a stellar reputation. The Group intends to focus on core sectors and markets where it has existing market leadership or where it sees an opportunity to establish itself as a leader in an under-developed market and to continue to create and exploit the synergies between its different businesses. In particular, the Group intends to:

- **enhance and grow its shopping destination business:** the Group intends to continue to undertake shopping mall developments on a regional basis both within and outside the UAE in markets which it believes are currently under-developed and offer a combination of increasing consumer spending power, increasing openness to international markets and low levels of international competitiveness. The Group intends, over time, to continue to diversify away from Dubai, where its revenues are currently concentrated. This strategy is in line with general regional trends. In addition, as a result of the general economic environment, assets are in the process of being repriced across the MENA region giving rise to many opportunities;

- **control and grow its retail businesses:** the Group expects to continue to develop its Carrefour hypermarket and supermarket business, both as anchor tenants for its new shopping mall developments and also on a standalone basis. In particular, the Group expects to continue to expand its portfolio of Carrefour supermarkets to meet customer preferences for more convenient food retail outlets and to exploit other synergies within its business (see "*Description of the Group – Majid Al Futtaim Retail – Development pipeline*");

- **strengthen its core capabilities to compete in the future:** the Group intends to strengthen certain aspects of its individual businesses to further support its retail-focused corporate strategy. One of the Group's core capabilities is its ability to identify retail potential in specific catchment areas within a city, which is critical to the decision regarding location of a new shopping mall, Carrefour store or other relevant asset. To this end, the Group continues to invest in proprietary research methods based on primary ground research and its accumulated experience gained in relation to the Carrefour stores and shopping malls which are already operational. The Group is well-positioned to respond in an agile manner to shifting consumer behaviour. For instance, in 2020, the Group launched a number of new e-commerce channels which offer a virtual shopping experience to customers, with direct delivery to customers' homes. The Group also continues to invest further in the training of its employees (training is currently offered through the Majid Al Futtaim Leadership Institute), to ensure that its responsible leadership model and values pervade throughout the organisation; and

- **sustainable economic development:** the Group's sustainability strategy, "Dare Today, Change Tomorrow", brings together all of the Group's businesses under one overarching sustainability vision. The Group aims to provide for a positive future and is committed to an ambitious set of sustainability targets across three focus areas of "Transforming Lives", "Rethinking Resources" and "Empowering Our People". To support this strategy, the Group has implemented a suite of policies and procedures in line with global best practice. These policies and procedures are reviewed and updated on an annual basis and support the translation of the Group's sustainability strategy into achievable and measurable actions. These measures, and the Group's progress in meeting its targets, places it track to meet its 2022 Sustainable Business Commitments and meaningfully contribute towards 10 of the United Nations Sustainable Development Goals. In 2021, the Group joined more than 60 leading global organisations in agreeing to report on stakeholder capitalism metrics. These environmental, social and governance metrics and disclosures (released by the World Economic Forum and its International Business Council in September 2020) measure the long-term enterprise value creation for all stakeholders. In becoming a signatory, the Group joined a community of companies dedicated to supporting the effort to provide concise, consistent and comparable metrics and disclosures for the shared value creation of all stakeholders.

GREEN FINANCE FRAMEWORK

The Issuer intends to issue securities ("**green notes**") whose net proceeds would be used to fund or refinance, in whole or in part, a portfolio of eligible projects ("**Eligible Projects**") within eligible categories ("**Eligible Categories**") as set out in the Group's green finance framework (the "**Green Finance Framework**"). On an annual basis, the Group will publish an allocation report and an impact report in respect of its green Eligible Projects portfolio. For the avoidance of doubt, finance provided to any business or project that is not eligible under the criteria set out in the Green Finance Framework will not be considered as the use of proceeds of a green note issued under this framework.

The Group has broadly defined the Eligible Categories in accordance with the "Green Bond Principles" promulgated by the International Capital Market Association. Eligible Categories include:

- renewable energy;
- energy efficiency;
- sustainable water management; and
- green buildings.

Up to 100 per cent. of the proceeds of any green notes issue may be applied to refinance existing Eligible Projects within the Eligible Categories listed above. Where any portion of the proceeds of a green notes issue has not been applied to finance Eligible Projects within Eligible Categories, proceeds may be deployed according to the Group's funding requirements. The proceeds of any green notes issue may be applied globally without geographical restriction.

The Group has published the Green Finance Framework on its website. Further, the Group has appointed Sustainalytics to provide an external review of the Group's Green Finance Framework (the "**Second Party Opinion**"). The Green Finance Framework and the Second Party Opinion have each been published, and the Report will be published (on an annual basis), on the Group's website at the following address:

https://majidalfuttaim.com/en/investor-relations/bond-and-credit-rating.

For the avoidance of doubt, the information contained on the websites referred to in this paragraph is not incorporated by reference into, or otherwise included in, this Prospectus.

MAJID AL FUTTAIM PROPERTIES

Overview

Majid Al Futtaim Properties' vision is to be recognised as the market leader in the development, ownership and management of shopping malls in the MENA region. Majid Al Futtaim Properties' goal is to create long-term sustainable wealth for the Group through:

- the entrepreneurial development and management of a diversified portfolio of shopping centres; and
- the development of hotels and, on a selective basis, mixed-use projects where they add synergistic value to its shopping centres.

Majid Al Futtaim Properties operates through the following independent business units:

- **Shopping malls:** with effect from 1 January 2020, the shopping malls business is managed by the SMBU (which is responsible for the management of shopping malls operations) and the SMDBU (which is responsible for the delivery of future malls and retail development). As at 31 December 2021, the SMBU owned and operated 29 shopping malls with a GLA of approximately 1,784,569.14 square metres, including 5 neighbourhood community malls held in joint ventures. In 2021, the SMDBU completed two super regional shopping malls (Mall of Oman with a GLA of approximately 137,127 square metres and City Centre Al Zahia, with a GLA of approximately 135,678 square meters) and the Mall of the Emirates re-development/initiative project. Combined, the portfolio of malls attracted 180.9 million visitors in 2021. As at 31 December 2021, the SMDBU had one additional development and three re-development or expansion projects at various stages of planning, design or construction. Along with new developments and expansions, Majid Al Futtaim Properties also undertakes enhancement and upgrades of existing assets on a continuous basis. The new projects, including a new mall in Saudi Arabia, represent an additional 300,000 square metres of GLA. With revenues of AED 3,392 million and EBITDA of AED 2,495 million for the year ended 31 December 2021 and assets of AED 37,024 million as at 31 December 2021, the SMBU and the SMDBU together represented 77.0 per cent., 95.9 per cent. and 79.8 per cent., respectively, of Majid Al Futtaim Properties' revenue, EBITDA and assets as at and for the financial year ended 31 December 2021. By comparison, the SMBU's and the SMDBU's combined revenue and EBITDA were AED 3,197 million and AED 2,363 million, respectively, in the financial year ended 31 December 2020 and their assets as at 31 December 2020 were AED 34,991 million, representing 91.6 per cent., 100.9 per cent. and 83.0 per cent., respectively, of Majid Al Futtaim Properties' revenue, EBITDA and assets as at and for the year ended 31 December 2020;

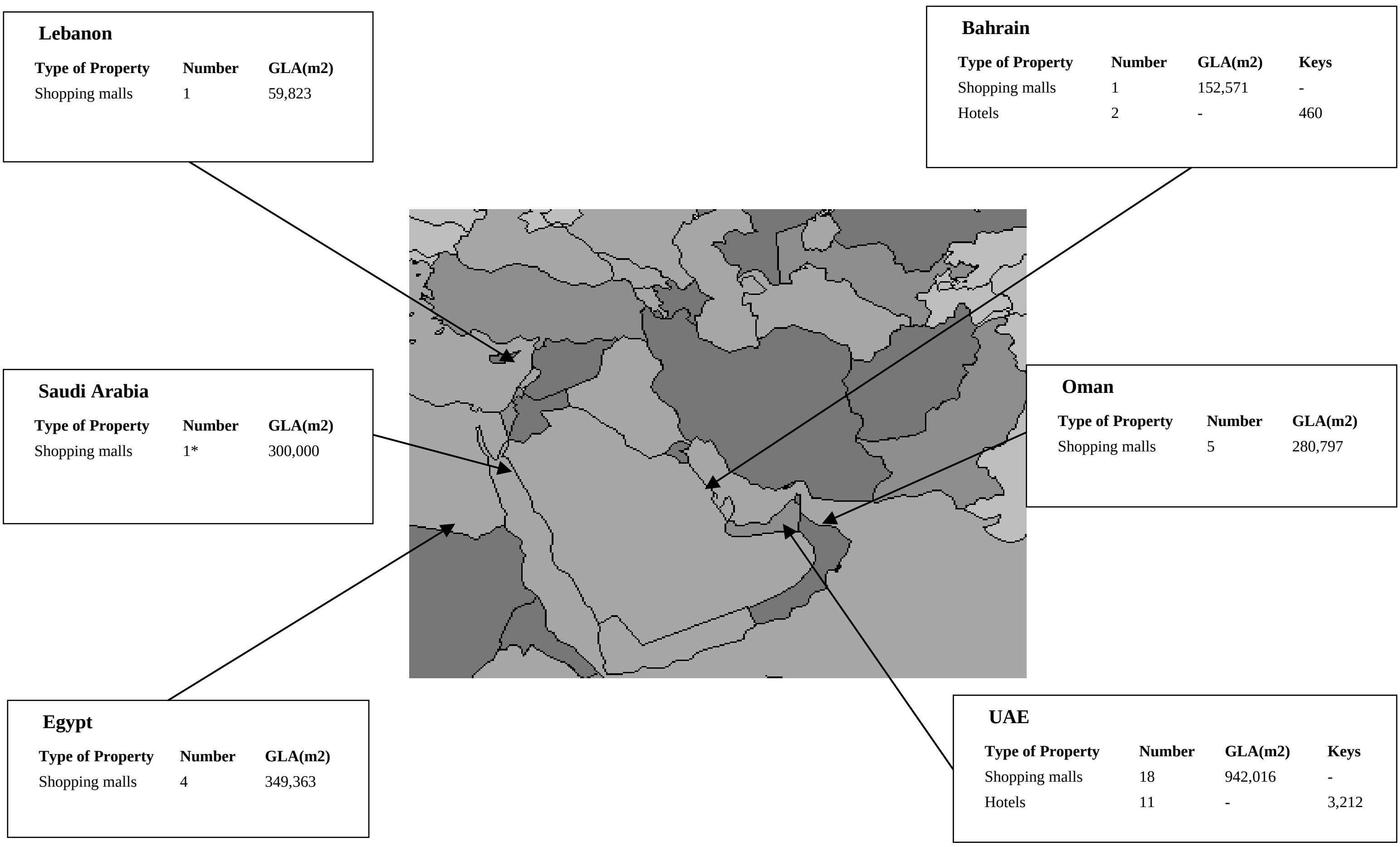
- **Hotels:** the Hotels Business Unit primarily focuses on developing hotels adjacent to, or in close proximity to, Majid Al Futtaim Properties' shopping malls. The Hotels Business Unit currently owns 13 hotels, 11 of which are in the UAE and 2 are in Bahrain. The operating hotels offered a total of 3,672 keys as at 31 December 2021. With revenues of AED 453 million (and revenues including leases of AED 1.6 million, after intercompany revenue elimination) and EBITDA of AED 122 million (and EBITDA including support costs of AED 15.5 million) for the year ended 31 December 2021 and assets of AED 3,493 million as at 31 December 2021, the Hotels Business Unit represented 10.3 per cent., 4.7 per cent. and 7.5 per cent., respectively, of Majid Al Futtaim Properties' revenue, EBITDA and assets as at and for the financial year ended 31 December 2021. By comparison, the Hotels Business Unit's revenue and EBITDA were AED 236 million (and revenues including leases of AED 3 million, after intercompany revenue elimination) and AED 22 million (and EBITDA including support costs of AED 12.2 million), respectively, in the financial year ended 31 December 2020 and its assets as at 31 December 2020 were AED 3,455 million, representing 6.8 per cent., 0.9 per cent. and 8.2 per cent., respectively, of Majid Al Futtaim Properties' revenue, EBITDA and assets as at and for the year ended 31 December 2020;

- **Communities:** the Communities Business Unit focuses on selective community developments principally covering land, residential and office developments. It also provides access to Majid Al Futtaim Properties' core shopping mall business. Currently, this is achieved primarily through limited- or non-recourse joint ventures accounted for under the equity method. The Communities Business Unit is also responsible for managing three office buildings in Dubai. With revenues of AED 531 million and EBITDA of AED 75 million for the year ended 31 December 2021 and assets of AED 4,733 million as at 31 December 2021, the Communities Business Unit represented 12.1 per cent., 2.9 per cent. and 10.2 per cent., respectively, of Majid Al Futtaim Properties' revenue, EBITDA and assets as at and for the financial year ended 31 December 2021. By comparison, the Communities Business Unit's revenue was AED 36 million and EBITDA of AED 26 million in the financial year ended 31 December 2020 and its assets as at 31 December 2020 were AED 2,501 million, representing 1.0 per cent., 1.1 per cent. and 5.9 per cent., respectively, of Majid Al Futtaim Properties' revenue, EBITDA and assets as at and for the year ended 31 December 2020.

- **Project Management Center of Excellence:** this business unit provides advisory, development and management services to the SMBU, Hotels Business Unit, the Communities Business Unit and other related parties; and

- **Corporate:** this business unit provides corporate support services to the business units of the Group.

The following map sets out details of Majid Al Futtaim Properties' operating properties, properties under construction, properties under master planning and design and land bank in each of the countries in which it was present as at 31 December 2021:



*	Denotes properties being master planned or under construction.

As at the date of this Prospectus, two vacant plots in Sohar, Oman are held by the estate of the late majority shareholder of the Group, for the beneficial interest of the Group (see "*Risks Factors – Risks Relating to the Group – The interests of the Successor Shareholders may, in certain circumstances, be different from the interests of the Noteholders*"). Other than these plots and certain plots held by Majid Al Futtaim Properties under a long-term lease and usufruct agreement (comprising plots for City Centre Shindagha, My City Centre Sur and Mall of Oman), Majid Al Futtaim Properties has full ownership and title to its assets.

As at 31 December 2021, Majid Al Futtaim Properties owned land of approximately 0.9 million square metres on which it had development plans in place with a carrying value of AED 1,436 million (including work-in-progress). As at the same date, Majid Al Futtaim Properties also owned land, with no immediate construction plan or planned sales to third parties, of approximately 1.6 million square metres with a carrying value of AED 1,735 million (which is designated as investment property) and of approximately 17,617 square metres of land with a carrying value of AED 14.5 million (which is designated as property, plant and equipment). Furthermore, in accordance with Group policy, land exceeding a valuation threshold of AED 50 million is valued on an annual basis by an external firm of chartered surveyors and valuers.

Majid Al Futtaim Properties had revenue of AED 4,406 million and EBITDA of AED 2,603 million in the financial year ended 31 December 2021 as well as assets (prior to eliminations and adjustments) of AED 46,401 million as at 31 December 2021, representing 13.5 per cent., 66.6 per cent. and 72 per cent., respectively, of the Group's revenue, EBITDA and assets (prior to eliminations and adjustments) as at and for the year ended 31 December 2021.

Majid Al Futtaim Properties had revenue of AED 3,489 million and EBITDA of AED 2,342 million in the financial year ended 31 December 2020 as well as assets (prior to eliminations and adjustments) of AED 42,174 million as at 31 December 2020, representing 10.6 per cent., 62.3 per cent. and 68.2 per cent., respectively, of the Group's revenue, EBITDA and assets (prior to eliminations and adjustments) as at and for the year ended 31 December 2020.

Strategy

Majid Al Futtaim Properties' strategy is primarily focused on the development and operation of its shopping malls within the MENA region. This is done as its core business through developing different product types: (a) super-regional shopping malls (malls with over 100,000 square metres of GLA); (b) regional shopping malls (malls with between 60,000 and 100,000 square metres of GLA); (c) community malls (malls with between 20,000 and 60,000 square metres of GLA); and (d) neighbourhood community malls (malls with less than 20,000 square metres of GLA).

In furtherance of this strategy, Majid Al Futtaim Properties expects to continue to build a network of malls covering differing catchment areas in selected cities in which it believes it can achieve a dominant position and/or capture unique market opportunities and aims to continue to develop hotels and undertake mixed-use projects preferably where there are clear synergistic benefits to the Group's core shopping mall business. In relation to its hotel developments, Majid Al Futtaim Properties' strategy is to outsource the day-to-day operational management of the hotels to specialist hotel management companies, such as Accor, Hilton, Kempinski and Marriott. Majid Al Futtaim Properties' strategy is to expand in the core markets of UAE and Oman, as well as to strategize its entry into key-growth markets within the MENA region.

Majid Al Futtaim Properties intends to prioritise its future capital expenditures on existing and new markets, utilising existing land owned by it, new land acquisition where practicable and through joint ventures where it can secure development and asset management agreements. It also expects to realise value through the sale of non-strategic properties within its land bank and to provide development, management, and other shopping centre related services to third parties where this generates knowledge or other benefits to its existing shopping malls and provided it can ensure that reputational and conflict risks are properly controlled. Wherever possible, Majid Al Futtaim Properties intends to add value to its non-strategic land, for example through planning approvals, prior to its sale.

Competitive advantages

Majid Al Futtaim Properties believes that its competitive advantages include:

- **established track record and reputation:** Majid Al Futtaim Properties' first mall, City Centre Deira, was opened in November 1995. As at 31 December 2021, Majid Al Futtaim Properties owned and operated 29 shopping malls in Bahrain, Egypt, Lebanon, Oman and the UAE (including 5 neighbourhood community malls held in joint ventures), including its flagship mall, the Mall of the Emirates in Dubai, which was opened in 2005 and had an annual footfall of approximately 180.9 million in 2021. As at 31 December 2021, the average occupancy rates of Majid Al Futtaim Properties' shopping mall portfolio was around 90 per cent. Majid Al Futtaim Properties believes that this track record, along with its established reputation, give it a significant competitive advantage in attracting consumers and customers (tenants) both to its existing and future shopping malls;

- **locations:** in the countries and markets in which it operates, Majid Al Futtaim Properties' operations are located in prime locations with established and growing catchment areas. Majid Al Futtaim Properties focuses internal resources on constantly developing and improving the relevance of its shopping malls within its target markets;

- **in-house expertise:** Majid Al Futtaim Properties benefits from having integrated development, project management, asset management and mall management teams. Majid Al Futtaim Properties outsources on-site project management and construction activities to reputable firms and construction contractors with which it has established relationships;

- **alliances and partnerships:** through its alliance with Majid Al Futtaim Retail (i.e. the Carrefour franchisee) and its established relationships with a number of regional retail franchise groups, Majid Al Futtaim Properties is able to secure a strong tenant base for each of its shopping malls (see "*Risk Factors – Risks Relating to Majid Al Futtaim Properties – Majid Al Futtaim Properties' rental revenues depend upon its ability to find tenants for its shopping malls and offices and the ability of such tenants to fulfil their lease obligations as well as on Majid Al Futtaim Properties achieving an optimal tenant mix for its shopping malls. In addition, Majid Al Futtaim Properties is exposed to tenant concentration*"); and

- **unique leisure offers:** through its collaboration with Majid Al Futtaim LEC, Majid Al Futtaim Properties' super-regional shopping malls are each able to provide a unique leisure offering to their customers. These offerings comprise Dreamscape, iFly, Little Explorers, Ski Dubai and Ski Egypt. Majid Al Futtaim Properties' regional and community shopping malls benefit from other leisure and entertainment facilities such as cinemas and 'Family Entertainment Centres' ("**FECs**"), in each case where appropriate to the shopping mall concerned.

Project development model

Majid Al Futtaim Properties has three asset creation functions, namely business development, project development and project management, which are responsible for conceptualising, sourcing, developing and delivering projects for each of the six business units (the SMBU, the SMDBU, the Hotels Business Unit, the Communities Business Unit, the Project Management Center of Excellent unit and the Corporate unit). The business development function pursues project opportunities and assesses their feasibility prior to acquisition. The project development function is responsible for producing business plans, detailed master plans and concept designs for each project. The project management function manages project construction with the goal of delivering projects on time, in scope and within budget.

All development projects undertaken by Majid Al Futtaim Properties follow a rigorous standard operating process designed to ensure consistent oversight and that all development projects are executed in line with overall Group strategy, represent economically sound investments which add shareholder value and are able to be funded. Majid Al Futtaim Properties' project development model is a nine-stage process which is followed for all asset classes. The expertise of Majid Al Futtaim Properties' business development and project development functions is utilised at each step of the process. The nine-stage process is set out in more detail below.

Stage 1: Sourcing, due diligence and land acquisition

The first of the nine stages principally involves potential site identification and the preparation and approval of a due diligence scope and budget for each potential development site. Target markets and geographies are identified within Majid Al Futtaim Properties' strategic priorities which are approved by senior management in line with Majid Al Futtaim Properties' strategic plan.

Stage 2: Land purchase and outline master plan

During this stage, a high-level feasibility study is undertaken. This seeks to identify the potential options for the project and key success criteria. Additional due diligence is undertaken, including background market research by internal and external research providers (including current and projected population and household numbers in the catchment area, any current and potential future competitors, potential tenant interest and any environmental or other material factors affecting the site concerned), traffic assessment (including ease of accessibility) and financial criteria such as indicative land, construction and other development costs, as well as possible financing strategies. This research is updated at each later stage of the project. Exit options are also identified for any non-strategic assets and approval by both senior management and the Board of Majid Al Futtaim Properties is required before the identified land is purchased and the next stage can commence. Majid Al Futtaim Properties prefers to acquire 100 per cent. ownership of its properties and to develop its assets itself, but will enter into joint ventures where appropriate, for example as a result of legal restrictions on foreign ownership in some of the countries in which it operates. Key considerations for entering into a joint venture agreement include property location, identity of the joint venture partner and clarity of land ownership as well as control over development and operations. Although it has not done so to date, Majid Al Futtaim Properties will also consider acquiring existing companies or properties where economically attractive to do so. When constructing a new shopping mall, Majid Al Futtaim Properties seeks to purchase sufficient land to allow for future expansion projects and may also seek to plan the development in stages (see "*Risk Factors – Risks Relating to Majid Al Futtaim Properties – The success of Majid Al Futtaim Properties' business strategy and profitability depends upon its ability to locate and acquire or lease land suitable for development at attractive prices*").

Stage 3: Master plan approval and development budget

During this stage, the proposed structure of the project is identified and the high-level feasibility study is developed into an indicative business and financial plan and more detailed success criteria (such as cash yield, internal rates of return, payback and net present value) are developed and analysed together with benchmarking and sensitivities, with a view to establishing a clear understanding of the financial, resourcing and risk implications of the proposed project. A financing strategy is also formulated at this stage. In the case of a new shopping mall project, the proposed merchandising mix is identified and for all new projects any necessary statutory approvals are applied for and obtained. Approval by the project control group is required for the key elements of this stage. The project control group is comprised of:

- the CEO and Head of Finance of each business unit;
- the head of development and project management divisions;
- the project's specific developments directors, project manager and asset manager;
- the country head and country representative; and
- the representatives of specialist functions (such as leasing, marketing and finance) (the "**Project Control Group**").

Stage 4: Concept design

During this stage, a detailed business plan is prepared. Financial assumptions (including revenues, costs, financing, taxation and discount rates as well as revenue assumptions) are clearly identified and updated at each later stage of the project. Based on the approved financing strategy (approved in the previous stage), funding proposals are sought from third parties, a preliminary leasing (or mixed-use sales) plan is prepared and a project development brief containing all relevant data in relation to the proposed project is presented to the Project Control Group for approval.

Stage 5: Schematic design

During this stage, a scheme design and planning report is prepared with a view to achieving a high level of confidence that the proposed project can meet or exceed its objectives. The purpose of the scheme design and planning report is to allow a commitment to be made on detailed design and procurement, and to secure lease commitments from anchor tenants in the case of shopping malls. The detailed business plan is revised in the light of any new information and the financing strategy and preliminary leasing or sales plans are also finalised and approved. In the case of a new shopping mall project, commitments from anchor tenants are sought at this stage and in the case of a new hotel project, management agreements (both for technical services and hotel management) are entered into at this stage, whilst in the case of residential and office projects, off-plan sales reservations are commenced. Qualified contractors are identified and pre-qualification activity is undertaken. Approval by the Project Control Group is required for the key elements of this stage.

Stage 6: Detailed design

During this stage, a detailed design, procurement and construction report is prepared and any required funding is negotiated and secured in accordance with the approved financing strategy and further pre-leasing and off-plan sales reservations are undertaken. Typically projects are funded with a combination of debt and equity financing. Additionally the project development team seeks to ensure flexibility in the construction costs and commitments to minimise potential exit costs in the event of a significant adverse change in the feasibility of a project. Detailed designs are finalised, tenders are undertaken and any required building permits are obtained at this stage. The business plan is finalised and investment indicators are further revised in the light of any new information. Approval by the Project Control Group is required for the key elements of this stage.

Stage 7: Main construction contract award

During this stage, the business plan is finalised. A tender report is prepared summarising the outcome of the tender process and recommending proposed contractors. The main construction contractor is appointed and enabling works and any necessary site preparation commence, although, in the case of a new shopping mall project, historically this has taken place once tenants have been secured for about 50 per cent. of the GLA (or in the case of residential or office developments, a 50 per cent. off-plan sales reservation target is achieved). Approval by the Project Control Group is required for the key elements of this stage.

Stage 8: Construction

During this stage, construction is undertaken in accordance with the detailed designs prepared. The costs, time and associated construction risks are closely monitored throughout this stage with a view to achieving handover on time, within scope and budget. During this stage, in the case of a new shopping mall project the leasing process continues and space is allocated within the shopping mall to committed tenants. In the case of residential and office developments, further sales reservations are undertaken and staged payments are collected from clients under contracted agreements. Approval by the Project Control Group is required for the key elements of this stage and any adverse construction or project results such as cost overruns are referred to the Board of Majid Al Futtaim Properties.

Stage 9: Project completion

During this stage, post-completion evaluations are conducted for each project at the first and third year following delivery.

The development of a new project, from concept to completion, typically averages between four and seven years depending on asset class. In the case of shopping malls, the first three stages set out above typically take between one to two years and account for around 15 to 20 per cent. of the total project investment. Each of the fourth and fifth stages and the sixth and seventh stages described above typically takes between six months and one year to complete and accounts for around 5 per cent. of the total project investment. The final two stages typically take between two and three years to complete and account for approximately 70 to 75 per cent. of the total project investment.

Shopping Malls Business Units (SMBU and SMDBU)

As at 31 December 2021, the SMBU owned and operated 29 shopping malls with a GLA of approximately 1,784,569 square metres, including 5 neighbourhood community malls held in joint ventures Combined, the portfolio of malls attracted 145.5 million visitors in 2020 and 180.9 million visitors in 2021. As at and for the year ended 31 December 2021, SMBU and SMDBU together generated revenues of AED 3,392 million and EBITDA of AED 2,495 million and its assets were AED 37,024 million.

In 2020, the SMDBU completed one community mall (Matajer Al Musalla (5,459 square metres)) and two re-development projects (City Centre Deira (2,400 square metres food hall and 28,000 square metres related to re-merchandising works) and City Centre Alexandria (14,330 square metres)). In 2021, the SMDBU completed two super-regional shopping malls (Mall of Oman with a GLA of approximately 137,127 square metres and City Centre Al Zahia, with a GLA of approximately 135,678 square metres) and Mall of the Emirates re-development/initiative project. As at 31 December 2021, the SMDBU had one additional development and three re-development or expansion projects at various stages of planning, design or construction. Along with new developments and expansions, Majid Al Futtaim Properties also undertakes enhancement and upgrades of existing assets on a continuous basis.

Shopping malls are classified in terms of their size and type. Each shopping mall is designed to have large anchor stores and various leisure amenities, including entertainment facilities and food and beverage facilities (such as food courts, fast food and speciality restaurants). Where feasible, Majid Al Futtaim Properties seeks to maximise the synergies across Group businesses in new shopping mall developments (for example, Carrefour hypermarkets operated by Majid Al Futtaim Retail as the food retail anchor store, entertainment facilities such as cinemas or Magic Planet centres operated by Majid Al Futtaim LEC, and facilities management services operated by Enova Facilities Management Services LLC.

The SMDBU seeks to maintain a balanced portfolio of shopping malls, ensuring that it has the right mix of super-regional, regional, community and neighbourhood malls and that the format it chooses to develop in a particular location will be attractive to its potential customer and consumer base. The SMDBU strategically locates its shopping mall destinations close to residential areas to attract local residents with the convenience of shopping close to home. The potential customer base is expanded when, in line with the Group's overall strategy, the Hotels Business Unit and, where relevant, the Communities Business Unit develop hotels or residential properties close to the shopping malls.

The design and type of shopping malls are based on the profile of the relevant catchment area. For example, the SMDBU has to date focused on super-regional malls in growing urban communities or tourism markets such as Dubai, Bahrain, Egypt and Saudi Arabia, and plans to focus on developing community and regional malls in other markets. In addition, the mix of retail outlets is based on the SMBU's and SMDBU's understanding of the consumer preferences of local shoppers and, where appropriate, regional and international tourists within the particular area. This is done with the aim of ensuring an attractive mix of international brands, national retailers and leading local retailers. Market research is performed to evaluate trends, to segment the market and to benchmark against competitors.

The SMBU and SMDBU have strong relationships with key retail franchise groups which control a number of major brands in different countries. Depending on the size and consumer profile of a particular shopping mall, the SMBU will contract with one or more of these retail franchise groups as well as local retailers to establish a selection of retail brands within the shopping mall. In addition, the SMDBU endeavours to cater to the expansion strategies of its tenants by offering them retail space in a variety of preferred locations in a number of its developments. At the same time, the SMBU seeks to increase its footfall across the region by leveraging the increased recognition and popularity of its tenants.

Shopping malls in operation as at 31 December 2021

The following table shows the year opened, occupancy rate (for 2021), footfall (for 2021 and 2020), retail GLA (for 2021), tenant sales per square metre (for 2021 and 2020) and the mall valuation (for 2021 and 2020) for each of the 29 shopping malls in operation as at 31 December 2021:

	Year Opened	Occupancy*	Footfall (31 December 2021)	Footfall (31 December 2020)	Gross Leasable Area*	Tenant Sales/m^2 (31 December 2021)*	Tenant Sales/m^2 (31 December 2020)*	Mall Valuation (31 December 2021)	Mall Valuation (31 December 2020)
		(%)	*(millions)*		*(sq m)*	*(AED per sq m)*		*(AED millions)*	
Super-Regional Malls									
Mall of the Emirates, Dubai, UAE	2005	94%	37.0	28.2	252,204	36,988	25,645	14,098.3	13,509.6
City Centre Mirdif, Dubai, UAE	2010	91%	17.6	15.2	193,218	17,731	15,037	4,558.3	4,865.1
City Centre Bahrain, Bahrain	2008	95%	9.3	8.2	152,571	11,283	9,385	2,044.4	2,066.5
City Centre Deira, Dubai, UAE	1995	96%	15.0	12.6	119,625	17,879	14,667	3,097.7	3,038.7
Mall of Egypt, Cairo, Egypt	2017	93%	11.5	9.4	158,290	6,277	4,787	1,381.9	1,197.0
City Centre Almaza, Egypt	2019	95%	12.0	8.0	100,925	8,931	5,713	1,197.3	891.0
City Centre Al Zahia, Sharjah, UAE	2021	74%	5.9	-	135,678	3,857	-	1,534.2	-
Mall of Oman, Muscat, Oman	2021	63%	1.9	-	137,127	812	-	790.2	-
Regional and Community Malls									
City Centre Alexandria, Alexandria, Egypt	2003	100%	11.6	9.1	62,033	13,291	10,810	884.5	643.4
City Centre Muscat, Muscat, Oman	2001	99%	7.1	6.2	67,952	16,560	15,162	1,028.3	1,024.8
City Centre Sharjah, Sharjah, UAE	2001	94%	8.5	8.0	50,525	15,032	14,351	584.6	602.4
City Centre Maadi, Cairo, Egypt	2002	99%	6.8	4.9	28,114	20,171	18,410	322.4	273.6
City Centre Ajman, Ajman, UAE	1998	95%	7.2	7.0	55,191	15,443	14,988	938.5	812.5
City Centre Qurum, Qurum, Oman	2008	99%	2.2	2.2	24,346	10,350	11,101	134.6	157.4
City Centre Fujairah, Fujairah, UAE	2012	95%	2.6	2.2	34,090	10,333	9,550	367.2	349.9
City Centre Beirut, Beirut, Lebanon	2013	84%	4.2	5.0	59,823	3,620	9,403	17.9	88.3
My City Centre Nasseriya, Sharjah, UAE	2014	97%	1.1	1.3	5,222	5,093	5,226	27.5	27.2
Matajer Al Juraina, Sharjah, UAE**	2012	96%	1.6	1.7	8,849	14,870	15,205	164.1	165.2
Matajer Al Quoz, Sharjah, UAE**	2011	100%	1.8	1.4	3,086	23,758	24,130	51.7	43.6
Matajer Al Mirgab, Sharjah, UAE**	2012	86%	1.1	0.8	4,608	5,364	5,220	28.4	27.6
Matajer Al Khan, Sharjah, UAE**	2012	100%	1.1	1.1	1,808	20,600	23,341	20.8	20.7
City Centre Me'Aisem, Dubai, UAE	2015	99%	3.4	2.9	23,322	16,167	17,721	241.3	232.0
City Centre Shindagha, Dubai, UAE	2016	89%	4.0	4.0	22,633	10,738	10,515	28.9	58.1
My City Centre Al Barsha, Dubai, UAE	2016	81%	1.3	1.1	3,645	16,769	16,559	52.2	53.3
My City Centre Al Dhait, Ras Al Khaimah, UAE	2018	73%	0.4	0.4	5,342	3,174	4,190	28.7	31.0
My City Centre Sur, Sur, Oman	2018	97%	1.6	1.5	16,247	5,416	6,176	70.3	68.0
City Centre Sohar, Sohar, Oman	2019	92%	1.8	1.5	35,126	4,115	3,617	199.5	176.4
My City Centre Masdar, Abu Dhabi, UAE	2019	83%	0.9	1.1	18,071	6,726	7,149	157.6	145.0
Matajer Al Musalla, Sharjah, UAE**	2020	61%	0.4	0.5	4,900	4,878	3,033	23.4	23.2
Total		**90%**	**180.9**	**145.5**	**1,784,569**	**14,269**	**13,316**	**34,074.70**	**30,591.5**

* Retail GLA only.
** The footfall and tenant sales now available for the Matajer malls.

- *City Centre Deira, Dubai, UAE:* Opened in November 1995. This was Majid Al Futtaim Properties' first mall development. Located next to, and directly linked to, the "City Centre Deira" metro station with a GLA of 119,625 square metres and 320 tenants as at 31 December 2021 and 15 million visitors in 2021 (2020: 12.6 million), the mall's entertainment offer includes a VOX cinema complex with the largest cinema screen in the region. Re-development work comprising of re-merchandising (including an anchor tenant), the introduction of a food hall with outdoor seating, and an upgrade of the car park was completed in September 2020.

- *Mall of the Emirates, Dubai, UAE:* Opened in 2005. Third-level expansion opened in 2015 with a new flagship VOX cinema complex, innovative food and beverage concepts and retailers (including first Apple store in the region) operating over 23,000 square metres of additional leasable area. Located next to, and directly linked to, the "Mall of the Emirates" metro station and with a GLA of 252,204 square metres and 525 tenants as at 31 December 2021 and 37 million visitors in 2021 (2020: 28.2 million), the mall includes the largest Carrefour hypermarket in the Middle East. The unique leisure offering in the mall includes a 24-screen VOX cinema complex, Magic Planet entertainment centre, Dreamscape (which is a virtual reality experience) and Ski Dubai.

- *City Centre Bahrain, Bahrain:* Opened in September 2008. This was the first integrated shopping, leisure and entertainment complex in Bahrain. With a GLA of 152,571 square metres and 332 tenants as at 31 December 2021 and 9.3 million visitors in 2021 (2020: 8.2 million), the mall's unique leisure offering includes the largest cinema complex in the Middle East and a Magic Planet entertainment centre.

- *City Centre Mirdif, Dubai, UAE:* Opened in March 2010. This was the first mall in the Middle East to achieve the Gold Rating for Leadership in Energy and Environmental Design ("**LEED**"), the sustainability rating system developed by the U.S. Green Building Council. With a GLA of 193,218 square metres and 445 tenants as at 31 December 2021 and 17.6 million visitors in 2021 (2020: 15.2 million), the mall's unique leisure offering includes iFly (a simulated sky-diving experience) and Little Explorers (an educational adventure for children). Expansions of the car park and cinema were both completed in 2018.

- *Mall of Egypt, Cairo, Egypt:* Opened in March 2017. The mall is located in West Cairo, with a GLA of 158,290 square metres and 356 tenants as at 31 December 2021 and 11.5 million visitors in 2021 (2020: 9.4 million). The mall comprises several shopping services, including a Carrefour hypermarket, along with a multi-screen VOX cinema and various dining options. The mall's unique leisure offering includes Ski Egypt and Little Explorers (an educational adventure for children).

- *City Centre Almaza, Egypt:* Opened in September 2019. The mall is located in East Cairo, with a GLA of 100,925 square metres and 258 tenants as at 31 December 2021 and 12 million visitors in 2021 (2020: 8.0 million). The mall comprises several shopping services, including a Carrefour hypermarket, along with a multi-screen VOX cinema and various dining options. The mall's unique leisure offering includes a Magic Planet entertainment centre.

- *City Centre Al Zahia, Sharjah, UAE:* Opened in March 2021. With a GLA of approximately 135,678 square metres and 363 tenants as at 31 December 2021 and 5.9 million visitors in 2021. This super-regional mall is located in Sharjah on Sheikh Mohamed bin Zayed Road, the main artery connecting all the Emirates. It includes a VOX cinema, an FEC (comprising a Magic Planet) and a Carrefour hypermarket.

- *Mall of Oman, Muscat, Oman:* Opened in September 2021. This super-regional mall has a GLA of approximately 137,127 square metres and 341 tenants as at 31 December 2021 and 1.9 million visitors in 2021. The mall will be anchored by a Carrefour hypermarket and includes a snow park, VOX cinema and a Magic Planet entertainment centre. It is the Group's first "Mall of" project to be awarded the prestigious LEED Platinum Certification.

Shopping malls under development

As at 31 December 2021, in addition to the SMBU's portfolio of operating shopping malls, the SMDBU had one additional development at an early stage of planning.

Mall of Saudi, Riyadh, Saudi Arabia: Groundwork on this super-regional mall in Riyadh began in November 2021. The mall is planned to have a GLA of approximately 300,000 square metres. It will include VOX cinemas and a Magic Planet entertainment centre, in addition to a Carrefour hypermarket. Land has been acquired for this mall.

Along with new developments and expansions, Majid Al Futtaim Properties also undertakes enhancement and upgrades of existing assets on a continuous basis.

Marketing

The SMBU and the SMDBU have a de-centralised marketing structure within the regions, as well as a cross-regional marketing hub that drives strategy, consistency, efficiency and excellence across the Group's various geographies and assets. Marketing is targeted at both retailers (as existing and potential tenants) and end-consumers. The principal marketing activities include, but are not limited to, brand building, internal and external communication, advertising, media buying, loyalty programmes, digital marketing, tactical promotions and sustainability.

The Group's shopping malls have won numerous awards, which most recently included:

- Silver Award in the Best Shopping Mall category at the 2020 Retail and Leisure International's 2020 RLI Awards (City Centre Almaza for its mall opening);
- First place the government of Bahrain's contest hosted by the Capital Governorate for the best decorated building during 2021 Bahrain National Day (City Centre Bahrain);
- Silver Award in NOI Enhancement: Marketing/Sponsorship category at the 2021 MECSC Awards (Mall of the Emirates for "The World's Largest Banksy Experience").
- Silver Award in NOI Enhancement: Marketing/Sponsorship category at the 2021 MECSC Awards (City Centre Bahrain for Outdoors Festival).
- Silver Award in NOI Enhancement: Marketing/Sponsorship category at the 2021 MECSC Awards (City Centre Zahia for Creative & Unique Revenue Streams).
- Silver Award in NOI Enhancement: Marketing/Sponsorship category at the 2021 MECSC Awards (Mall of Egypt for Padel Courts).
- Silver Award in NOI Enhancement: Marketing/Sponsorship category at the 2021 MECSC Awards (City Centre Maadi for The Outlet Avenue).
- Silver Award in NOI Enhancement: Marketing/Sponsorship category at the 2021 MECSC Awards (MAF Egypt malls for Value Partnership).
- Gold Award in Traditional Marketing: Advertising category at the 2021 MECSC Awards (City Centre Almaza Launch Campaign – Kolo Henak).
- Gold Award in Traditional Marketing: Grand Opening, Expansion & Renovation category at the 2021 MECSC Awards (Grand Launch of City Centre Al Zahia).
- Gold Award in Traditional Marketing: Grand Opening, Expansion & Renovation category at the 2021 MECSC Awards (City Centre Almaza)
- Gold Award in Traditional Marketing: New/Emerging Technology category at the 2021 MECSC Awards (City Centre Deira Tribute to Pop Hologram Concert).
- Gold Award in Traditional Marketing: Public Relations category at the 2021 MECSC Awards (City Centre Mirdiff Cosmotel, The Glam Bot).
- Gold Award in Traditional Marketing: Public Relations category at the 2021 MECSC Awards (The World's Largest Banksy Experience at Mall of the Emirates).

- Gold Award in Traditional Marketing: Sales Promotion and Events category at the 2021 MECSC Awards (Space Jam Live at City Centre Mirdiff).

Lease arrangements

Majid Al Futtaim Properties enters into lease agreements with its retail tenants, the duration of which varies by tenant, and typically commences negotiations regarding the renewal of lease agreements approximately six months prior to the expiration of a lease agreement. The lease terms for anchor tenants typically do not exceed 10 years (except MAF Group companies, which typically have lease terms of between 10 and 20 years), for major tenants from between five to 10 years and for line stores from between one to five years. Lease terms across the Group's malls as at 31 December 2021 ranged from 1 to 10 years. Maximum lease terms are 20 years. Majid Al Futtaim Properties also enters into leases of one year or less for tenants operating counters, carts, kiosks and mall media in each mall. Under the terms of the lease agreements, some major tenants have a restrictive clause preventing them from opening a competing store within a defined radius. In addition, tenants typically do not have the right to rescind their lease agreements except in limited cases and Majid Al Futtaim Properties has the right to rescind certain line tenants' lease agreements in the event they do not achieve certain sales thresholds.

The fit-out of individual stores is the responsibility of the tenant subject to approval by Majid Al Futtaim Properties. Tenants are also responsible for all repairs and maintenance to their leased area over the lease period and must vacate the premises at the end of the lease period as found prior to fit-out.

Lease rental fees contain a number of fixed elements linked to the area of floor space under lease, along with a variable rent element calculated based on the tenant's gross sales. In the event that 90 per cent. of the variable rent is higher than the contracted rent for leases where variable rent applies, the variable rent is converted to the base rent at the start of the next lease year. Each lease is negotiated separately and there is no set formula for rents applied across all tenants.

Some jurisdictions in which Majid Al Futtaim Properties has shopping malls (notably the UAE) have passed laws which limit Majid Al Futtaim Properties' flexibility to increase the rentals paid in those jurisdictions (see "*Risk Factors – Risks Relating to the Group – The countries in which the Group operates may introduce new laws and regulations that adversely affect the way in which the Group is able to conduct its businesses*").

Competition

According to the 2021 Group Financial Statements and the publicly available financial statements of Majid Al Futtaim Properties' main competitors, Majid Al Futtaim Properties is one of the largest shopping mall destination developers in the MENA region with regards to total asset size. However, it still faces competition from a number of real estate developers in each of the markets in which it operates. The principal competitor in the UAE, the Group's main market, is the Emaar Group ("**Emaar**"), which opened its first shopping mall in Dubai (The Dubai Mall) in November 2008. As at the date of this Prospectus (and on the basis of publicly available information as at the date of this Prospectus), Emaar has launched a number of expansions to its flagship asset, The Dubai Mall. In addition, Emaar is in the process of developing a number of retail projects, including additional re-development works at The Dubai Mall. Emaar has also opened Dubai Hills mall in February 2022. Nakheel Properties is also expanding its portfolio in Dubai (with its latest project being the Palm Mall, which was launched in the last quarter of 2019) and is expected to open multiple mall projects in the coming years. In recent years, non-traditional competition is also emerging, primarily from the Meraas Group (specialising in lifestyle themed malls and open air, food and beverage centric centres). Other notable competitors across the region include the Mabanee Group, the Al Hokair Group and the Al Futtaim Group.

Hotels Business Unit

The Hotels Business Unit focuses on maximising the value of existing hotels and the development of new hotels located on or adjacent to Majid Al Futtaim Properties' shopping malls. The Hotels Business Unit currently owns 13 hotels, 11 of which are in the UAE and 2 are in Bahrain.

The Hotels Business Unit's business model is to asset manage third party international hotel management companies. The Hotels Business Unit currently uses four international hotel management companies, namely Accor, Hilton, Kempinski and Marriott. The Hotels Business Unit enters into management agreements with the hotel management companies to provide each hotel with a brand, experienced international management and access to global distribution systems and customer networks.

Operating hotels

The table below sets out certain information as at 31 December 2021 on the Hotels Business Unit's operating hotels.

Property	**Location**	**Total Keys**	**Star Rating**	**Average Daily Rate**[1]	**Occupancy**[2]	**RevPAR**[3]
				(AED)	*(%)*	*(AED)*
Pullman City Centre Hotel	Dubai	317	5	349	67	232
Pullman City Centre Residences	Dubai	131	5	433	92	399
Kempinski Mall of the Emirates	Dubai	392	5	1,295	54	705
Novotel City Centre Deira	Dubai	188	4	238	73	174
IBIS City Centre Deira	Dubai	365	3	176	65	114
IBIS Mall of the Emirates	Dubai	204	2	184	72	133
Novotel Suite Mall of the Emirates	Dubai	180	3	238	75	178
IBIS Al Rigga	Dubai	280	3	168	77	129
Sheraton Mall of the Emirates	Dubai	481	5	612	61	375
Westin City Centre Bahrain	Bahrain	200	5	632	58	364
Le Meridien City Centre Bahrain	Bahrain	260	5	516	23	120
Hilton Garden Inn Mall of the Emirates	Dubai	370	4	238	70	166
Aloft City Centre Deira	Dubai	304	4	256	74	190

(1) Average daily rate refers to the average room rate charged by a hotel over a given period.
(2) Occupancy refers to the percentage of a hotel's rooms that are occupied over a given period.
(3) RevPAR (revenue per available room) is calculated by multiplying the average daily rate by the occupancy rate over a given period.

- *Pullman City Centre Hotel and Residences, Dubai:* The Pullman City Centre Hotel and Residences offers two distinct types of accommodation: hotel rooms and fully furnished apartments. The 317 key 5-star hotel has been operating since March 1998 and is managed by Accor. A major refurbishment and renovation programme of the Pullman City Centre Hotel was substantially completed in 2012. The Pullman City Centre Hotel includes a lounge, outdoor pool, food and beverage venues, gym and spa. The Pullman City Centre Residence, which opened in April 1998 and completed a major refurbishment in November 2015, offers 131 fully-furnished and serviced studios, one and two bedroom apartments.

- *Kempinski Mall of the Emirates, Dubai:* The Kempinski Mall of the Emirates, Kempinski's first hotel in Dubai, is located on Sheikh Zayed Road, at the front of the Mall of the Emirates. The hotel began operating in April 2006 and, since January 2008, the hotel has been operating with a full inventory of 392 keys, including deluxe rooms, suites, Aspen chalets and business suites with private board rooms, some of which enjoy views over Ski Dubai. The Kempinski Mall of the Emirates includes a wellness spa, fitness centre, swimming pool and tennis court. The hotel features a number of restaurants and bars. The hotel was refurbished between 2013 and 2016, including all rooms, public areas and food and beverage outlets.

- *Novotel City Centre Deira and IBIS City Centre Deira, Dubai:* The Novotel City Centre Deira and IBIS City Centre Deira both opened for business in November 2008 and are managed by Accor. These properties are both located in close proximity to the City Centre Deira shopping mall. This hotel cluster comprises the Hotels Business Unit's first budget/midscale hotels. The Novotel offers 188 keys as well as international and regional restaurants, fully-licensed bars and an outdoor swimming pool. The IBIS offers 365 keys, a bistro restaurant and a bar.

- *IBIS Mall of the Emirates and Novotel Suite Mall of the Emirates, Dubai:* The IBIS Mall of the Emirates and Novotel Suite Mall of the Emirates both opened for business in June 2009 and are managed by Accor. These properties are both located in close proximity to the Mall of the Emirates. The hotel has 204 keys, a restaurant, a café, two bars and a gym. The Novotel Suite has 180 residence keys, a restaurant, bar, 24 hour Deli Boutique, a swimming pool, a fully-equipped gym and a Carrefour market.

- *IBIS Al Rigga, Dubai:* The IBIS Al Rigga opened for business in March 2010. This stand-alone budget hotel, which is managed by Accor, offers 280 keys, a café, bar and a fitness centre.

- *Sheraton Mall of the Emirates, Dubai:* The Sheraton Mall of the Emirates Hotel (formerly Pullman Mall of the Emirates) was constructed adjacent to the extension of the Mall of the Emirates and opened for business in September 2010. Since 1 February 2013, this hotel has been managed by Sheraton and offers 481 keys and features two restaurants (one of which is leased), one café, three bars (one of which is leased) and extensive meeting facilities. Majid Al Futtaim Properties changed the operator of the former Pullman Mall of the Emirates to Sheraton Mall of the Emirates Hotel under a management agreement with Marriott at the beginning of 2013.

- *Westin City Centre Bahrain and Le Meridien City Centre Bahrain:* The Westin City Centre Bahrain is a five star hotel constructed adjacent to the City Centre Bahrain shopping mall and opened for business in September 2011. Since July 2014 this hotel has been managed by Westin and offers 200 keys and features three restaurants, a bar, spa and extensive meeting facilities. The Le Meridien City Centre Bahrain opened for business in March 2013. This five star hotel is adjacent to the City Centre Bahrain shopping mall, offering a total of 260 keys. In July 2014, Majid Al Futtaim Properties converted these two hotels to the Westin City Centre Bahrain (managed by Westin) and Le Meridien City Centre Bahrain (managed by Marriott), replacing the Kempinski Grand and Kempinski Ixir hotels.

- *Hilton Garden Inn Mall of the Emirates, Dubai:* Hilton Garden Inn Mall of the Emirates opened in December 2015. The hotel features 370 guest rooms, two restaurants (one of which is leased), café, bar, room service, 24-hour convenience shop and 124 square metres of event space. It is the first LEED Gold hotel by Majid Al Futtaim in Dubai and is the second largest Hilton Garden Inn in the world and the largest outside of America.

- *Aloft City Centre, Deira, Dubai:* The Aloft City Centre Deira Hotel in Dubai opened in June 2018. This four star hotel is directly connected to the City Centre Deira shopping mall and offers 304 keys.

Management agreements

Majid Al Futtaim Properties has entered into the following agreements for the management of its hotels:

- *Management agreements with Accor:* Under individual management agreements, Majid Al Futtaim Properties has appointed Accor S.A. to operate and manage some of its hotels located in Dubai. The dates of such management agreements are as follows: (a) for Novotel City Centre Deira and IBIS City Centre Deira, 20 December 2006; (b) for IBIS Al Rigga, 25 January 2007; (c) for IBIS Mall of the Emirates and Novotel Suite Mall of the Emirates, 20 December 2006; and (d) for Pullman City Centre Hotel and Residences, 1 March 2009. Accor S.A. is entitled to receive the following fees in accordance with the terms of these management agreements: (i) basic management fee; (ii) licence fee; (iii) incentive management fee; and (iv) reservation fee.

- *Management agreements with Hilton:* Under a management agreement dated 4 May 2014, Hilton was appointed to manage and operate the Hilton Garden Inn Mall of the Emirates. Hilton is entitled to receive the following fees in accordance with the terms of this management agreement: (a) development services fee for the services provided by Hilton during the development stage of the hotel; (b) reservation fee; (c) licence fee; (d) management fee; and (e) group services and benefits charge.

- *Management agreements with Kempinski:* Under the terms of a management agreement dated 23 December 2003, Kempinski was appointed as the exclusive operator and manager of the Kempinski Mall of the Emirates. Kempinski is entitled to receive the following fees in accordance with the terms of this management agreement: (a) incentive fee; (b) central services fee; (c) marketing cost contribution; and (d) royalty.

- *Management agreements with Marriott:* Under individual management agreements, Majid Al Futtaim Properties appointed Starwood EAME License and Services Company BVBA ("**Starwood**") to operate and manage some of its hotels located in Dubai and Bahrain. Under a management agreement dated 29 November 2012, Starwood was appointed to manage and operate the Sheraton Mall of the Emirates and is entitled to receive the following fees in accordance with the terms of the above agreement: (a) base fee; (b) incentive fee; (c) licence fee; and (d) centralised service charges. Under a management agreement dated 24 March 2014, Starwood was appointed to manage and operate two hotels in Bahrain, Westin City Centre Bahrain and Le Meridien City Centre Bahrain, and is entitled to receive the following fees in accordance with the terms of the above agreement: (i) base fee; (ii) incentive fee; (iii) licence fee; and (iv) centralised services charge. Under a management agreement dated 31 March 2015, Starwood was appointed to manage and operate Aloft City Centre Deira and is entitled to receive the following fees in accordance with the terms of the above agreement: (1) base fee; (2) incentive fee; (3) licence fee; and (4) centralised services charge. With effect from 23 September 2016, Starwood merged with Marriott and Majid Al Futtaim Properties' management agreements with Starwood were transferred to Marriott.

Marketing

Pursuant to the terms of the management agreements with Accor, Hilton, Kempinski and Marriott, each relevant manager is responsible for all marketing activities related to the hotels they manage.

Competition

The hotels managed by the Hotels Business Unit face competition from a number of existing hotel operators and developers in the region as well as new market entrants. Hotel supply in Dubai is expected to increase by 4.7 per cent. by 2022, as compared to the pre-pandemic base year of 2020 (from 124,000 keys to 137,331 keys) and strong tourism rebound is also expected. The Group expects tourist arrivals in the UAE to rise by nearly 60 per cent. in 2022.[5]

Communities Business Unit

The Communities Business Unit was established to develop sites containing a mix of residential and commercial properties throughout the MENA region. The Communities Business Unit is also responsible for managing Majid Al Futtaim Properties' portfolio of three office buildings in Dubai. The Communities Business Unit is currently involved in developing a mixed-use joint venture in Lebanon and is the joint venture partner with the Governments of Oman and Sharjah for two further master-planned communities as described below.

Waterfront City, Beirut, Lebanon

The Group has invested in a 50/50 joint venture with a Lebanese company, Joseph G. Khoury Holdings & Fils S.A.L. The joint venture owns around 193,700 square metres of reclaimed land surrounding a marina located in Dbayyeh, 15 kilometres north of central Beirut in Lebanon. The mixed-use development, called Waterfront City, will be completed by the joint venture in a number of phases.

The first phase included the development of 388 residential units along with 48 retail units, food and beverage outlets and other retail outlets directly overlooking the marina, in addition to an indoor and outdoor gym of 4,561 square metres. Phase 1 was launched in July 2011, its construction started in 2012 and handover was completed in 2018.

The second phase was launched in May 2013 and consists of 282 residential units and nine retail units aimed at broadening the depth of the products on offer. Construction started in April 2015 and all units have been handed over.

Phase 3 includes the development of the business park with 12 low rise buildings and a retail component, separated in two super plots each of six buildings. The sale of inventory continued in 2021 and all remaining 10 units were sold for U.S.$19 million. 480 families are now situated in Waterfront City and 93 per cent. of the four business park building units have been handed over. The balance of the two business park buildings, both of which were distributed in the form of a dividend to the joint venture partners, has been subject to a delay due to shortages of material and work stoppages; completion is now expected by September 2022. All other contractor disputes and claims are now settled and closed.

[5] *Source*: https://str.com/data-insights/news/press-releases (accessed 1 April 2022).

A proposal to initiate the leasing of urban retail has been presented to the joint venture partners. To activate the retail element, investment is required for additional staff, tenant contributions, and expanded common areas. The joint venture partners will need to commit to additional funding. However, due to the current unstable situation in the country, leasing activities might be delayed.

Al Mouj, Muscat, Oman

Located in Muscat, the capital city of Oman, Al Mouj Muscat is a mixed-use development project occupying a total area of 2.5 million square metres along over six kilometres of natural beach. Al Mouj Muscat is being developed as a joint venture between the Oman-based Waterfront Investments, Oman National Investments Development Company, representing the Omani pension funds, and Majid Al Futtaim Properties, which holds 50 per cent. of the joint venture entity called Al Mouj Muscat SAOC ("**Al Mouj JV**"). Al Mouj JV has been established as an independent joint venture that has its own employees and operations, with Majid Al Futtaim Properties having 50 per cent. voting powers and representation on the board. Al Mouj Muscat launched in 2006 and, as at 31 December 2021, had sold 2,920 units out of a total of 6,516 units planned for the project. Al Mouj JV does not require funding from Majid Al Futtaim Properties and is financed independently, including through the receipt of advance cash payments for the sale of units which are currently being used to finance construction of further development work.

Al Zahia and Matajer, Sharjah Holding, UAE

Located in close proximity to Sharjah University City, Sharjah International Airport, SAIF Zone and the major road links to Dubai and the Northern Emirates, Al Zahia is an integrated mixed-use community, featuring a range of villas, apartments and commercial units. Al Zahia is being developed under Sharjah Holding, a 50/50 joint venture between the Government of Sharjah and Majid Al Futtaim Properties.

Phase 1 of the development was completed and handed over in 2014. Phase 2, comprising 197 villas, was completed in December 2016. The handover in respect of Phase 2 commenced in 2016 and was completed in the second quarter of 2017. Additionally, Phase 3, comprising 224 villas and 342 garden apartments, was launched in the first quarter of 2015 and was completed in 2017. Phase 4, comprising 289 units, was launched in the second quarter of 2017 and was completed in 2021 with handovers ongoing. Uptown 1024 apartments and Yasmeen comprising 204 town-houses and villas launched in 2017 and 2019, respectively, and construction is currently in progress. Uptown A is expected to be handed over in the first quarter of 2023 and Uptown B in is expected to be handed over in the third quarter of 2023. Yasmeen A is expected to be handed over in the third quarter of 2022 and Yasmeen B in the second quarter of 2022. Furthermore, Orchid, comprising 108 single family plots, was launched in 2019 and handovers are in progress.

In addition to Al Zahia, Sharjah Holding is developing a range of Matajer community shopping malls in the Emirate of Sharjah. As at 31 December 2021, Sharjah Holding owned and operated five Matajer malls with a GLA of over 23,250 square metres.

Tilal al Ghaf, Dubai, UAE

Tilal Al Ghaf is the Group's flagship mixed-use community project located in Hessa Street, Dubai. Tilal Al Ghaf offers luxury resort-like living around a recreational lagoon with sandy white beaches. The community features high-quality villas, town houses and retail units. Tilal Al Ghaf, through the introduction of innovative product design and by following a carefully crafted sales and marketing strategy, managed to capture a significant market share over a short period of time from dominant developers in the Dubai real estate market. As at the date of this Prospectus, there have been eight successful launches since January 2020; Elan I, II, III, Harmony I, II, III, Aura & Aura Gardens comprising 2,479 residential units. 98 per cent. of the total launched units were sold by December 2021. Projected completion and handover of the Elan 300 units will be by December 2022. A construction contract has been awarded for Harmony I, II, III and works commenced in the third quarter of 2021.

Other property

In addition to the properties described above, the Communities Business Unit is responsible for the development of land, which is designated as investment property with no immediate construction plan or planned sales to third parties. Majid Al Futtaim Properties has not yet initiated the project development phase for these properties, and therefore, appropriate Board approvals have not yet been received and financing has not yet been secured for the development of these projects.

In addition to its land bank held for development, the Communities Business Unit is responsible for managing Majid Al Futtaim Properties' portfolio of three office buildings in Dubai, which are fully or partially occupied by the Group and the remainder is leased to third parties.

Project Management Center of Excellence unit

The Project Management Center of Excellence unit provides advisory, project delivery and management services to the SMBU, SMDBU, Hotels Business Unit and the Communities Business Unit.

Corporate unit

The Corporate unit provides corporate support services to the business units of the Group.

Investments in Joint Ventures

Majid Al Futtaim Properties investments in joint ventures comprise:

ENOVA by VEOLIA

"ENOVA by VEOLIA" (previously known as Majid Al Futtaim Dalkia Middle East LLC ("**Majid Al Futtaim Dalkia**")) is a joint venture established in 2002 between Majid Al Futtaim Ventures and Dalkia, a subsidiary of Veolia Environment, in which Majid Al Futtaim Properties owns 51 per cent. of the shares. In December 2009, the joint venture agreement with Majid Al Futtaim Dalkia (now known as ENOVA by VEOLIA) was amended to reflect the contribution by Majid Al Futtaim Dalkia to the joint venture of related businesses in Bahrain and Saudi Arabia. In return, Majid Al Futtaim Ventures ceded management control of the joint venture to Majid Al Futtaim Dalkia and, whilst retaining its 51 per cent. shareholding, accounted for the joint venture as an associate.

ENOVA by VEOLIA provides solutions designed to optimise the costs involved in managing the energy infrastructure in shopping centres, offices, leisure complexes, hotels, hospitals, universities, airports and any other commercial, industrial, residential or public buildings. Approximately 65 per cent. of ENOVA by VEOLIA's revenue for the financial year ended 31 December 2021 and approximately 53 per cent. of its revenue for the financial year ended 31 December 2020 came from charges to non-Group companies.

During the course of 2021, the Group transferred Majid Al Futtaim Ventures' ownership interest in ENOVA by VEOLIA to Majid Al Futtaim Properties.

MAJID AL FUTTAIM RETAIL

Overview

The Group first introduced the hypermarket model to the Middle East in 1995 under a partnership with Promodes S.A. ("**Promodes**") using the brand "Continent". A joint venture agreement with Promodes established Majid Al Futtaim Hypermarkets, a joint venture company 75 per cent. owned by the Group and 25 per cent. owned by Promodes. In 2000, Promodes merged with Carrefour and the joint venture agreement was updated and amended. Over the past 40 years, France's Carrefour group has grown to become one of the world's leading distribution groups. As the world's second-largest retailer and the largest in Europe (according to the Carrefour website), the Carrefour group currently operates four main grocery store formats: hypermarkets, supermarkets, hard discount and convenience stores. In May 2013, Majid Al Futtaim Holding entered into an agreement with Carrefour France SA whereby Majid Al Futtaim Holding acquired Carrefour France SA's 25 per cent. interest in Majid Al Futtaim Hypermarkets and further agreed to extend the franchise agreement in place between the two parties until 2025 (see "*Description of the Group – Majid Al Futtaim Retail – Agreements with Carrefour*" for more detail).

Pursuant to the franchise agreement with Carrefour, Majid Al Futtaim Hypermarkets currently has the right to establish Carrefour stores in over 30 countries predominantly in the Middle East, Africa and Asia regions. The franchise agreement was extended in June 2013 to expand Majid Al Futtaim Hypermarkets' use of the Carrefour brand into new jurisdictions and in new formats (see "*Description of the Group – Majid Al Futtaim Retail – Agreements with Carrefour*"). As at 31 December 2021, Majid Al Futtaim Retail had expanded the Carrefour concept across the UAE and into Armenia, Bahrain, Egypt, Georgia, Iraq, Jordan, Kenya, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Uganda and Uzbekistan. Following the extension of the franchise agreement in June 2013, Majid Al Futtaim Retail has the ability to expand the

Carrefour concept into new jurisdictions, predominantly across Africa and Asia. As at 31 December 2021, Majid Al Futtaim Retail operated 1 Carrefour hypermarkets and 288 Carrefour supermarkets as well as an online store (principally selling light and heavy household goods and grocery for delivery within Armenia, Bahrain, Egypt, Georgia, Iraq, Jordan, Kenya, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, the UAE and Uganda).

Majid Al Futtaim Retail initially opened Carrefour supermarkets in 2007 on a trial basis in the UAE in an attempt to take advantage of its large store network and the regional suburban demand for smaller stores allowing easier access to the local population. Majid Al Futtaim Retail has rolled out the new format in three sizes, ranging from approximately 500 square metres to 2,500 square metres, depending on factors including target product range, population density and catchment area. The Carrefour supermarkets focus mainly on food products, with food sales contributing approximately 94 per cent. of total sales per year.

Majid Al Futtaim Retail's workforce of more than 35,300 employees processed almost 243 million transactions at its Carrefour stores in 2021, resulting in sales of AED 26,299 million for the year (excluding fees and commissions which amounted to AED 23,889 million). The following map shows the location of Majid Al Futtaim Retail's Carrefour hypermarkets and supermarkets as at 31 December 2021:

Country	Popul.(M)	Hypers	Supers
Armenia	3.0		3
Bahrain	1.5	9	4
Egypt	102.3	16	41
Georgia	4.0	2	37
Iraq	40.2	4	2
Jordan	10.2	6	43
Kenya	53.8	7	2
Kuwait	4.3	3	5
Lebanon	6.8	3	3
Oman	4.6	12	3
Pakistan	220.9	7	2
Qatar	2.7	5	5
Saudi	36.8	18	2
UAE	9.2	33	75
Uganda	46.4	1	
Uzbekistan	33.4		1
Total	580.0	126	228

With effect from 1 July 2017, Majid Al Futtaim Retail acquired Retail Arabia B.S.C. from BMA International E.C. As a result, Majid Al Futtaim Retail acquired 25 Geant hypermarkets and supermarkets in the UAE, Kuwait and Bahrain as well as four Gulfmart supermarkets in Bahrain.

Majid Al Futtaim Retail had revenue of AED 26,304 million and EBITDA of AED 1,447 million during the financial year ended 31 December 2021 as well as assets (prior to eliminations and adjustments) of AED 12,605 million as at 31 December 2021, representing 81.5 per cent., 37.0 per cent. and 19.6 per cent., respectively, of the Group's revenue, EBITDA and assets (prior to eliminations and adjustments) as at and for the financial year ended 31 December 2021.

Majid Al Futtaim Retail had revenue of AED 27,979 million and EBITDA of AED 1,631 million during the financial year ended 31 December 2020 as well as assets (prior to eliminations and adjustments) of AED 12,118 million as at 31 December 2020, representing 85.9 per cent., 43.4 per cent, and 19.6 per cent., respectively, of the Group's revenue, EBITDA and assets (prior to eliminations and adjustments) as at and for the financial year ended 31 December 2020.

The following graph shows the number of hypermarkets Majid Al Futtaim Retail has had in operation year-on-year since 1995:

Strategy

Majid Al Futtaim Retail aims to reinforce Carrefour's leading position as the retailer of choice for consumers throughout the MENA region. Majid Al Futtaim Retail also aims to provide the most competitive offerings for its customers by effectively utilising its negotiation and purchasing power to create an attractive customer shopping experience, while maintaining stable commercial margins.

Majid Al Futtaim Retail intends to continue to focus on the hypermarket format (with an average of 8,000 square metres of selling space) and smaller store formats to fill market gaps (see "*Description of the Group – Majid Al Futtaim Retail – Store rollout and development strategy*"). Majid Al Futtaim Retail is also focused on further developing private-label products in conjunction with Carrefour and increasing the proportion of such products in its sales mix.

In order to further enhance the Group's customer experience, Majid Al Futtaim Retail has been developing the "omni-channel" solution, providing customers with online options for food and non-food categories, unlimited access to the full range of products through in-store tablets, various home delivery options and mobile payment solutions. Majid Al Futtaim Retail's ultimate aim is to be as prominently present in the "omni-channel" market as its physical store presence across its geographies of operation.

Finally, management believes that Majid Al Futtaim Retail's growth, coupled with its strong relationship with Carrefour, will allow it to take advantage of Carrefour's reputation internationally and further improve its purchasing power from international suppliers.

The advent of EXPO 2020 Dubai in 2022 further contributed to positive business and consumer sentiment. With over 10 million visits at the end of January 2022, EXPO 2020 has been a catalyst for growth in the region, driving increases in hotel occupancy and residential real-estate prices.In 2021, Majid Al Futtaim Retail launched the region's first check-out free store, Carrefour City+. The store, located in Mall of the Emirates, Dubai, provides a fast, seamless and contactless experience using cutting-edge artificial intelligence technology.

Furthering the Group's commitment to its sustainability agenda, Carrefour opened it's first BIO store in the UAE, supporting healthier lifestyle choices and featuring an in-store hydroponic farm.

In May 2022, the Group and Binance signed a strategic partnership to co-operate on a number of blockchain projects and initiatives, including the listing of non-fungible tokens (NFTs) on Binance's marketplace, the creation of a digital wallet infrastructure to hold virtual assets from multiple platforms and the integration of "Binance Pay" into Majid Al Futtaim Retail's payment mechanisms. The partnership will allow the Group's customers across the MENA region to purchase goods and services using virtual assets, at the Group's various retail locations.

Agreements with Carrefour

In 1995, the Group entered into a joint venture agreement with Promodes, now part of the Carrefour group, creating Majid Al Futtaim Hypermarkets, which was initially 75 per cent. owned by Majid Al Futtaim Retail. Pursuant to a separate franchise agreement, Majid Al Futtaim Hypermarkets initially became the exclusive franchisee of Carrefour for 15 countries in the MENA region – Bahrain, Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Oman, Pakistan, Qatar, Saudi Arabia, Syria, UAE and Yemen. Under the terms of the franchise agreement, Carrefour provides trade signs, operating procedures and know-how (particularly in relation to hypermarket design, quality, health and safety standards and administration), assistance in supply chain management as well as access to product sourcing networks and training. In addition Carrefour is responsible for the sourcing of its private-label products, "Carrefour" and "N1".

On 31 May 2011, the management of each of Majid Al Futtaim Retail and Carrefour agreed to the extension of the franchise agreement between Majid Al Futtaim Hypermarkets and Carrefour to four countries – Armenia, Azerbaijan, Georgia and Kazakhstan. An amended franchise agreement reflecting these arrangements was entered into on 6 July 2011.

Majid Al Futtaim Holding entered into an agreement dated 22 May 2013 with Carrefour France SA (the "**Sale and Purchase Agreement**") whereby Majid Al Futtaim Holding acquired Carrefour France SA's 25 per cent. ownership interest in Majid Al Futtaim Hypermarkets for a consideration of AED 2,555 million (the "**Acquisition**"). The Acquisition became effective on 25 June 2013.

The Acquisition did not have a material impact on the financial position of the Group as Majid Al Futtaim Hypermarkets was, prior to completion of the Acquisition, a fully consolidated subsidiary of Majid Al Futtaim Holding for accounting purposes, save that, as the purchase consideration was higher than 25 per cent. of the net assets of Majid Al Futtaim Hypermarkets, the Acquisition resulted in a reduction in shareholders' equity in accordance with IFRS of approximately AED 2.1 billion on a Group consolidated basis. The impact of such reduction was substantially offset by an issuance of hybrid bonds, the proceeds of which were used to refinance the indebtedness incurred to finance the purchase price for the Acquisition and the hybrid bonds received full equity accounting treatment in accordance with IFRS.

In addition, Majid Al Futtaim Hypermarkets and Carrefour France SA have agreed to extend the franchise agreement currently in place between the two parties. The revised franchise agreement extends Majid Al Futtaim Hypermarkets' use of the Carrefour brand name until 2025 and provides Majid Al Futtaim Hypermarkets with the opportunity to expand its use of the Carrefour brand into new jurisdictions (predominantly in Africa and in certain jurisdictions within Asia) and in new formats (such as, for example, in relation to convenience stores and cash-and-carries) across the regions in which the Group currently operates.

Majid Al Futtaim Retail has agreed, for the duration of the franchise agreement, not to utilise any know-how gained in the operation of independent hypermarkets or supermarkets and is not permitted to sell the products of any of Carrefour's competitors.

Carrefour charges Majid Al Futtaim Retail a franchise fee based on sales made. Majid Al Futtaim Retail is responsible for the day-to-day operation of each store, seeking approval from Carrefour for new store openings and new country entry.

Current operations

Jurisdiction	**First Entry into Jurisdiction**	**Number of hypermarkets as at 31 December 2021**	**Number of supermarkets as at 31 December 2021**
UAE	1995	34	82
Oman	2001	14	2
Pakistan	2009	7	2
Bahrain	2008	9	4
Armenia	2015	0	9
Egypt	2002	16	45
Jordan	2006	6	47
Kuwait	2007	3	6
Lebanon	2013	3	4
Kenya	2016	7	9
Saudi Arabia	2004	19	5
Qatar	2000	5	5
Iraq	2012	4	2
Georgia	2012	4	58
Uganda	2019	2	4
Uzbekistan	2020	2	4
Total		**135**	**288**

During 2017, Majid Al Futtaim Retail closed its hypermarket in Kazakhstan (which was opened in 2016).

Development pipeline

Majid Al Futtaim Retail plans to open 8 Carrefour hypermarkets and 61 Carrefour supermarkets in 2022.

Operational leases

Majid Al Futtaim Retail currently leases the properties at which it operates Carrefour stores. Properties are leased from both Majid Al Futtaim Properties and, if applicable in order to gain quicker access to a target market, third-parties, including third-party shopping mall developers. As at 31 December 2021, 21 hypermarkets and four supermarkets were leased from Majid Al Futtaim Properties, with the remaining 113 hypermarkets and 285 supermarkets leased from third parties.

It takes approximately six months for Majid Al Futtaim Retail to open a new hypermarket from the point at which the store is handed over and, in the case of hypermarkets located in shopping malls, it can take up to two and a half years to develop the mall in which the hypermarket is to be located from the point at which Majid Al Futtaim Retail commits to lease the store. In the case of supermarkets, it takes around four months to carry out refurbishment works and around two months to obtain necessary licences and approvals. Majid Al Futtaim Retail prefers to lease sites for its Carrefour stores to ensure a faster time to market and to expedite the return on its investment. However, Majid Al Futtaim Retail will consider other options, such as owning a limited number of properties or leasing land and constructing a store, where it determines that it is more commercially viable to do so.

Majid Al Futtaim Retail aims to maintain long-term lease agreements (typically with terms of approximately 20 years for hypermarkets and approximately 10 years for supermarkets). As at 31 December 2021, the average lease period for its hypermarkets was approximately 20 years and for its supermarkets was approximately 10 years. Under most of the lease agreements, Majid Al Futtaim Retail has a conditional right to renew the lease subject to agreement on lease terms and retains termination rights at certain points during the lease.

Majid Al Futtaim Retail undertakes refurbishment of its hypermarkets approximately every seven to 10 years. In addition, store managers are responsible for reviewing and analysing inventory turnover and consumer trends, in order to plan potential changes to the store layout.

Store rollout and development strategy

Majid Al Futtaim Retail has created a development team to oversee the rollout of its Carrefour store network. The development team has representatives covering the countries in which Majid Al Futtaim Retail traditionally operates. Development within the new countries is managed by the corporate office development team with local management support. These development teams identify store location opportunities and negotiate with local suppliers and are supported by Majid Al Futtaim Retail country managers who are present in all countries of the region.

When rolling out a new store, the local development teams (under the supervision and with the support of the head office development team) are responsible for sourcing suitable real estate, negotiating lease or purchase agreements, conducting tenders for construction and installation services, store design and store launch. They also co-ordinate contacts with the external parties involved in the rollout process such as real estate agents, licensing authorities, lawyers and construction companies. There is a close dialogue between the regional teams and the Majid Al Futtaim Retail corporate office, although significant responsibility is given to the regional teams to facilitate efficient decision making. However, all important decisions require the involvement of the corporate office development team and Majid Al Futtaim Retail's legal and finance departments and significant financial commitments require approval by Majid Al Futtaim Retail's CEO or Board, depending on the size of the commitment.

Majid Al Futtaim Retail Board approval is required prior to entering into a new store project and a new geographical market. When considering a new geography, the corporate office development team first seeks to identify appropriate locations and conducts all necessary diligence to estimate future sales for each proposed site. Based on the results of the diligence, the development team prepares a feasibility study which, among other matters, considers the financial criteria that are required to be met (including: (a) a positive net present value of the expected cash flows from the investment for the period of the lease; and (b) an internal rate of return and return on capital employed in excess of the country hurdle rate set by Majid Al Futtaim Retail). Majid Al Futtaim Retail evaluates potential store feasibility based on projected cash flows for the proposed lease period, which depend on factors such as current population, catchment area, customer access to the hypermarket, potential rate of urbanisation and existing and planned competing properties. The feasibility study is approved by the Investment Committee (which comprises the CEO, Head of Development, Chief Operating Officer, CFO and General Counsel) and submitted to the Majid Al Futtaim Retail Board for final approval. Projects for supermarkets involving capital expenditure of less than AED 10 million are approved by Majid Al Futtaim Retail's CEO, otherwise such projects are approved by Majid Al Futtaim Retail's Board.

Following completion of a development, an annual review process for each store is conducted. Among other matters, results to date, the latest five-year plan and a conservative projection to cover the full lease period are considered. The return and profitability key performance indicators are compared with those identified at the initial project approval stage and the results of each review are presented to the Majid Al Futtaim Retail Board.

Typically, Majid Al Futtaim Retail's Carrefour hypermarkets are the anchor tenants of choice for Majid Al Futtaim Properties' shopping mall developments. However, Carrefour hypermarkets and supermarkets are also located outside Majid Al Futtaim Properties shopping malls in order to support the expected growth of Majid Al Futtaim Retail.

Product range and quality control

Product range

Majid Al Futtaim Retail's Carrefour hypermarkets stock five categories of products: consumer goods, fresh food, light household, textile and heavy household goods. Consumer goods are all food products excluding fresh produce; fresh food goods are fresh produce; light household goods are non-food household products falling outside the heavy household category; textile goods are principally clothing and linen merchandise; and heavy household goods consist of large appliances and electronic goods. For the year ended 31 December 2021, food products and non-food products accounted for 72 per cent. and 28 per cent., respectively, of Majid Al Futtaim Retail's total sales.

Depending on the size of the individual store, Majid Al Futtaim Retail's Carrefour hypermarkets stock between 35,000 and 45,000 stock keeping units ("**SKUs**") per store. The SKUs stocked in a particular store include mandatory items selected centrally by the relevant country head office sourcing team and products chosen locally by the store's management to ensure the range of products offered is adapted to suit local tastes. As a result, the range of products varies from store-to-store, depending on preferences within a local catchment area, including various ethnic groups' needs.

Majid Al Futtaim Retail's merchandise strategy is aimed at standardising its range of products and optimising its ability to satisfy customer preferences. Based on monthly analyses of results and other relevant data (including competition data, loyalty data and periodic customer feedback), it sets objectives and modifies parameters, including store layout, range and price. Individual stores are then charged with adjusting accordingly the mix of products, prices, products on promotion and the location of products within the store.

A portion of Carrefour hypermarkets' SKUs are private label brands. The private label brands developed by Carrefour include "N1", "Carrefour" and "reflects de France". Majid Al Futtaim Retail intends to increase the proportion of the private label items in its sale mix.

Majid Al Futtaim Retail develops private label brand products in partnership with Carrefour, identifying product specifications based on consumer preferences. All of the private label products must adhere to the Carrefour group's strict quality standards, and Majid Al Futtaim Retail and Carrefour work together to ensure quality control.

Quality control

Majid Al Futtaim Retail has implemented an audit control system for its market goods and private label items. The audit control system covers staff training and audits of suppliers, stores and products across all countries where Majid Al Futtaim Retail has operations. Majid Al Futtaim Retail has appointed several companies to perform audits according to targets set by its management team. As at the date of this Prospectus, approximately 51 per cent. of Majid Al Futtaim Retail's hypermarkets have received Hazard Analysis and Critical Control Points ("**HACCP**") certification or an equivalent ISO certification. The stores without HACCP certification are new and are in the process of gaining such certification, which is a time-consuming process. HACCP is a systematic preventive approach to food safety that addresses physical, chemical and biological hazards as a means of prevention rather than finished product inspection. HACCP is used in the food industry to identify potential food safety hazards, so that key actions can be taken to reduce or eliminate the risk of the hazards being realised. The system is used at all stages of food production and preparation processes.

Supply chain, procurement, inventory and distribution

Supply chain and procurement

Majid Al Futtaim Retail uses Carrefour's sourcing network in East Asia and Europe to source products for its Carrefour private label brands and for limited non-food items, allowing Majid Al Futtaim Retail to leverage Carrefour's own purchasing power. Majid Al Futtaim Retail uses its own logistics network in Asia and Europe to deliver from the source to the relevant countries (taking advantage of the Carrefour carriers conditions and volumes).

For all other products, Majid Al Futtaim Retail's central procurement team is responsible for producing an annual list of preferred suppliers by product category. These suppliers are ranked based on performance using benchmarking reports. In order to keep the supplier list relevant and manageable, the central procurement team considers the range required for each product type, the best possible quality for each product type and the target selling price. If a certain product line has not been selling well, the number of suppliers listed will be reduced to reflect the reduced demand or only those suppliers that offer goods at the right quality with competitive prices will be listed. Individual store managers can suggest potential new suppliers to the central sourcing and procurement department. However, the final decision on whether to add a proposed supplier to the list is taken centrally.

The majority of supplier contracts are negotiated and entered into at the country local level based on the supplier list. Negotiations and execution of supplier contracts with certain key suppliers are carried out by the central sourcing team. These suppliers tend to provide key local and imported branded products which are sold in large quantities across all regions allowing Majid Al Futtaim Retail to secure favourable terms due to its purchasing power (see "*Description of the Group – Majid Al Futtaim Retail – Rebates and supplier benefits*").

Majid Al Futtaim Retail prefers local (country-level) producers but is also focused on increasing volumes of direct imports from the source (instead of imports through intermediaries) and aims to thereby improve the trade conditions and purchase prices. In 2013, Majid Al Futtaim Retail set up a trading company in Hong Kong, China, with the intention of targeting the private label product of the food and non-food departments.

Inventory

Inventory management is a store-managed process. Store requirements are assessed at each individual store and orders are placed directly with suppliers. Order quantities are based on a minimum order level set for each SKU and an order is raised automatically once this minimum quantity has been triggered in-store. All purchase orders are sent automatically to suppliers through the electronic system.

Physical inventory counts are performed for all stores every three to six months (depending on the country in which the store is located), with sections counted on a rotational basis in between as well. Certain high value items at greater risk of theft are counted weekly or monthly. Majid Al Futtaim Retail uses the same inventory system used by Carrefour in its hypermarkets for managing store inventory. When goods arrive, the inventory system is automatically updated and Majid Al Futtaim Retail's accounting system captures invoices upon receipt. Inventory days in Majid Al Futtaim Retail's Carrefour hypermarkets have remained relatively constant over the three years to 31 December 2021.

Distribution

Deliveries are predominantly made directly to stores and the logistical costs of transport are usually borne by the distributor but included within the purchase cost price. A small proportion of purchases are delivered to distribution centres managed by third party logistics providers before distribution to stores. These goods tend to be centrally purchased imported goods and private label products. The third-party central warehouse facilities also provide storage space for Carrefour supermarkets due to the limited storage capacity available at each supermarket.

Rebates and supplier benefits

Due to its increased market share across each region as its store portfolio expands, Majid Al Futtaim Retail can increase its purchasing volumes and, as a result, secure rebates and other supplier benefits from both its local distributors and its brand suppliers. Majid Al Futtaim Retail negotiates a number of different types of rebates and other benefits with its suppliers, generally on an annual basis at a regional level, although negotiations with some of the larger branded importers are conducted centrally. Fixed rebates are obtained on a yearly basis based on an agreed fixed percentage of supplier turnover. Volume discounts are obtained on yearly purchase values by brand or supplier. Other types of benefits include fees charged to suppliers for promotional activities, displays, advertising space, new ranges and additional shelf space. Rebates and supplier benefits represent a significant driver of Majid Al Futtaim Retail's revenue. A portion of the rebate gains are reinvested in the business to allow Majid Al Futtaim Retail to maintain its price leadership.

Pricing policy

In line with Carrefour's pricing policy, Majid Al Futtaim Retail's business philosophy is to offer its customers the products they want at a competitive price. Management aims to keep prices below those of its competitors by leveraging its market share to achieve volume-based rebates on its supply orders.

The Majid Al Futtaim Retail corporate office sourcing team is responsible for setting prices for all items at the hypermarket and supermarket level.

To ensure its Carrefour hypermarket SKUs are priced competitively, Majid Al Futtaim Retail regularly monitors prices through third party service providers. Additional price surveys are carried out as needed by store clusters according to the competition context, for example in connection with entering a new market or the introduction of a new competitor to one of its existing markets.

Advertising and marketing

For Majid Al Futtaim Retail, customer growth is the most important aspect of sales growth and its marketing effort is, accordingly, focused towards this end. In addition to traditional newspaper, magazine, radio and television advertising, Majid Al Futtaim Retail delivers leaflets door-to-door to local households as well as extending the use of the internet, social media and mobile communication. Majid Al Futtaim Retail also conducts co-branded advertising whereby a supplier pays to promote new items or a range of products in conjunction with Majid Al Futtaim Retail.

Competition

Majid Al Futtaim Retail faces competition from international, regional and local retailers. The competition from international retailers is limited as the only major grocery retailer which has a multi-country and multi-store presence in the region where Majid Al Futtaim Retail operates is Carrefour, and the Group's contractual arrangements with Carrefour mean that it does not compete with Majid Al Futtaim Retail in the countries in which Majid Al Futtaim Retail operates.

Majid Al Futtaim Retail's main regional competitors (being those with a presence in a number of countries in which Majid Al Futtaim Retail operates) are Lulu (Emke Group), Spinneys, Panda (Savola Group) and the Sultan Centre while its main online retail competitors are Amazon and Noon. The Group believes that Majid Al Futtaim Retail faces moderate competition from these entities on a regional basis. Majid Al Futtaim Retail's local competitors vary depending on the country concerned and the level of competition from these competitors also varies in each country. Certain of the regional competitors are also local competitors, such as, Union Cooperative, Lulu and Spinneys in the UAE, Panda and Al Othaim in Saudi Arabia, Metro in Egypt, Al Meera in Qatar, Sameh Mall and the Sultan Centre in Jordan, and the Sultan Centre in Oman.

MAJID AL FUTTAIM LEC AND MAJID AL FUTTAIM LIFESTYLE

Overview

Prior to 1 January 2021, Majid Al Futtaim Ventures operated the Group's leisure and entertainment services as well as its lifestyle services. With effect from 1 January 2021, Majid Al Futtaim Ventures was restructured and its operations were segregated under two operational entities – Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle. As at the date of this Prospectus, Majid Al Futtaim Holding holds a 99 per cent. ownership interest in Majid Al Futtaim Lifestyle and will be expected to hold a 99 per cent. ownership interest in Majid Al Futtaim LEC once it is established (in each case, with the remaining 1 per cent. ownership interest held by another wholly-owned Group entity).

The Group's businesses operated by Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle are as follows:

Majid Al Futtaim LEC

- VOX cinemas, through Majid Al Futtaim Cinemas; and
- leisure and entertainment services, including Magic Planet, Yalla Bowling, Ski Dubai and Ski Egypt, Little Explorers and iFly, through Majid Al Futtaim Leisure and Entertainment.

Majid Al Futtaim Lifestyle

- fashion and home goods retailing and Lego stores.

Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle serve as the business segments through which the Group will seek to develop, in partnership with other international and regional businesses where appropriate, new retail and financial products and services that are designed to complement and leverage the success of the existing businesses of the Group.

The following table sets out details of the businesses operated by Majid Al Futtaim LEC as at 31 December 2021:

Business	**Date Established**	**% Contribution to Majid Al Futtaim LEC's Revenue**	**Majid Al Futtaim LEC's Ownership Share**
Majid Al Futtaim Cinemas....................................	1999	83%	99% Majid Al Futtaim Ventures 1% Majid Al Futtaim Holding
Majid Al Futtaim Leisure and Entertainment.........	1995	17%	99% Majid Al Futtaim Ventures 1% Majid Al Futtaim Holding

Majid Al Futtaim LEC - Majid Al Futtaim Cinemas

Majid Al Futtaim Cinemas was originally established in 1999 as a joint venture between Greater Union Holdings, a leading Australian international cinema, entertainment and leisure group, and Majid Al Futtaim Ventures. In 2010, Majid Al Futtaim Ventures acquired the 49 per cent. shareholding of its joint venture partner and became the sole owner of Majid Al Futtaim Cinemas. With effect from 1 January 2021, the operations of Majid Al Futtaim Cinemas were restructured to fall under the remit of Majid Al Futtaim LEC's business operations.

As at 31 December 2021, Majid Al Futtaim Cinemas operated 67 cinemas with a total of 607 screens across the MENA region under the brand "VOX cinemas". Each of the 607 auditoria features state-of-the-art sight and sound technology, digital projectors and stadium-style seating arrangements. Each cinema also has a candy bar offering a range of drinks and snacks and extended dining offerings.

Most of the cinemas are located in shopping malls, 18 of which are owned by Majid Al Futtaim Properties. Majid Al Futtaim Cinemas typically serves as a Group shopping mall anchor tenant in the super-regional malls where the cinema complex is generally located in close proximity to the unique leisure offering.

Majid Al Futtaim LEC's strategy in relation to Majid Al Futtaim Cinemas is to target growth through expansion outside the MENA region in the medium term as well as to upgrade the services offered, particularly in relation to seating and food and beverage.

In 2021, Majid Al Futtaim Cinemas opened 61 screens including the first hybrid cinema and FEC in the UAE. In addition, in 2021, Majid Al Futtaim Cinemas launched "CTRL", the first interactive movie experience in the UAE and Saudi Arabia.

During the year Majid Al Futtaim Cinemas announced a new distribution partnership with Warner Bros Pictures across the Middle East.

Majid Al Futtaim LEC - Majid Al Futtaim Leisure and Entertainment

With effect from 1 January 2021, the operations of Majid Al Futtaim Leisure and Entertainment were restructured to fall under the remit of Majid Al Futtaim LEC's business operations. Majid Al Futtaim Leisure and Entertainment offers leisure and entertainment facilities throughout the Middle East. These facilities are typically located in Group shopping malls to capitalise on existing high footfalls as well as to act as an attraction designed to increase the number of visitors to the shopping mall. Majid Al Futtaim Leisure and Entertainment's facilities include FECs and unique leisure offers ("**ULOs**"). Majid Al Futtaim

LEC's strategy in relation to Majid Al Futtaim Leisure and Entertainment is to continue to use it to strengthen its shopping malls and at the same time to focus on improving efficiency and reducing costs.

Family Entertainment Centres (FECs)

Majid Al Futtaim Leisure and Entertainment's FECs comprise Magic Planet sites and Yalla Bowling which serve as a Group shopping mall anchor tenant.

Magic Planet is a mall-based family entertainment destination. Magic Planet's 29 and 6 bowling entertainment centres, which range from 100 to 9,000 square metres, offer thrill rides, family rides, soft-play areas for children and video games for all ages. There are currently 18 Magic Planet centres in all the malls owned by Majid Al Futtaim Properties as well as in Kuwait Avenues (Kuwait), Cairo Festival City(Egypt), A1 Jimmi(A1 Ain), Enma (Bahrain), Burjuman (Dubai), Marina Mall (Abu Dhabi), Bahrain Avenues (Bahrain), Riyadh (Saudi Arabia), Riyadh Front (Saudi Arabia), Riyadh Park (Saudi Arabia), Lulu Atyaf, (Saudi Arabia), Jamea (Saudi Arabia), Unified Hail Strip Mall (Saudi Arabia), Al Qasr (Saudi Arabia) Unified Esplanade BO, Rakaa Jaber Plaza BO (Saudi Arabia), which are not owned by Majid Al Futtaim Properties. Magic Planet in Avenue (Bahrain) and The Avenues Mall (Kuwait) are also located in non-Majid Al Futtaim shopping malls and are essentially joint venture entities.

In addition, Majid Al Futtaim Leisure and Entertainment operates two Yalla Bowling centres which are located in Al Qasr Mall (Riyadh) (not owned by Majid Al Futtaim Properties) and City Centre Mirdif (Dubai) (owned by Majid Al Futtaim Properties).

Unique Leisure Offers

Majid Al Futtaim Leisure and Entertainment operates a number of indoor ULOs, which serve as important mall anchors to attract visitors to Majid Al Futtaim Properties' shopping malls.

The following table sets out the locations and ownership of the seven ULOs operated by Majid Al Futtaim Leisure and Entertainment as at 31 December 2021.

ULO	Locations	Ownership
Dreamscape	Mall of the Emirates (Dubai)	Majid Al Futtaim Leisure and Entertainment
iFly	City Centre Mirdif (Dubai)	Majid Al Futtaim Properties
Little Explorers	City Centre Mirdif (Dubai)	Majid Al Futtaim Properties
	Mall of Egypt (Cairo)	Majid Al Futtaim Properties
	Riyadh Park (Saudi Arabia)	Majid Al Futtaim Leisure and Entertainment
Ski Dubai	Mall of the Emirates (Dubai)	Majid Al Futtaim Properties
Ski Egypt	Mall of Egypt (Cairo)	Majid Al Futtaim Properties

Majid Al Futtaim Leisure and Entertainment's strategy in relation to ULOs is to continue to be the partner of choice for all new Majid Al Futtaim Properties shopping mall developments providing an anchor leisure attraction.

Snow Oman will be the largest and first indoor snow park in the newly opened Mall of Oman, spanning over 14,000 sqm. It is expected to open in October 2022.

Majid Al Futtaim Lifestyle

Majid Al Futtaim Fashion LLC was established in late 2005 and was a wholly-owned subsidiary of Majid Al Futtaim Ventures until 31 December 2020. In early 2022, Majid Al Futtaim Fashion LLC was restructured and changed its name to Majid Al Futtaim Lifestyle.

As at 31 December 2020, Majid Al Futtaim Lifestyle had 36 stores in Kuwait, Bahrain, Qatar, the UAE, Saudi Arabia and Oman and had the following brand partnerships/franchise agreements.

Brand	Entry into Partnership/Franchise Agreement	Sector
LEGO	2014*	Toys

Maisons du Monde	2017	Furniture and home goods
Crate and Barrel	2017	Furniture and home goods
All Saints		Fashion
Lululemon		Fashion
Abercrombie & Fitch		Fashion
Hollister		Fashion
Fashion for Less		Fashion
CB2		Furniture and home goods
THAT		Speciality Retail

* Originally entered into by Majid Al Futtaim Leisure and Entertainment and transferred to Majid Al Futtaim Fashion in January 2019.

During 2020, Majid Al Futtaim Fashion LLC (now Majid Al Futtaim Lifestyle) exited its joint venture with Monsoon and Accessorize, impacting 35 stores then under operation.

Majid Al Futtaim Lifestyle's strategy is to enhance the profitability of its fashion brands.

MAJID AL FUTTAIM GLOBAL SOLUTIONS

In 2021, Majid Al Futtaim Global Solutions completed its first year as a shared services hub for key support functions, including servicing finance, IT, human capital and procurement services across the Group. Through the course of the year, Majid Al Futtaim Global Solutions was focused on the consolidation and standardisation of processes and support services across the Group. It has continued to build capacity in its service delivery centres in Egypt, UAE and India with a number of key processes "going live" in the last quarter of 2021.

TREASURY AND INTERNAL AUDIT

The Group operates a centralised treasury with a view to benefiting from both internal and external economies of scale and core expertise as well as leveraging the Group's different business profiles.

The treasury function is principally responsible for the overall co-ordination of cash management (payments and operational cash management are managed at an individual business unit level), financing and financial risk management, with all Group borrowings being arranged by the treasury and approved by the Majid Al Futtaim Holding Board. The treasury function has a clear demarcation of responsibility between front, middle and back-office functions and its performance is measured by reference to a number of defined benchmarks in terms of capital structure and allocation, liquidity management, funding and investment, financial risk management and other areas.

Each operating company has an internal audit function in order to bring the audit function closer to the business and operational needs specific to each operating company. The prevailing methodology and approach have been maintained to ensure independent oversight and the implementation of strict corporate governance practices.

INFORMATION TECHNOLOGY

The Group utilises IT solutions for a variety of business functions, including financial reporting, supply chain management, project development and human resources. Each of the Group's operating subsidiaries uses software that is tailored to its particular business needs.

The Group does not currently have a separate disaster recovery site although disaster recovery procedures are in place at its data centre and designed to recover data and applications in a disaster scenario. The Group also implements anti-virus and other data security procedures.

HEALTH, SAFETY AND SECURITY

The Group's operating subsidiaries follow comprehensive fire and health and safety policies and procedures appropriate to their respective businesses. In particular, the Group's shopping malls are constructed to international standards, most of Majid Al Futtaim Retail's stores have received HACCP certification (as further described under "*Description of the Group – Majid Al Futtaim Retail – Product range and quality control – Quality control*") and all applicable health and safety regulations applicable to the Group's business are complied with.

LITIGATION

During 2010, a joint venture company that is 50 per cent. owned by the Group and 50 per cent. owned by a major UAE-based property development company became involved in arbitration proceedings under which the amount of AED 2,614 million is being claimed from the joint venture for non-payment of instalments of the purchase price of land which the joint venture company had agreed to purchase. This arbitration has been put on hold since the end of 2011. The Group has no indication if, and when, the arbitration will resume. If resumed, the Group does not believe that any arbitration ruling against the joint venture will result in financial liability for any other Group company. In addition to the above, Majid Al Futtaim Holding and its subsidiaries are involved from time to time in legal actions, often as the claimant, and most of which arise in the ordinary course of business.

INSURANCE

The Group has in place insurance coverage for all material aspects of its operations up to a level which management considers to be reasonable and comparable to or in excess of that of other companies operating in the sectors and markets in which the Group operates. The Group's major insurable risks are covered by insurance policies for property all risks (including business interruption), terrorism cover, cyber insurance and public liability. The Group will continue to seek to secure appropriate insurance coverage for these risks at commercially reasonable rates (see "*Risk Factors – Risks Relating to the Group – The Group may not be able to secure full insurance coverage for the risks associated with the operation of its businesses*").

MANAGEMENT AND EMPLOYEES

MANAGEMENT

Overview

The Group places considerable emphasis on governance and transparency within its operational framework and has voluntarily adopted the principles of the Combined Code on Corporate Governance for listed companies in the UK.

The Majid Al Futtaim Holding Board is responsible for: (a) determining overall strategic objectives and ensuring there are appropriate human and financial resources available to meet these objectives; (b) monitoring the performance of management against the strategic objectives and key performance indicators; (c) ensuring the establishment and operation of prudent and effective controls to assess and manage the risks associated with the operations of the business; and (d) setting and upholding the values and standards necessary to ensure that obligations to shareholders and other stakeholders including employees and, in appropriate cases, creditors are met.

Each of Majid Al Futtaim Properties, Majid Al Futtaim Retail, Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle has its own Board/management (as applicable) responsible for setting strategic goals and measuring the success of the business in achieving objectives and maintaining corporate accountability.

Independent non-executive chairmen have been appointed to the Majid Al Futtaim Properties and Majid Al Futtaim Retail Boards to define and allow for the implementation of separate and distinct roles for Majid Al Futtaim Holding's Chairman and CEO. This Board structure allows Majid Al Futtaim Holding's CEO to focus on his overriding responsibility of leading the executive management of the Group, while allowing the individual Boards and their management to focus on the increasingly complex and specialised demands of their respective businesses.

Each of the Group's Boards works closely together to review, recommend and approve projects, combining the expertise of the various businesses. To further this goal, Majid Al Futtaim Holding's CEO and at least one other member of the executive committee of Majid Al Futtaim Holding attend the board and management meetings (as applicable) of each of Majid Al Futtaim Properties, Majid Al Futtaim Retail, Majid Al Futtaim LEC and Majid Al Futtaim Lifestyle to ensure that the Group's strategy is implemented consistently.

Each Board undertakes a formal review process with a view to seeking continuous improvement in the Board's performance. Each review analyses the Board and any associated committee processes and their effectiveness, the relationships between non-executive and executive directors, information flows and other relevant information.

Majid Al Futtaim Holding Board

The Majid Al Futtaim Holding Board meets a minimum of four times annually and principally reviews the business performance of the operating companies as well as reports from both the internal and external audit functions. In late 2018, the Board was strengthened with the appointment of the Chairmen of Majid Al Futtaim Properties, Majid Al Futtaim Retail and Majid Al Futtaim LEC, thus ensuring overall alignment from a companywide perspective and that investment decisions and strategy are prioritised. The table below provides certain information in relation to the Majid Al Futtaim Holding's Board.

Name	Position	Year of Appointment
Sir Michael Rake	Chairman	2009
Mr. Alain Bejjani	CEO	2015
Mr. Tariq Al Futtaim	Director	2005
Mr. Ian Davis	Director	2012
Mr. Alan Keir	Director	2016
Mr. Victor Chu	Director	2017
Mr. Luc Vandevelde	Director	2018
Stuart Alan Ransom Rose, Baron Rose of Monewden	Director	2018
Mr. Philip Bowman	Director	2018

The business address of each director is Majid Al Futtaim Holding LLC, P.O. Box 91100, Dubai, UAE.

Sir Michael Rake – Chairman

Sir Michael Rake was appointed as Chairman of Majid Al Futtaim Holding on 1 July 2009. As at the date of this Prospectus, he is also a Chairman of Phoenix Global Services and NewDay Limited and a Director of S&P Global. Previous appointments include Chairman of BT Group, Chairman of KPMG International, Senior Partner at KPMG UK, and Chairman of KPMG Europe, President of the Confederation of British Industry (2013-2015) amongst many others.

Alain Bejjani – CEO

Mr. Alain Bejjani was appointed as CEO of Majid Al Futtaim Holding in February 2015. He was formerly the Chief Corporate Development and Brand Officer at Majid Al Futtaim Holding. He was previously the Vice President (Legal) at Majid Al Futtaim Properties (from 2006) and Head of Business Development at Majid Al Futtaim Properties (from 2009). Prior to this, Mr. Bejjani was Executive Vice-Chairman of the Investment Development Authority of Lebanon (IDAL) and a founding partner of a law firm. He serves on the board of directors for several of Majid Al Futtaim Properties' joint ventures including The Wave, Muscat, Waterfront City in Lebanon, The Emirates Egypt Malls Company and Sharjah Holding.

Tariq Al Futtaim

Mr. Tariq Al Futtaim joined the Majid Al Futtaim Holding Board in May 2005. He was appointed as Vice President when Majid Al Futtaim Holding was formed. As at the date of this Prospectus, he is the Chairman of the Majid Al Futtaim Foundation, a prominent charitable initiative founded by the President.

Ian Davis

Mr. Ian Davis joined the Majid Al Futtaim Holding Board with effect from 1 June 2012. As at the date of this Prospectus, he is the Chairman of Rolls Royce and an independent non-executive director of BP and Johnson & Johnson, Inc. and a senior adviser to Apax Partners LLP. Mr. Davis spent his early career at Bowater, moving to McKinsey & Company in 1979. He was managing partner of McKinsey's practice in the UK and Ireland from 1996 to 2003. From 2003 to 2009 he was McKinsey's Chairman and Worldwide Managing Director. During his career with the company, Mr Davis served as a consultant to a range of global organisations across the private, public and not-for-profit sectors.

Alan Keir

Mr. Alan Keir joined the Majid Al Futtaim Holding Board in September 2016. Mr. Keir is an experienced Chief Executive who has successfully led a range of large operations through significant challenges. He has a 30-year track record in a variety of leadership roles across a range of businesses within HSBC. He has held several global roles and has strong expertise in finance, regulation, politics, government and international markets. As at the date of this Prospectus, he is currently a Director of HSBC UK Bank Plc and Sumitomo Mitsui Banking Corporation Europe.

Victor Chu

Mr. Victor Chu joined the Majid Al Futtaim Holding Board in September 2017. As at the date of this Prospectus, he is the Chairman of First Eastern Investment Group, a leading Hong Kong based international investment firm and a pioneer of private equity investments in China. He is also a co-founder and director of Peach Aviation, his company's joint venture airline with All Nippon Airways in Japan. In addition, Mr. Chu serves as the Chairman of the Hong Kong – Europe Business Council and as the Co-Chair of the International Business Council of the World Economic Forum. His previous board appointments include Zurich Insurance Group, SwissRe Advisers and the Hong Kong Stock Exchange.

Stuart Alan Ransom Rose, Baron Rose of Monewden

Stuart Alan Ransom Rose, Baron Rose of Monewden, joined the Majid Al Futtaim Holding Board on 2 October 2018. He was knighted in 2008 for services to the retail industry and corporate social responsibility. He has held Chief Executive Officer positions at Argos plc, Booker plc, Arcadia Group plc and Marks and Spencer plc. As at the date of this Prospectus, he is currently Chairman of Ocado Group, Fat Face Group Limited, Zenith Automotive Enterprises and Dressipi and a Non-Executive Director of RM2 International

S.A., Woolworths Holdings Limited and Time Out Group plc. Stuart Alan Ransom Rose, Baron Rose of Monewden, is also the current Chairman of Majid Al Futtaim Retail LLC.

Luc Vandevelde

Luc Vandevelde joined the Majid Al Futtaim Holding Board on 2 October 2018. He is the founder and Chairman of Change Capital Partners LLP. With more than 30 years' board-level experience in the consumer and retail industries, Belgian national, Luc Vandevelde is one of Europe's most respected business leaders, having served as a former Chairman of the Carrefour Group and Marks & Spencer and Director of Vodafone. Following 24 years with Kraft General Foods, where he was appointed Chief Executive Officer of French and Italian Operations, Luc joined the Promodes retail group as President and Chief Operating Officer. He was responsible for positioning Promodes as an international retailer with operations spanning Europe, Asia and South America, before merging it with Carrefour in 1999. Luc is also the current Chairman of Majid Al Futtaim LEC.

Philip Bowman

Philip Bowman joined the Majid Al Futtaim Holding Board on 2 October 2018. He was Chief Executive of Smiths Group plc from 2007 to 2015, and he previously held the positions of Chief Executive at Scottish Power plc and Chief Executive at Allied Domecq plc. His earlier career included five years as a director of Bass plc. He was previously Chairman of Liberty plc and Coral Eurobet plc and a non-executive director of Scottish & Newcastle plc and British Sky Broadcasting Group plc. As at the date of this Prospectus, he holds a number of other non-executive positions on various boards including the boards of Vinula Pty. Ltd, Vinula Super Fund Pty. Ltd, Atropos SCI, Potrero Distilling Holdings, LLC, Better Capital PCC Limited, Tom Tom Holdings, Inc, Kathmandu Holdings Ltd, Tegel Group Holdings Limited and is also the Independent Director of Ferrovial S.A. Philip is also the current Chairman of Majid Al Futtaim Properties LLC.

There are no conflicts of interest between the duties of the members of the Majid Al Futtaim Holding Board listed above to Majid Al Futtaim Holding and their private interests or other duties.

Majid Al Futtaim Properties Board

The Majid Al Futtaim Properties Board meets a minimum of four times annually and is responsible for setting strategic goals, measuring the success of the business in achieving its objectives and maintaining corporate accountability.

The Majid Al Futtaim Properties Board is assisted by two committees, the Audit and Risk Committee and the Human Resources ("**HR**") and Remuneration Committee. The Audit and Risk Committee meets at least four times annually and represents and assists the Majid Al Futtaim Properties Board with the oversight of the integrity of the company's financial statements and internal controls, the company's compliance with legal and regulatory requirements, the findings of the internal audit department and independence, and the performance of the company's internal audit and its independent auditor. The HR and Remuneration Committee meets at least twice annually and represents and assists the Board with the oversight of annual and long-term performance rewards, annual pay and benefits and strategic human resource issues.

The table below provides certain information in relation to the Majid Al Futtaim Properties Board.

Name	**Position**	**Year of Appointment**
Mr. Philip Bowman	Chairman	2017
Mr. Terry Duddy	Director	2017
Mr. John Rishton	Director	2017
Mr. John Sullivan	Director	2017
Mr. Abdulla Majed Ahmad Al Ghurair	Director	2009
Mr. Ahmed Galal Ismail	Director	2018

The business address of each director is Majid Al Futtaim Properties LLC, P.O. Box 60811, Dubai, UAE.

Philip Bowman – Chairman

Mr. Philip Bowman joined the Majid Al Futtaim Properties Board in August 2016 and was subsequently appointed as Chairman on 1 February 2017. Prior to this, Mr. Bowman was the Chief Executive of Smiths

Group plc from 2007 to 2015, and he previously held the positions of Chief Executive at Scottish Power plc and Chief Executive at Allied Domecq plc. His earlier career included five years as a director of Bass plc. He was previously Chairman of Liberty plc and Coral Eurobet plc and a non-executive director of Scottish & Newcastle plc and British Sky Broadcasting Group plc. He holds a number of other non-executive positions on various boards including on the boards of Vinula Pty. Ltd, Vinula Super Fund Pty. Ltd, Atropos SCI, Potrero Distilling Holdings, LLC, Better Capital PCC Limited, Tom Tom Holdings, Inc, Kathmandu Holdings Ltd, Tegel Group Holdings Limited and is also the Independent Director of Ferrovial S.A.

Terry Duddy

Mr. Terry Duddy joined the Majid Al Futtaim Properties Board in March 2017. Prior to this, Mr. Duddy was the Chief Executive of Home Retail Group plc, following its demerger from GUS plc in October 2006 until March 2014, having previously served as CEO of Argo since its acquisition by GUS plc in 1998. He previously held senior executive roles at Dixons Stores Group, latterly as the Managing Director of PC World. As at the date of this Prospectus, Mr. Duddy is the Senior Independent Director of Hammerson plc, Debenhams plc and Gems Menasa Holdings LTD and Chair at the Retail Trust charity.

John Rishton

Mr. John Rishton joined the Majid Al Futtaim Properties Board in April 2017. Prior to this, Mr. Rishton was the Chief Executive of Roll-Royce Holdings plc from 2011-2015. He has also previously held the positions of Chief Executive at Ahold and Chief Financial Officer at Ahold and British Airways. As at the date of this Prospectus, Mr. Rishton is a non-executive director of Unilever, Serco, Informa and Associated British Ports.

John Sullivan

Mr. John Sullivan joined the Majid Al Futtaim Properties Board in November 2017. As at the date of this Prospectus, he is also the President and CEO of the Cadillac Fairview Corporation Limited and has more than 30 years of real estate experience in acquisitions, dispositions, asset management and development. Prior to joining Cadillac Fairview Corporation Limited, Mr. Sullivan had built an impressive career in the real estate industry holding senior positions with a number of high profile companies such as Marathon Realty Company Limited and Brookfield Properties Corporation, where he was responsible for all asset management acquisitions and dispositions for Canadian assets.

Abdulla Al Ghurair

Mr. Abdulla Majed Ahmad Al Ghurair joined the Majid Al Futtaim Properties Board in July 2009. As at the date of this Prospectus, he is the Chairman of Abdulla & Hamad Al Ghurair Investment LLC (A&H Investment), a holding company established in Dubai under his and his brother Mr. Hamad Majed Al Ghurair's leadership. A&H Investment manages Mr. Al Ghurair's and his brother's interests in a number of companies, including companies that are either partially or fully owned by the Group. Mr. Al Ghurair also holds a number of directorships and is a member of the board of the Dubai Financial Markets. As at the date of this Prospectus, he is also the Chairman of the Majid Al Futtaim Charity Foundation, a prominent charitable initiative in the UAE.

Ahmed Ismail

Mr. Ahmed Ismail was appointed as the Chief Executive Officer and Executive Director of Majid Al Futtaim Properties in November 2018. He was the CEO of Majid Al Futtaim Ventures for 10 years overseeing seven business verticals including fashion retail, leisure and entertainment, cinemas, financial services and facilities management. Mr Ismail first joined Majid Al Futtaim Group in January 2007 as Vice President of Strategy. Prior to that, he was a principal with Booz Allen Hamilton in Dubai having started his career with Procter and Gamble in Egypt and then Germany. Mr Ismail holds an MBA with distinction from London Business School and a B.Sc. in computer science from the American University in Cairo.

There are no conflicts of interest between the duties of the members of the Majid Al Futtaim Properties Board listed above to Majid Al Futtaim Properties and their private interests or other duties.

EMPLOYEES

As at 31 December 2021, the Group had 43,307 employees. The following table shows the number of employees in each of the major Group companies and reporting segments:

Business Division	Number of Employees
Majid Al Futtaim Holding	197
Majid Al Futtaim Properties[1]	2,827
Majid Al Futtaim Retail	35,346
Majid Al Futtaim LEC	3,462
Majid Al Futtaim Lifestyle	805
Majid Al Futtaim Global Solutions	670
Total	43,307

(1) Includes employees of managed hotels.

As is common in jurisdictions in which the Group operates, employee benefit packages include housing allowances for employees of a certain grade and the provision of housing for employees below that grade.

Presently, most GCC countries do not permit unions, and the Group does not presently have any direct dealings with unions in its countries of operation.

The Group fulfils its statutory pension obligations in all countries in which it operates.

BOOK-ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, the "**Clearing Systems**") currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantors, the Trustee nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer that each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective accountholders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an accountholder of either system.

Transfers of Notes Represented by the Global Note

Transfers of any interests in Notes represented by the Global Note within Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant Clearing System. The laws in some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form.

On or after the Issue Date, transfers of Notes between accountholders in Clearstream, Luxembourg and Euroclear will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in the Global Note among participants and accountholders of Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Guarantors, the Trustee, the Agents or any Joint Lead Manager will be responsible for any performance by Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by the Global Note or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TAXATION

GENERAL

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes are advised to consult their tax advisers as to the consequences, under the tax laws of the countries of their respective citizenship, residence or domicile, of a purchase of the Notes, including, but not limited to, the consequences of receipt of payments under the Notes and their disposal or redemption. This summary is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

THE CAYMAN ISLANDS

The following is a discussion on certain Cayman Islands income tax consequences of an investment in the Notes. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands laws payments on the Notes will not be subject to taxation in the Cayman Islands and no withholding will be required on the payments to any holder of Notes nor will gains derived from the disposal of the Notes be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance or gift tax.

Subject as set out below, no capital or stamp duties are levied in the Cayman Islands on the issue, transfer or redemption of the Notes. An instrument transferring title to any Notes, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty. An annual registration fee is payable by the Issuer to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is approximately U.S.$854. The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein.

UNITED ARAB EMIRATES

The following summary of the anticipated tax treatment in the UAE in relation to payments on the Notes is based on the taxation law in force as at the date of this Prospectus, and does not constitute legal or tax advice. Prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change.

There is currently in force in the legislation of certain Emirates a general corporate taxation regime (such as the Sharjah Income Tax Act of 1968 (as amended), the Fujairah Income Tax Decree of 1966 (as amended), the Abu Dhabi Income Tax Decree 1965 (as amended) and the Dubai Income Tax Decree 1969 (as amended)). The regime is, however, not enforced save in respect of companies active in the oil industry and some related service industries. It is not known whether the legislation will or will not be enforced more generally or within other industry sectors in the future. Branches of foreign banks operating in the UAE are also taxed under specific regulations at the Emirates level. Under current legislation, there is no requirement for withholding or deduction for or on account of taxation in the UAE in respect of payments made under the Guarantee. In the event of the imposition of any such withholding, the Guarantors have undertaken to gross-up any payments subject to certain limited exceptions.

The Constitution of the UAE specifically reserves to the Federal Government of the UAE the right to raise taxes on a federal basis for purposes of funding its budget. It is not known whether this right will be exercised in the future, and how any future federal tax laws will interact with the ones existing in the Emirates.

The UAE has entered into double taxation arrangements with certain other countries.

THE PROPOSED FINANCIAL TRANSACTIONS TAX

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common financial transaction tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including: (a) by transacting with a person established in a participating Member State; or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the UK) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payment" are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are published generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under "*Terms and Conditions—Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Pursuant to a subscription agreement (the "**Subscription Agreement**") dated 28 June 2022 between the Issuer, Majid Al Futtaim Holding, Majid Al Futtaim Properties and the Joint Lead Managers, the Issuer has agreed to issue U.S.$500,000,000 in aggregate principal amount of the Notes and, subject to certain conditions, the Joint Lead Managers have jointly and severally agreed to subscribe or procure subscribers for the Notes at the issue price of 99.702 per cent. of the principal amount of Notes less certain commissions in respect of their services for managing the issue and offering of the Notes.

To the extent permitted by law, the Issuer, Majid Al Futtaim Holding, Majid Al Futtaim Properties and the Joint Lead Managers may agree that commissions or fees may be paid to certain brokers, financial advisors and other intermediaries based upon the amount of investment in the Notes purchased by such intermediary and/or its customers. Any disclosure and other obligations in relation to the payment of such commission to such intermediary are solely the responsibility of the relevant intermediary and none of the Issuer, Majid Al Futtaim Holding, Majid Al Futtaim Properties and the Joint Lead Managers or any of their affiliates, nor any person who controls or is a director, officer, employee or agent of any such person accepts any liability or responsibility whatsoever for compliance with such obligations. Each customer of any such intermediary is responsible for determining for itself whether an investment in the Notes is consistent with its investment objectives. The Joint Lead Managers will also be reimbursed in respect of certain of their expenses, and each of the Issuer, Majid Al Futtaim Holding and Majid Al Futtaim Properties has agreed to indemnify the Joint Lead Managers against certain liabilities incurred in connection with the issue and offering of the Notes.

In connection with the offering of the Notes, the Joint Lead Managers may purchase and sell the Notes in the open market. These activities by the Joint Lead Managers, as well as other purchases by the Joint Lead Managers for their own accounts, may affect the market price of the Notes.

In connection with the offering of the Notes, any shareholder or related party of Majid Al Futtaim Holding, Majid Al Futtaim Properties or the Joint Lead Managers may invest in and may take up Notes in the offering and may retain, purchase or sell for its own account such Notes. Accordingly, references herein to the Notes being offered should be read as including any offering of the Notes to any shareholder or related party of Majid Al Futtaim Holding, Majid Al Futtaim Properties or the Joint Lead Managers. Such persons do not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

SELLING RESTRICTIONS

Cayman Islands

Each Joint Lead Manager has represented and agreed that it has not made and will not make, whether directly or indirectly, any offer or invitation (whether directly or indirectly) to the public of the Cayman Islands to subscribe for any Notes.

Dubai International Financial Centre

Each Joint Lead Manager has represented and agreed that it has not offered and will not offer the Notes to any person in the Dubai International Financial Centre unless such offer is:

(a) an "Exempt Offer" in accordance with the Markets Rules (MKT Module) of the DFSA rulebook; and

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA rulebook.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or

(ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(a) a retail client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the EUWA; and

(b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other UK regulatory restrictions

Each Joint Lead Manager has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or either Guarantor; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Hong Kong

Each Joint Lead Manager has represented and agreed that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than: (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to any Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

Kingdom of Bahrain

Each Joint Lead Manager has represented and agreed that it has not offered or sold, and will not offer or sell, any Notes except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an "**accredited investor**" means:

(a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.$1,000,000 or more;

(b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.$1,000,000; or

(c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Notes. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Notes pursuant to an offering should note that the offer of Notes is a private placement under Article 8 of the "Rules on the Offer of Securities and Continuing Obligations" as issued by the Board of the CMA resolution number 3-123-2017 dated 27 December 2017, as amended by CMA resolution number 5-5-2022 dated 5 January 2022 (the "**KSA Regulations**"), made through a capital market institution licenced to carry out arranging activities by the CMA and following a notification to the CMA under Article 10 of the KSA Regulations.

The Notes may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "institutional and qualified clients" under Article 8(a)(1) of the KSA Regulations or by way of a limited offer under Article 9, or as otherwise required by, the KSA Regulations. Each Joint Lead Manager has represented and agreed that any offer of Notes by it to a Saudi Investor will be made in compliance with Article 10 and either Article 8(a)(1) or Article 9 of the KSA Regulations.

Each offer of Notes shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 14 of the KSA Regulations.

Singapore

This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 2001(2020 Revised Edition) of Singapore, as modified or amended from time to time (the "**SFA**"). Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes, whether directly or indirectly, to any person in Singapore other than:

(a) to an institutional investor (as defined in Section 4A of the SFA (Chapter 2001 (2020 Revised Edition) of Singapore)) pursuant to Section 274 of the SFA;

(b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or

(c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37(A) of the Securities and Futures (Offers of Investments) (Securities and Securities based Derivatives Contracts) Regulations 2018.

State of Qatar (including the Qatar Financial Centre)

Each Joint Lead Manager has represented and agreed that it has not offered, delivered or sold, and will not offer, deliver or sell at any time, directly or indirectly, any Notes in the State of Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of the State of Qatar; and (b) through persons or corporate entities authorised and licenced to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar (including the Qatar Financial Centre). This Prospectus has not been filed, reviewed or approved by the Qatar Central Bank, the Qatar Stock Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority and is only intended for specific recipients, in compliance with the foregoing.

United Arab Emirates (**excluding the Dubai International Financial Centre**)

Each Joint Lead Manager has represented and agreed that the Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of securities.

United States

Each Joint Lead Manager has acknowledged that the Notes and the Guarantee have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from or not subject to the registration requirements of the Securities Act.

Each Joint Lead Manager has represented and agreed that it has not offered or sold and shall not offer or sell Notes: (a) as part of their distribution at any time; and (b) otherwise until 40 days after the completion of the distribution of all Notes, as determined and certified to the Issuer or the Principal Paying Agent by the relevant Joint Lead Manager (or, in the case of a sale of Notes to or through more than one Joint Lead Manager, by each of such Joint Lead Managers as to the Notes purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Joint Lead Manager when all such Joint Lead Managers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Joint Lead Manager will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes, any offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

General

Each Joint Lead Manager has represented and agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws, regulations and directives in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Guarantors, the Trustee nor any of the other Joint Lead Managers shall have any responsibility therefor.

None of the Issuer, the Guarantors, the Trustee or the Joint Lead Managers represents that the Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale. Persons into whose possession this Prospectus or any Notes may come must inform themselves about and observe any applicable restrictions on the distribution of this Prospectus and the offering and sale of the Notes.

GENERAL INFORMATION

AUTHORISATION

The issue of the Notes have been duly authorised by resolutions of the Board of Directors of the Issuer dated 14 June 2022. The giving of the Guarantee has been duly authorised by a resolution of the shareholders of Majid Al Futtaim Holding dated 14 June 2022 and a resolution of the shareholders of Majid Al Futtaim Properties dated 14 June 2022.

LISTING OF NOTES

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on the Regulated Market. It is anticipated that listing and admission to trading will take place on or about 30 June 2022. There can be no assurance that any such listing will be granted or maintained. The total expenses related to the admission to trading are estimated to be €5,940.

Walkers Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Regulated Market.

DOCUMENTS AVAILABLE

From the date of this Prospectus, copies of the following documents will, when published, be available, in physical form for inspection from the registered office of the Issuer and from the specified office of the Principal Paying Agent for the time being in London:

(a) the Memorandum and Articles of Association of the Issuer and the Memorandum of Association (with an English translation thereof) of each Guarantor. The English translation of each Guarantor's Memorandum of Association is direct and accurate. However, in case of conflict or discrepancy between the Arabic version of the Memorandum of Association and their English translation, the Arabic version of the Memorandum of Association shall prevail;

(b) the consolidated audited financial statements of each Guarantor in respect of the financial years ended 31 December 2021 and 31 December 2020, in each case together with the audit reports prepared in connection therewith. Each Guarantor currently prepares audited consolidated financial statements on an annual basis;

(c) the audited financial statements of the Issuer in respect of the financial years ended 31 December 2021 and 31 December 2020, in each case together with the audit reports prepared in connection therewith. The Issuer currently prepares audited financial statements on an annual basis;

(d) the Trust Deed (which incorporates the Guarantee), the Agency Agreement, a copy of the Global Note and the forms of the Notes in definitive form;

(e) a copy of this Prospectus; and

(f) any future supplements to this Prospectus and any other documents incorporated therein by reference.

The Prospectus will be available for viewing on the website of Euronext Dublin (https://www.euronext.com/en/markets/dublin). Electronic copies of the documents listed at paragraph (a) to paragraph (d) (inclusive) will also be available for viewing at https://live.euronext.com/en/product/bonds-detail/21573/documents.

For the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, the information contained on any websites referred to in this Prospectus does not form part of this Prospectus.

CLEARING SYSTEMS

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records) under common code 239946780 and ISIN XS2399467807.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L1855 Luxembourg.

THE LEGAL ENTITY IDENTIFIER

The Legal Entity Identifier (LEI) code of the Issuer is 54930037VUDNYTS17017.

The Legal Entity Identifier (LEI) code of Majid Al Futtaim Holding LLC is 25490092BD1ODAYUIH40.

The Legal Entity Identifier (LEI) code of Majid Al Futtaim Properties LLC is 5493007MCMJ6038QQR32.

SIGNIFICANT OR MATERIAL CHANGE

There has been no significant change in the financial performance or financial position of the Issuer and no material adverse change in the prospects of the Issuer, in each case, since 31 December 2021.

There has been no significant change in the financial performance or financial position of each of the Guarantors and their respective subsidiaries, taken as a whole since 31 December 2021 and there has been no material adverse change in the prospects of each of the Guarantors and their respective subsidiaries, taken as a whole since 31 December 2021.

LITIGATION

None of the Issuer, the Guarantors or any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantors are aware) in the 12 months preceding the date of this Prospectus which may have or have in such period had a significant effect on the financial position or profitability of the Issuer, the Guarantors or the Group.

AUDITORS

The auditors of the Issuer and each Guarantor are KPMG Lower Gulf Limited, chartered accountants, who have audited each Guarantor's accounts without qualification, in accordance with IFRS for each of the two financial years ended on 31 December 2020 and 31 December 2021 and the Issuer's accounts without qualification, in accordance with IFRS for the financial years ended 31 December 2020 and 31 December 2021. The auditors of the Issuer and each Guarantor have no material interest in the Issuer or the Guarantors.

KPMG Lower Gulf Limited is an institution authorised by the Ministry of Economy of the UAE to conduct independent audits of corporations in the UAE. KPMG Lower Gulf Limited is a member of the KPMG network of independent member firms affiliated with KPMG International Cooperative.

JOINT LEAD MANAGERS TRANSACTING WITH THE ISSUER AND THE GUARANTORS

Certain of the Joint Lead Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer, the Guarantors or their affiliates. The Joint Lead Managers have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of the Joint Lead Managers' business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantors or their affiliates. Certain underwriters or their affiliates that have a lending relationship with the Issuer, the Guarantors or their affiliates routinely hedge their credit exposure to the Issuer and/or the Guarantors consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities issued by the Issuer and/or the Guarantors, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes offered hereby. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

CERTAIN ADDITIONAL INFORMATION RELATING TO MAJID AL FUTTAIM HOLDING

Majid Al Futtaim Holding is registered as a limited liability company in Dubai (with register number 534314) under UAE Federal Law No. 2 of 2015 as applicable to commercial companies and was incorporated on 20 May 2002.

According to its Memorandum of Association, Majid Al Futtaim Holding has been incorporated for a term of 50 years expiring in May 2052, which term shall be automatically renewed for similar periods unless otherwise determined by resolution of the shareholders of Majid Al Futtaim Holding. Such term may be lengthened or shortened by resolution of the shareholders of Majid Al Futtaim Holding.

Majid Al Futtaim Holding's Memorandum of Association provides that Majid Al Futtaim Holding shall be dissolved:

(a) unless renewed upon the expiry of its term;

(b) upon fulfilment of the objectives for which it was created;

(c) upon merger of Majid Al Futtaim Holding into another company;

(d) if shareholders holding 75 per cent. of Majid Al Futtaim Holding's capital decide in the general assembly to terminate the term of Majid Al Futtaim Holding;

(e) if all or most of Majid Al Futtaim Holding's assets have been damaged in such a manner that the remaining assets cannot be invested productively; or

(f) if Majid Al Futtaim Holding is dissolved pursuant to a court decision.

Majid Al Futtaim Holding changed its name from Majid Al Futtaim Group LLC to Majid Al Futtaim Holding LLC on 18 January 2011.

Majid Al Futtaim Holding's address and telephone number are P.O. Box 91100, Dubai, UAE and +971 (0)4 209 4657, respectively. This is also the address of each member of the Majid Al Futtaim Holding Board and senior executive management.

CERTAIN ADDITIONAL INFORMATION RELATING TO MAJID AL FUTTAIM PROPERTIES

Majid Al Futtaim Properties is registered as a limited liability company in Dubai (with register number 41429) under UAE Federal Law No. 2 of 2015 as applicable to commercial companies and was incorporated on 5 February 1994.

According to its Memorandum of Association, Majid Al Futtaim Properties has been incorporated for a term of 99 years expiring in February 2093, which period may be lengthened or shortened by resolution of the shareholders of Majid Al Futtaim Properties.

Majid Al Futtaim Properties' Memorandum of Association provides that Majid Al Futtaim Properties shall be dissolved:

(a) unless renewed upon the expiry of its term;

(b) upon fulfilment of the purposes for which it was created;

(c) upon merger of Majid Al Futtaim Properties into another company;

(d) if shareholders holding 75 per cent. of Majid Al Futtaim Properties' capital decide in the general assembly to terminate the term of Majid Al Futtaim Properties;

(e) if all or most of Majid Al Futtaim Properties' assets have been depleted in such a manner that beneficial investment of the remainder of the assets, if any, is impracticable; or

(f) if Majid Al Futtaim Properties is dissolved pursuant to a court decision.

Majid Al Futtaim Properties' address and telephone number are P.O. Box 60811, Dubai, UAE and +971 (0)4 294 2444, respectively. This is also the address of each member of Majid Al Futtaim Properties' Board and senior executive management.

JOINT LEAD MANAGERS TRANSACTING WITH MAJID AL FUTTAIM PROPERTIES AND THE GUARANTOR

Certain of the Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for each Guarantor (and their respective affiliates) in the ordinary course of business for which they have received, and for which they may in the future receive, fees.

ISSUER

MAF Global Securities Limited
c/o Maples Corporate Services Limited
P.O. Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands

GUARANTORS

Majid Al Futtaim Holding LLC
P.O. Box 91100
Dubai
United Arab Emirates

Majid Al Futtaim Properties LLC
P.O. Box 60811
Dubai
United Arab Emirates

TRUSTEE

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

PRINCIPAL PAYING AGENT AND TRANSFER AGENT

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR

Citibank Europe plc
1 North Wall Quay
Dublin
Ireland

AUDITORS

To the Issuer and the Guarantors

KPMG Lower Gulf Limited
The offices 5 at One Central, Level 4
PO Box 3800 Dubai
United Arab Emirates

IRISH LISTING AGENT

Walkers Listing Services Limited
5th Floor, The Exchange
George's Dock, IFSC
Dublin 1, D01 W3P9
Ireland

GLOBAL CO-ORDINATORS

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Standard Chartered Bank
7th Floor Building One, Gate Precinct
Dubai International Financial Centre
P.O. Box 999
Dubai
United Arab Emirates

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

JOINT LEAD MANAGERS

Abu Dhabi Commercial Bank PJSC
Abu Dhabi Commercial Bank Building
P.O. Box 939
Abu Dhabi
United Arab Emirates

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Emirates NBD Bank P.J.S.C.
c/o Emirates NBD Capital Limited
Gate Building West Wing, Level 12
Dubai International Financial Centre
P.O. Box 506710
Dubai
United Arab Emirates

First Abu Dhabi Bank P.J.S.C.
FAB Building
Khalifa Business Park – Al Qurm District
P.O. Box 6316
Abu Dhabi
United Arab Emirates

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Standard Chartered Bank
7th Floor Building One, Gate Precinct
Dubai International Financial Centre
P.O. Box 999
Dubai
United Arab Emirates

LEGAL ADVISERS

To the Issuer as to Cayman Islands law

Maples and Calder (Dubai) LLP
Level 14, Burj Daman
Dubai International Financial Centre
P.O. Box 119980
Dubai
United Arab Emirates

To the Guarantors as to English and UAE law

Clifford Chance LLP
Level 15, Burj Daman
Dubai International Financial Centre
P.O. Box 9380
Dubai
United Arab Emirates

To the Joint Lead Managers as to English and UAE law

Dentons & Co
Level 18, Boulevard Plaza 2
Burj Khalifa District
P.O. Box 1756
Dubai
United Arab Emirates

To the Trustee as to English law

Dentons UK and Middle East LLP
One Fleet Place
London
EC4M 7WS
United Kingdom