

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_  
whereby the Commissioner of Land, on behalf of the Government  
of Malta (hereinafter referred to as the "lessor") grants on  
lease to \_\_\_\_\_ duly authorized to appear  
on behalf of Central Cement Limited (hereinafter referred to  
as the "lessee") the land at Vittoriosa shown edged in red,  
but excluding the site shown edged in green and the site  
shown edged in blue up to a height of 27 metres on attached  
plan L.D. 83/83 marked as Document "A" and registered as  
Government Tenement No. \_\_\_\_\_.

The lease is granted and accepted for a period of ~~10~~<sup>4</sup> years  
commencing from the 1st July 1983 and under the conditions  
set forth below: *renewable for a further period of 12 yrs*

1. The rent shall be £M3000 per annum *in the first 4 years*  
*and £10,000 pa for the next 12 years* ~~reviewable~~  
~~after the first 8 years according to the index of inflation~~  
~~established for the purposes of Section 10C of the Housing~~  
~~(Decentral) Ordinance, 1959, if & when the lease is renewed.~~

2. The rent shall be paid in advance, at the Land Office  
in two equal instalments, that is to say, on the first working  
day of January and July of each year and the rent shall be  
deemed not to have been paid if an instalment of rent due is  
not paid within three days from the day on which the lessee  
may have been called upon, even verbally, by the Commissioner  
of Land or other person on his behalf, to pay such instalment  
of rent.

3. A Bank guarantee of one year's rent shall be deposited  
with a Bank approved by the Commissioner of Land. The said  
guarantee is to be renewed from year to year, one month before  
its expiry, during the whole duration of the lease.

4. The lease shall be subject to an easement consisting  
of pipelines and sewers laid out on the tenement and lessor  
shall not be in any way hampered in the exercise of such  
easements and in particular as regards access thereto.

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5. The lessee shall at all times allow free access to the sites edged in green and blue and also to the underground substation as indicated on the attached plan.

6. The lessee shall use the premises exclusively for the storage of cement and as ancillary site and administration offices.

7. The lessee shall apply for all necessary licences and permits in terms of law; without prejudice to the foregoing, the Government binds itself to issue the necessary licence for the use of the premises for the purpose for which they are let.

8. The premises are let "tote quale". Any alterations which the lessee may wish to make must be submitted to the Commissioner of Land for his approval, and no changes shall be made unless this approval in writing has been given. On termination or determination of the lease, the lessee, without being entitled to any claim for compensation for any improvements thereon, shall deliver the premises in a good state of maintenance and repair.

9. The lessee shall, throughout the entire period of the lease, at his expense and without any right to claim compensation, keep the tenement in a good state of maintenance and ordinary repair and shall, besides the repairs which are by law expressly at the charge of the lessee, carry out all works of maintenance and repair which will become necessary from time to time during the lease, relative to all the pipes and privies and every other work connected with the drainage of the tenement, as well as every other work connected with breakage, damage to or replacement of tiles and ceiling. The lessee shall also paint on the outside the street doors, the windows and all other apertures whether wooden or metal, once every three years from the commencement of the lease and this in a workmanlike manner and with paints and colours to the satisfaction of the Commissioner of Land

3.

or his representative. Moreover the lessee shall, at his expense and without any right to claim compensation, carry out all works that may fall to be done under the Food, Drugs and Drinking Water Act of 1972 or which the Sanitary Authorities under any law or regulation at the time in force may order to be carried out in the tenement.

10. The lessee shall, before undertaking any of the works or repairs which either by law or by virtue hereof, he is bound to carry out, give notice thereof to the Commissioner of Land to enable him to inspect and supervise the execution of the work; and if it shall be so deemed fit by the Commissioner of Land, the said works or repairs shall be carried out under the direction of an engineer or other professional person appointed by the Commissioner of Land and at the expense of the lessee.

11. The lessee shall not affix signboards or otherwise show advertisements or notices on the exterior and on the roof of the said tenement for any purpose other than that for which it was let to him, without the express consent in writing of the Government, in each case to be obtained through the Commissioner of Land.

12. Without prejudice to what is provided for in Clause 9 above regarding the painting of apertures and other works indicated therein, before painting or colour washing any one of the external parts of the tenement, the lessee shall obtain the approval of the Commissioner of Land as to the colour of the paint or wash to be used.

13. The lessee shall insure and keep insured throughout the duration of the lease the premises let in their full value against loss or damage including malicious damage resulting from fire and/or explosion, including fire and/or explosion that may be attributable to negligence and such other risks and casualties as are customarily insured against with respect to premises of a similar character in or bordering on the

Mediterranean, as also against damage caused by aircraft. Such insurance shall be effected by the lessee at his own expense in the name of the Government of Malta to the satisfaction of the Commissioner of Land with an insurance company acceptable to the Government.

14. The lessee shall allow free access to the tenement to any Government official or any other person duly authorised by the Commissioner of Land requiring to inspect the tenement on duty. If the lessee, wilfully or through negligence, hinders any such official or person from entering and inspecting the tenement, he shall be liable to a penalty of ten Malta Pounds (£M10) for each and every time such official or person shall not have been able so to do through the fault, negligence or omission of the lessee.

15. Without prejudice to the lessee's obligations under Clauses 9 and 12 to carry out maintenance works and repairs as provided therein:-

- (a) any installation of water, electricity, gas and other services where required and not already provided, and
- (b) all rents of water, electricity and the respective bills for consumption as well as all rental and other charges for telephone and any other installation or service,

shall be at the sole charge of the lessee.

16. The lessee shall not make over the present lease or sublet the tenement, whether wholly or in part or enter into a partnership in respect of the tenement without first obtaining the written consent of the Commissioner of Land.

17. In addition to any other rights competent to the Government in terms of law and under any of the conditions hereof, the Government shall have the right to determine the present lease if the lessee acts in contravention of or fails

to comply with any of the provisions of any of the above conditions or of any other condition which he has undertaken to observe, and in any such event, the lease shall determine as soon, or from such date, as the Commissioner of Land, or any other person on his behalf, may even by means of a letter, and without the necessity of any judicial act, declare.

18. The termination or determination of the lease shall in no way prejudice the rights of the Government arising from the obligations of or penalties incurred by the lessee which shall remain equally enforceable or recoverable by Government.

19. Where the lease is determined under Condition 17 hereof, the lessee shall continue to pay rent up to the remaining period of the lease or up to the date when the premises are relet, whichever is the earlier. The lessee shall moreover be bound to pay the difference between the rent he was paying and the rent at which the premises are relet, when the latter is lower than the former, for the remaining period of the lease.