

. Il-Ministru għall-Akkomodazzjoni Affordabbli u Soċjali, l-Onor. Roderick Galdes, ppropona:

Billi l-Housing Authority (“**HA**”) għandha l-hsieb li testendi a favur tas-soċjetà Malita Investments p.l.c (C 53047) iċ-ċens temporanju li originarjament kellu durata ta’ tmienja u għoxrin (28) sena, b’perjodu addizzjonali ta’ tmien (8) snin, fir-rigward ta’ diversi artijiet f’Malta (“**l-Artijiet**”) għall-iskopijiet kif ġew elenkati fl-Att pubbliku numru 60 fl-atti tan-Nutar Dr. Marco Burlo datat id-29 ta’ Diċembru tas-sena 2017 (“**l-Att taċ-Ċens Originali**”) hawn anness bħala ‘Dok. **MSAA1**’, ċjoè l-użu tal-Artijiet biex jintlaħqu l-aktar bżonnijiet urġenti ta’ akkomodazzjoni soċjali ta’ Malta u għas-servizzi jew utilitajiet pubbliċi u komunitarji anċillari għall-implementazzjoni tal-Proġett ta’ Akkomodazzjoni Soċjali.

Billi l-Awtorità tad-Djar u s-soċjetà Malita Investments p.l.c (C 53047) laħqu ftehim biex is-sit immarkat fl-att pubbliku bħala l-erbatax (14)-il sit ta’ bini (*Fourteenth Property Site*) li jinsab ġewwa Triq l-Indipendenza, Ħaż-Żebbuġ, Malta u li jikkonsisti f’biċċa art li għandha daqs ta’ madwar tmien mija u wieheġ u erbghin punt sebgha sebgha metri kwadrati (841.77m²) u li tmiss mix-Xlokk minn Triq l-Indipendenza u li tmiss mal-Majjistral u mil-Lbiċ minn propjeta ta’ terzi, bi pjanta aktar dettaljata tas-sit u d-dimarkazzjoni tiegħu hawn annessa u mmarkata bħala ‘Dok. **MSAA2**’, sabiex dak is-sit jirritorna lura għand l-Awtorità tad-Djar u għaldaqstant is-soċjetà Malita Investments p.l.c. (C 53047) tirrinunzja biss għat-titlu tagħha ta’ *dominium utile* temporanju fir-rigward tal-erbatax (14)-il sit ta’ bini f’Ħaż-Żebbuġ, Malta mgħoddi lilha permezz tal-Att taċ-Ċens Originali filwaqt li tikkonferma l-bqija tad-disposizzjonijiet tal-Att taċ-Ċens Originali.

Billi l-HA hija disposta li taċċetta li ssir l-estensjoni l-perjodu originali bi tmien snin addizzjonali tal-Artijiet fl-interess soċjali tal-pajjiż, u s-soċjetà Malita Investments p.l.c (C 53047) hija disposta li tirrinunzja għat-titlu tagħha ta’ *dominium utile* temporanju fir-rigward tal-erbatax (14)-il sit ta’ bini f’Ħaż-Żebbuġ, Malta biss u fl-istess waqt l-HA hija disposta li tiegħu lura dan is-sit biss mingħand is-soċjetà Malita Investments p.l.c, u dan skont it-termini u l-kundizzjonijiet ta’ att pubbliku ġdid abbozzat bejn il-partijiet.

Billi l-Gvern tar-Repubblika ta’ Malta u HA jistgħu jittrasferixxu, jakkwistaw, jirċievu jew jagħtu artijiet bi kwalunkwe titolu jkun li jkun ai termini ta’ Artikolu 31(ċ) tal-Att Dwar Artijiet tal-Gvern, Kapitolu 573 tal-Liġijiet ta’ Malta, skont riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-sehħ fil-waqt tat-trasferiment.

Billi għalhekk l-estensjoni tal-għotja taċ-ċens temporanju u r-rinunzja parzjali għal kwalunkwe titlu fuq artijiet tal-gvern kif spjegat hawn jistgħu jsiru skont l-artikolu 31(ċ) tal-Att Dwar Artijiet tal-Gvern, Kapitolu 573 tal-Liġijiet ta’ Malta u skont l-Att Dwar l-Awtorità tad-Djar, Kapitolu 261 tal-Liġijiet ta’ Malta.

Għalhekk huwa b’dan riżolut li l-estensjoni taċ-ċens temporanju u r-rinunzja għat-titlu fuq l-erbatax (14)-il sit ta’ bini f’Ħaż-Żebbuġ, Malta biss għandhom jsiru skont l-Abbozz tal-Att Pubbliku Ġdid li jirregola ċ-Ċens Temporanju, hawn annessi u mmarkat bħala ‘Dok **MSAA3**’, u l-Iskeda tad-Dokumenti mehmuża mal-Atti Pubbliċi sopra citati, hawn annessa u mmarkata bħala ‘Dok. **X**’ li jinsabu lkoll imqieghdin fuq il-Mejda tal-Kamra.



Today the Twenty-ninth
(29th) day of December
of the year two thousand
and seventeen (2017)

No.

Temporary
Emphyteutical Grant

Enrolled in
the Public
Registry Malta
on the:

Before me, Doctor of Laws Marco Burlo', a Notary Public, duly admitted and sworn, have personally appeared and identified themselves according to law, by means of the hereunder mentioned official documents:

Of the first part:

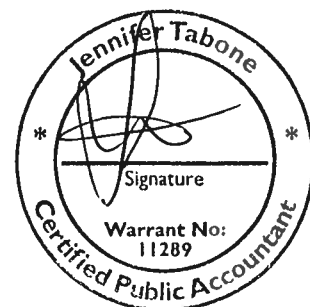
I. _____
2017

Robert John Ducker, Chairman of the Housing Authority, son of the late Robert Ducker and the late Maria Ducker nee Tabone, born in Lincolnshire, United Kingdom on the 5th November 1955 and residing at Mosta, holder of identity card number 109183M, who appears on this deed in the name and on behalf of the **Housing Authority**, a body corporate established in terms of the Housing Authority Act, Chapter two hundred and sixty-one (261) of the laws of Malta (hereinafter referred to as the "**Housing Authority**" or the "**Dominus**"), duly authorised for the purpose in terms of the Housing Authority Act.

Of the second part:

Paul Mercieca, a company director, son of the late Arturo Mercieca and Frances nee Grech, born in Sliema on the 5th March 1952 and residing at Madliena, holder of identity card number 235352M who is appearing on this deed in the name and on behalf of **Malita Investments p.l.c.**, a public limited liability company with company registration letter C number five three zero four seven (C53047) and registered address at Clock Tower, Level 1 (one), Tigne Point, Sliema, Malta (hereinafter referred to as the "**Company**" or the "**Emphyteuta**"), duly authorised to appear hereon by written resolution of the directors of the Company, a copy of which is annexed to this deed as a document marked with the letter "A".

Certified true copy
of original



The Parties

The Housing Authority and the Company are in this deed collectively referred to as the "Parties" and each one a "Party".

Definitions

In this deed, unless otherwise expressly stated or the contrary intention appears and in addition to any other definitions contained elsewhere in this deed, the following terms shall have the following meanings respectively assigned to them:

"Company" means Malita Investments p.l.c., a public limited liability company with company registration letter C number five three zero four seven (C53047).

"Dominus" means the Housing Authority and / or its successors in title and, where the context permits, includes the *pro tempore dominus* of the temporary *dominium directum* of the Property Sites or of a Property Site in respect of that property.

"Eighth Property Site" means the site consisting of a plot of land at Hal Farruġ, limits of Luqa, having an area of approximately six thousand seven hundred and fifty square metres (6,750m²), bounded on the North-East by Triq l-Isturnell Roza, on the South-West by Triq ir-Russett Abjad and on the South-East by Triq il-Vitorja, or more accurate boundaries and which is edged in red on the plan attached to this deed marked as document letter 'J'.

"Eleventh Property Site" means the site in Triq Nazzareno Mifsud in Qrendi consisting of a divided portion of land measuring approximately nine hundred and twenty square metres (920m²) bounded on the North-East by Triq Nazzareno Mifsud and on the South-West and East by Triq Sant Anna, or more accurate boundaries and shown edged in red and marked unofficially as plots seven one one (711) on the plan annexed to this deed and marked document letter 'M'. The said land originally formed part of the Plots seven (7) to eleven (11) ta' Hallelw, Qrendi.

"Emphyteuta" means Malita Investments p.l.c. a public limited liability company with company registration letter C number five three zero four seven (C53047) and, where the context permits,



includes the *pro tempore utilista* of the temporary *dominium utile* of the Property Sites or a Property Site in respect of that property.

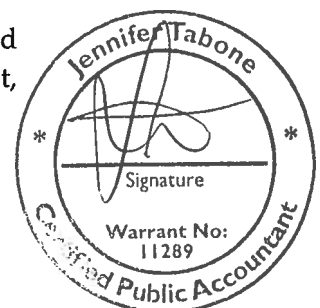
"Emphyteutical Grant" means the temporary emphyteutical grant of the Property Sites made by the *Dominus* to the Company by virtue of this deed.

"Fifth Property Site" means the site consisting of a plot of land at Triq Salvu Sacco corner with Triq Nerik Xerri, in Kirkop, having a superficial area of approximately six hundred forty-five square metres (645m²), bounded on the North-East by Triq Salvu Sacco, on the South by Triq Nerik Xerri and on the South-West by property of Jesmond and Nathalie Galea, Neville Azzopardi and Charlene Zammit Moore or their successors in title, or more accurate boundaries, and which is edged in red on the plan annexed to this deed as document letter 'G'. The superficial area of approximately six hundred and forty-five square metres (645m²) includes a sub-station bounded on the North-East by Triq Salvu Sacco and on all other compass points by the remainder of the site, which sub-station is excluded from the Fifth Property Site.

"Fifteenth Property Site" means the site consisting of two (2) contiguous plots of land, known as plot one (1) and two (2), from the lands known as tal-Ghattuqa, Żebbuġ, Malta, together having a superficial area of approximately three hundred and eighty square metres (380m²), together bounded on the North-East by Triq il-Qolla, on the South-West by Government property or its successors in title, and on the South-East by property of Lauren Abela and Keith Borg Xuereb or their successors in title, or more accurate boundaries and which is edged in red on the plan annexed to this deed as document letter 'Q'.

"First Property Site" means the site having a total area of approximately three hundred and seventy-five square metres (375m²) known as the 'Remaining Plot Tal-Mirakli', in Triq l-Ghenba corner with Triq il-Kampanella, in Attard, bounded on the North by Triq il-Ghenba, on the East by Triq il-Kampanella, and on the West by property of third parties, or more accurate boundaries, and which is shaded in red on the plan annexed to this deed as document letter 'C'.

"Fourth Property Site" means the site consisting of a plot of land known as Tal-Aħfar, in Triq il-Ħawħ, corner with Triq il-Lewziet,



in Kirkop, having a superficial area of approximately seven hundred forty square metres (740m²), bounded on the North-East by Triq il-Hawh, on the South-East by Triq il-Lewżiet and on the North-West by third party property, or more accurate boundaries, and which is shaded in red on the plan annexed to this deed as document letter 'F'.

"Fourteenth Property Site" means the site in Triq l-Indipendenza, in Zebbug, Malta, consisting of a plot of land having a superficial area of approximately eight hundred and forty-one point seven seven square metres (841.77m²), bounded on the South-East by Triq l-Indipendenza and on the North-West and South-West by property of third parties, or more accurate boundaries, and which is edged in red on the plan annexed to this deed as document letter 'P'. The site formed part of the land known as plots fifteen to nineteen (15-19) Hal Mula, Żebbug, Malta.

"Government" means the Government of Malta and / or its successors in title.

"Ground-rent" means the annual temporary ground-rent stated in clause 5.1 (five point one) of this deed apportioned in the manner stated in the same clause and, when revised upwards in accordance with clause 5.3 (five point three) of this deed, the annual temporary ground-rent revised in accordance with clause 5.3 (five point three) of this deed.

"Immovable Things" means all buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements, now existing, or which in the future shall exist, within the boundaries of a Property Site, whether installed, constructed or erected on, in or under the relative Property Site or which otherwise appertain to the Property Site but to the extent only that they are considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta and whether such buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements are mentioned or otherwise in the description of that Property Site in these Definitions.

"Land Registry" means the office in Malta constituted by virtue of the Land Registration Act, Chapter two hundred and ninety six

A large, handwritten signature or scribble in black ink is located on the right margin of the page. It consists of several loops and a long vertical line extending downwards.

(296) of the Laws of Malta, for the purposes of registration of title to land.

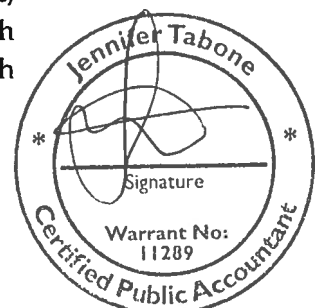
"Ninth Property Site" means the site consisting of a plot of land in Msida, having a superficial area of approximately two thousand seven hundred and two square metres (2,702m²) bounded on the North and North-East by Triq il-Wied, and on the South-West by Triq Garcin, and which is edged in red and marked with the letters 'A', 'B', 'C', 'D', and 'H' on the plan annexed to this deed and marked document letter 'K', and unless otherwise stated or the context otherwise requires, excludes the Ninth Property Site Excluded Area.

"Ninth Property Site Excluded Area" means the divided portions of land in Msida, together having a superficial area of approximately one hundred and forty-nine square metres (149m²), shown edged in red and marked with the letters 'E', 'F' and 'G' on the plan annexed to this deed and marked document letter 'K'. The divided portion of the site marked with the letter 'E' has a superficial area of approximately eighteen square metres (18m²) and is bounded on the South-West by Triq Garcin and on all other compass points by the Ninth Property Site, or more accurate boundaries; the divided portion of the site marked with the letter 'F' has a superficial area of approximately twenty-one square metres (21m²) and is bounded on all compass points by the Ninth Property Site, or more accurate boundaries; the divided portion of the site marked with the letter 'G' has a superficial area of approximately one hundred and ten square metres (110m²) and is bounded on the North East by Triq il-Wied and on all other compass points by the Ninth Property Site, or more accurate boundaries.

"PA" means the Planning Authority, or its successor in title.

"Permitted Uses" means the use of the Property Sites as specified in clause 7.1 (seven point one) (*Permitted Uses*) of this deed.

"Property Sites" means the First Property Site, the Second Property Site, the Third Property Site, the Fourth Property Site, the Fifth Property Site, the Sixth Property Site, the Seventh Property Site, the Eighth Property Site, the Ninth Property Site, the Tenth Property Site, the Eleventh Property Site, the Twelfth Property Site, the Thirteenth Property Site, the Fourteenth



Property Site, the Fifteenth Property Site or the Sixteenth Property Site, as the subject or context requires.

"Second Property Site" means the site consisting of two (2) divided plots of land known as 'Ta' Sqaq it-Torri' or 'Ta' Sisle' with frontage on Triq Gorg Borg, Triq Mro. Giuseppe Camilleri, Triq il-Qanpiena and Triq Tas-Sisle, in Birkirkara; both divided plots of land together having a superficial area of approximately two thousand six hundred and twenty point two (2,620.2m²). The first site, shown edged in red and marked with the letter 'A' on the plan annexed to this deed and marked document letter 'D' is bounded on the South-West in part by Triq Mro. Giuseppe Camilleri and in part by third party property, on the West by Triq Gorg Borg and on the North-West by Triq Tas-Sisle or more accurate boundaries; the second site shown edged in red and marked with the letter 'B' on the plan annexed to this deed and marked document letter 'D' is bounded on the North-West by Triq il-Qanpiena, and on the South and South-East by Triq is-Sisle, or more accurate boundaries.

"Seventh Property Site" means the site in Kirkop, having a superficial area of approximately three hundred and eighty-five square metres (385m²), bounded on the West and East by Triq San Remig, and Triq il-Fieres respectively, and on the North by property of third parties or more accurate boundaries, and which is shown shaded in black and containing its respective measurements on the plan annexed to this deed as document letter 'T'. The site is also known as a plot of land known as 'Ta' Sqaq l-Imdina', Plots numbers six (6) and thirteen (13) (Block F).

Sixteenth Property Site" means the site in Zurrieq having a superficial area of approximately one thousand one hundred and fifty square metres (1,150m²) consisting of a divided portion of land with frontage on Triq Ta' Ciantar and Triq Guzeppi Matthew Callus bounded on the North-East by Triq Ta' Ciantar, on the South-West and North-West in part by Triq Guzeppi Matthew Callus and in part by third party property, or more accurate boundaries and shown edged in red and marked with the letter 'A' on the plan annexed to this deed as document letter 'R'. The site formed part of the lands known as p thirty-one (31), thirty-seven to forty (37-40) Ta' Ciantar, in Zurrieq.

"Sixth Property Site" means the site consisting of a plot of land in Kirkop having a superficial area of approximately four hundred square metres (400m²), bounded on the West by Triq il-Fieres, on the South by property of the Church or its successors in title and on the North by third-party property, or more accurate boundaries, and which is shaded in red on the plan annexed to this deed as Document letter 'H'. The site is known as 'Ta Sqaq l-Imdina' (Block C) Plots thirty-eight (38) and thirty-nine (39).

"Tenth Property Site" means the site consisting of a plot of land having an area of approximately four hundred and fifteen square metres (415m²) in Triq Guze Cassar, Qrendi, bounded in the North West by Triq Guze Cassar, on the East by property of third parties and on the North-West by property of Simon and Raisa Farrugia or their successors in title, or more accurate boundaries, and which is shaded in red on the plan annexed to this deed as document letter 'L'.

"Term" means the term of the Emphyteutical Grant as set out in clause 4 (four) of this deed.

"Third Property Site" means a site consisting of a plot of land in Triq Santa Liena, Triq Rikardu Taylor, Triq l-Irlandizi and Triq San Mark, in Bormla having a superficial area of approximately two thousand seven hundred and forty-one square metres (2,741m²) and is bounded on the South by Triq Santa Liena, on the North by Triq San Mark and on the East by Triq l-Irlandizi, or more accurate boundaries, edged in red on the plan annexed to this deed as document letter 'E'. Expressly excluded from the Third Property Site is the space beneath the site from the forty-seventh (47th) course downwards calculated from the street level at Triq l-Irlandizi and from the sixteenth (16th) course downwards calculated from the lowest road level of the corner between Triq Rikkardu Taylor and Triq Santu Liena as shown on the cross-sectional plan incorporated in the plan annexed to this deed as document letter 'E'.

"Thirteenth Property Site" means the site consisting of a plot of land known as Tal-Andar, Siggiewi, having a superficial area of approximately three thousand eight hundred and thirteen square metres (3,813m²), bounded on the South-West by Triq l-Imdina, on the South-East by Triq it-Tabib Nikol Zammit and on the North-East in part by Triq Dun Manwel Zammit and in part by property



of Doctor Carmel Vella and others or their successors in title, or more accurate boundaries, and which is shown as two (2) separate entities shaded in red on the plans annexed to this deed as documents letter 'O1' and 'O2', which separate entities are adjacent and contiguous to one another and together constitute the Thirteenth Property Site.

"Twelfth Property Site" means the site consisting of a plot of land with frontage on Triq Nazzareno Sammut and Triq San Mattew, in Qrendi, having a superficial area of approximately nine hundred square metres (900m²), bounded on the South-East by Triq San Mattew, on the North-West by Triq Nazzareno Sammut and on the North-East by property of the Housing Authority and others or their successors in title, or more accurate boundaries, and which is shaded in red on the plan annexed to this deed as document letter 'N'.

"Undesirable Person" means a person who:

(a) has been convicted of a crime, wherever committed:

- i. against the safety of the Government in terms of articles fifty five (55) to fifty nine (59), both articles included, of the Criminal Code, Chapter nine (9) of the Laws of Malta (in this deed referred to as the **"Criminal Code"**), or
- ii. against public safety in terms of articles three hundred and eleven (311) to three hundred and seventeen (317), both articles included, of the Criminal Code, or
- iii. specified in the Schedule to the Extradition Act, Chapter two hundred and seventy six (276) of the Laws of Malta, and for a term of imprisonment of more than three (3) years;
- iv. against the Prevention of Money Laundering Act, Chapter three hundred and seventy three (373) of the Laws of Malta;
- v. in violation of the articles three hundred and seven (307) to three hundred and fifteen (315) (both articles included) of the Companies Act, Chapter three hundred and eighty six (386) of the Laws of Malta (in this deed referred to as the **"Companies Act"**) and in violation of article one hundred and ninety one (191) of the Criminal Code;
- vi. against the laws or by the courts of another country with respect to the crimes substantially equivalent to those specified in paragraphs i.(roman number one), iv.(roman number four) and v.(roman number five) above.

(b) is the subject of sanctions or restrictions issued by the United Nations, the European Union or other international governmental body of which Malta is part and which are adopted or applied by the Government in terms of the National Interest (Enabling Powers) Act, Chapter three hundred and sixty five (365) of the Laws of Malta and / or other applicable law, and this for such time as such sanctions remain in force.

(c) is the subject of an international arrest warrant or of a European Arrest Warrant or is otherwise wanted by INTERPOL or other equivalent trans-national police organisation, and this for such time as he so remains.

(d) is insolvent or bankrupt and unable to pay his debts as they fall due.

(e) being a legal entity, the director or other officer or the controlling shareholder of which is:

- i. a person referred to in (a) to (d) above, or
- ii. in case of a director or officer, disqualified to be a director of a company in terms of the Companies Act or of a similar law of a jurisdiction of which the director or officer is a national or resident and this for as long as such person remains so disqualified.

Provided that any person nominated or notified to the Company by the *Dominus*, the Government or any Government authority or any body governed by public law or any other legal person owned or controlled by the Government, shall not be deemed to be an Undesirable Person.

Construction

1. In this deed, unless otherwise expressly stated or the contrary intention appears:

- a) words importing the masculine gender shall include the feminine gender and vice-versa and words importing the neuter gender shall include the masculine and the feminine gender;



b) references to a Recital, Part, heading, section, clause, paragraph, document or schedule is to a Recital, Part, heading, section, clause, paragraph, document or schedule of or annexed to this deed;

c) references to a person include references to any person, whether natural or legal and whether registered or not and whether incorporated or unincorporated, and includes (without limitation) an undertaking and this irrespective of citizenship, place of registration, residence or management;

d) any reference to any law shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any subordinate legislation, legal notices, rules, regulations, orders, notices, directions, consents or permissions (together with any conditions attaching to any of the foregoing) made thereunder;

e) all obligations undertaken by the Parties will be binding on them during the entire Term;

f) any reference to any right or reservation exercisable by or for the benefit of any party will be deemed to include the exercise of such right or reservation by any person or persons authorised by such party, and further, such right or reservation may be exercised with agents, employees, professional advisers, workmen, contractors and others;

g) the term "**Company**" when used in this deed refers to Malita Investments p.l.c. only and does not include the *pro tempore utilista* of the temporary *dominium utile* of a Property Site who is not Malita Investments p.l.c.;

h) where the context permits, the term "**Property Sites**" shall mean the First Property Site and any part thereof, the Second Property Site and any part thereof, the Third Property Site and any part thereof, the Fourth Property Site and any part thereof, the Fifth Property Site and any part thereof, the Sixth Property Site and any part thereof, the Seventh Property Site and any part thereof, the Eighth Property Site and any part thereof, the Ninth Property Site and any part thereof, the Tenth Property Site and any part thereof, the Eleventh Property Site and any part thereof, the Twelfth Property Site and any part thereof, the Thirteenth Property Site and any part thereof, the Fourteenth Property Site

A handwritten signature, possibly 'MUR', is written vertically on the right side of the page. A long vertical line extends from the top of the signature down towards the bottom of the page.

and any part thereof, the Fifteenth Property Site and any part thereof and the Sixteenth Property Site and any part thereof, together with all the Immovable Things which now, or in the future shall, appertain to them; the term, "Property Site" shall be construed accordingly.

2. The headings in this deed are inserted for convenience only and do not affect its construction.

3. The documents annexed to this deed shall be and be construed to form a substantial and integral part of this deed and any reference to this deed shall include a reference to the said documents.

RECITALS

Whereas:

(A) The Company wishes to take on temporary emphyteusis the Property Sites and the Housing Authority is willing to grant on temporary emphyteusis the Property Sites to the Company.

(B) The Housing Authority has yet to acquire the Ninth Property Site Excluded Area.

(C) This deed and each one and all its Parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of the eighteenth (18th) day of December of the year two thousand and seventeen (2017), a copy of which is attached to this deed as document letter 'B'.

Now therefore, by virtue of this deed:

The First Part

1. Grant of Emphyteusis

1.1. By virtue of this deed, the Housing Authority hereby grants by title of temporary emphyteusis to the Company, which accepts and acquires by the same



title of temporary emphyteusis, the Property Sites, (for the purposes of clarity with the exclusion of the Ninth Property Site Excluded Area) for the Term and for the consideration and upon the terms and conditions set out and contained in this deed.

2. The Property Sites

2.1. The Parties agree that:

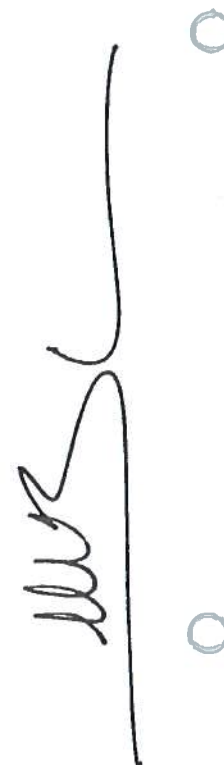
(a) The Property Sites are hereby granted with all their respective rights and appurtenances including (save as otherwise stated in the definition of the Property Sites) the spaces above and the spaces underlying the Property Sites.

(b) The Property Sites include all the Immovable Things, which now or in the future shall appertain to the Property Sites.

(c) The Property Sites (*as dominant tenement*) are hereby granted as enjoying the existing easements which arise from the position of the Property Sites in relation to other properties which are adjacent to or overlie or underlie the Property Sites (*as servient tenement*).

(d) The Property Sites (*as servient tenements*) are hereby granted as subject to the existing easements which arise from the position of the Property Sites in relation to other properties which are adjacent to or overlie or underlie the Property Sites (*as dominant tenements*).

2.2. Save as otherwise stated on this deed and subject to the terms and conditions of this Emphyteutical Grant, the Property Sites are hereby granted and acquired as free and unencumbered and as such also as free from any other burdens, ground-rents (save for the Ground-rent), other easements, hypothecs, privileges (save for the privilege reserved by the *Dominus* in its favour on this deed in terms of clause 5.6 (five point six), charges, cautions, any third party rights whether real

A handwritten signature in black ink is written vertically on the right side of the page. To the right of the signature is a vertical line with two small circles at the top and bottom, resembling a margin or a decorative element.

or personal and of whatever type or nature and as free from any litigation, threatened or otherwise and with immediate vacant possession in favour of the *Emphyteuta*.

3. Terms and Conditions

3.1. This Emphyteutical Grant is governed by the terms and conditions set out in this First Part and, except to the extent lawfully excluded or modified hereby, also by the provisions of the Civil Code, Chapter sixteen (16) of the Laws of Malta.

4. Term

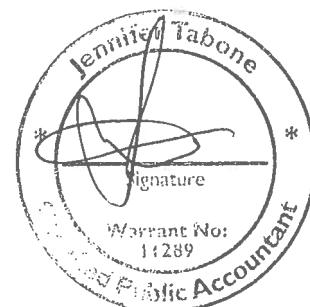
4.1. This Emphyteutical Grant is made and accepted for a period of twenty-eight (28) years commencing from the date of publication of this deed.

5. Consideration

5.1. Ground-Rent

5.1.1. This Emphyteutical Grant is made and accepted in consideration of the total annual temporary ground-rent of one hundred and thirty-nine thousand six hundred and three euro (€139,603), provided that for the first year of the Emphyteutical Grant, the *Emphyteuta* shall be bound to pay an abated Ground-rent in the sum of eighty thousand seven hundred and forty-three (€80,743).

5.1.2. The Ground-rent is payable by the *Emphyteuta* to the Dominus half-yearly in advance as from the date of publication of this deed until the expiry or earlier termination of this Emphyteutical Grant. The first payment of Ground-rent in the sum of forty thousand three hundred and seventy one euro and fifty cents (€40,371.50) is being paid on this deed by the



Emphyteuta to the *Dominus*, which accepts and remits receipt for the same sum.

- 5.1.3. The Ground-rent shall be revised upwards, with the first revision occurring on the lapse of the third (3rd) year of this Emphyteutical Grant, once every three (3) years at the end of the relevant three (3) year period by increasing the *pro tempore* ground-rent payable during the year immediately preceding the relative revision by five per cent (5%).
- 5.1.4. Interest at the rate of eight *per cent* (8%) *per annum* shall automatically accrue, without the need of any other formality, judicial or otherwise, on the Ground-rent and on any other amount due by the *Emphyteuta* to the *Dominus* in terms of this Emphyteutical Grant if not paid when due, which interest shall accrue on the daily balance of the sum due with effect from the due date up to the date of effective payment.
- 5.1.5. The Ground-rent shall be paid by the *Emphyteuta* without demand, deduction or set-off unless otherwise agreed to in writing by the *Dominus*.
- 5.1.6. In order to secure the payment of the Ground-rent and the proper performance of each and all of the obligations arising from this Emphyteutical Grant, the *Dominus* reserves in its favour the special privilege on the Property Sites accorded to the *Dominus* by law.
- 5.2. **Premium**
- 5.2.1. This Emphyteutical Grant is being made and accepted for a premium of one million one hundred seventy-seven thousand and two hundred Euro (€1,177,200),

A large, stylized handwritten signature in black ink, positioned vertically on the right side of the page. The signature appears to be a cursive name, possibly 'M. R.', written over a long vertical line.

due for one (1) time only, and which is being paid hereon by the *Emphyteuta* to the *Dominus*, which accepts and remits receipt for the same sum. ³

6. Warranties of the *Dominus*

6.1. The *Dominus* warrants in favour of the Company which accepts that it has good and valid title to the Property Sites and it further warrants in favour of the Company which accepts the quiet and peaceful possession of the Property Sites with all their rights and appurtenances according to law.

6.2. The *Dominus* also warrants and guarantees in favour of the Company, which accepts, that:

(a) the Property Sites may legally be transferred to the Company in terms of this deed and may be used for the Permitted Uses;

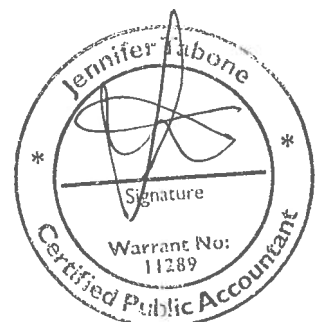

(b) the Property Sites are free and unencumbered as stated in clause 2.2 (two point two) above and shall be transferred with immediate vacant possession in favour of the Company; and

(c) there are no proceedings pending or threatened in connection with and/or relating to the Property Sites and that there are no circumstances which are likely to give rise to any litigation or arbitration (save as otherwise disclosed in writing to the Company prior to today).

7. Obligations of the *Emphyteuta*

7.1. Permitted Uses

7.1.1. Save as may otherwise be allowed in writing by the *Dominus*, the *Emphyteuta* shall use the Property Sites exclusively to promote the safeguarding of the environment and the development of agriculture, and



to meet the Country's most pressing social requirements, such as social housing and public utilities, as well as for humanitarian, educational and cultural purposes.

7.1.2. Without prejudice to the above, it is being hereby agreed that the said Property Sites shall be used for social housing requirements and public and community services / utilities ancillary thereto.

7.2. **Maintenance and Repairs**

7.2.1. For the duration of this Emphyteutical Grant, the *Emphyteuta* shall keep the Property Sites at all times in a good state of repair and at its own risk, cost and expense it shall carry out:

(a) all preventive and remedial maintenance as may be necessary in accordance with applicable law and internationally recognised industry standards; and

(b) all ordinary and extraordinary repairs and maintenance;

and on the termination of the Emphyteutical Grant by effluxion of time or on the dissolution of the Emphyteutical Grant for any other reason, the *Emphyteuta* shall relinquish and return the Property Sites and any permanent improvements thereon without any right of compensation under this deed (save for the compensation due in terms of clause 10 (ten) (*Dissolution of the Emphyteutical Grant by the Emphyteuta*) and clause 15.9 (fifteen point nine), in a good state of repair and operation, fair wear and tear excepted.

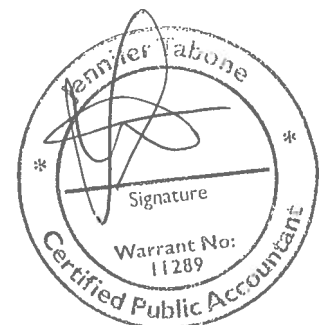
A handwritten signature in black ink, appearing to be 'WST', is written vertically on the right side of the page. The signature is written over a vertical line that extends from the top of the signature down towards the bottom of the page.

7.3. **Access Rights**

7.3.1. When requested by notice in writing to do so by the *Dominus* and subject to reasonable notice, the *Emphyteuta* shall give access and all reasonable assistance to enable the *Dominus* or any person delegated by the *Dominus* to inspect the Property Sites or any of them at reasonable times to ascertain whether the material conditions of this Emphyteutical Grant are being or have been complied with or otherwise to carry out and execute any function competent to them at law.

7.4. **Works**

7.4.1. Save as otherwise stated in clause 7.4.2 (seven point four point two) below, the *Emphyteuta* shall not implement any Works (as the term is hereunder defined) in, on or under the Property Sites without first obtaining the prior consent in writing of the *Dominus* which consent shall not be unreasonably withheld or delayed and which may be subject to any reasonable conditions the *Dominus* shall reasonably deem fit. As a condition to evaluating any request by the *Emphyteuta* pursuant to this provision, the *Dominus* may require the *Emphyteuta* to provide plans, specifications or other similar information to the *Dominus* or to affect any reasonable technical or similar study to enable the *Dominus* to evaluate the *Emphyteuta's* request. The *Dominus* shall communicate its consent or otherwise, in accordance with a reasonable time limit set out in the *Emphyteuta's* written request taking into account the nature of the Works in question.



7.4.2. If the Works (as the term is hereunder defined) are a Permitted Construction, Reconstruction or Refurbishment (as the term is hereunder defined), the *Emphyteuta* may execute the Works without the necessity of first obtaining the prior consent in writing of the *Dominus*: provided that the *Emphyteuta* shall, following the completion of the Permitted Construction, Reconstruction or Refurbishment, be obliged to notify the *Dominus* of the completion of the said Works.

7.4.3. For the avoidance of doubt as to whether any works fall within the definition of "Permitted Construction, Reconstruction or Refurbishment", the *Emphyteuta* may, but shall not be obliged, at any time, apply to the *Dominus* for confirmation as to whether such works shall be considered a Permitted Construction, Reconstruction or Refurbishment. If the *Dominus* shall fail to reply to a request made for the above mentioned purpose within thirty (30) days from the date of service of the request, the *Emphyteuta* shall have the right to proceed with those Works which two independent architects appointed by the President of the Kamra tal-Periti certify as falling within the definition of "Permitted Construction, Reconstruction or Refurbishment". On receipt of the said certificates the *Emphyteuta* shall send copies thereof to the *Dominus*.

A large, stylized handwritten signature in black ink, positioned vertically on the right side of the page. The signature appears to be a cursive name, possibly 'M. M.', written in a vertical orientation.

7.4.4. Any Works implemented by the *Emphyteuta* shall be carried out at the *Emphyteuta*'s sole risk and expense and responsibility. In all cases, the *Emphyteuta* must ensure that it is in full possession of the required permits in terms of law, including any permits required by the PA. Such Works are to be carried out in accordance with standard practices and the PA

permissions under the supervision and charge of a duly qualified architect or civil engineer appointed by the *Emphyteuta*. On completion of such Works the *Emphyteuta* shall supply the *Dominus* with a completion certificate addressed to the *Emphyteuta* and the *Dominus* jointly by the architect or civil engineer appointed by the *Emphyteuta* as aforesaid and if applicable with a full compliance certificate issued by the PA at the relevant time.

7.4.5. The Parties agree that the Works including all buildings, structures, developments, additions, infrastructure, facilities, installations, innovations, equipment, plant and machinery and other permanent improvements on a Property Site shall accede to a Property Site without the right to compensation even on the expiration or termination of this Emphyteutical Grant for whatever reason (save for the compensation due in terms of clause 10 (ten) (*Dissolution of the Emphyteutical Grant by the Emphyteuta*) and clause 15.9 (fifteen point nine).

7.4.6. Nothing in this clause 7.4. (seven point four) (*Future Works*) shall be deemed to waive the obligations of the *Emphyteuta* arising from any law or this deed to obtain the required permits, licences or other authorisations in terms of law.

7.4.7. The *Emphyteuta* is prohibited from extending in any manner any building or structure to be constructed or erected on the Property Sites onto land adjacent to the Property Sites, whether such land is also owned by the *Emphyteuta* or otherwise, without the prior written consent of the *Dominus*.



7.4.8. For the purposes of this clause 7.4 (seven point four) (*Future Works*):

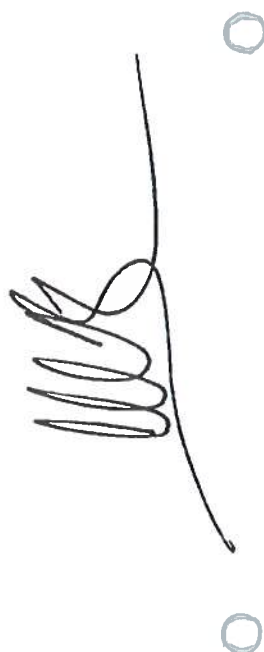
"Permitted Construction, Reconstruction or Refurbishment" means any Works which:

- (a) are necessary for or conducive to the operation and management for which the Property Sites can be used in terms of the Permitted Uses; or
- (b) are required for the maintenance, repair, administration or replacement of the Property Sites or any part thereof for any reason, including compliance with standards; or
- (c) are required by this deed or by law; or
- (d) are essential because of an emergency.

"Works" means any work including, but not limited to, demolition, construction, development, excavation, tunnelling, structural alteration, modification, replacement, installation, removal, relocation, innovation and improvement of a material nature which alters the configuration, nature, designation, design, aesthetic, specifications and other physical attributes of a Property Site and / or the Immovable Things which now, or in the future shall, appertain to the Property Sites.

7.5. **Compliance with Law and Other Obligations**

7.5.1. The *Emphyteuta* shall, at its sole cost and expense, comply with all legislation, rules, regulations, and administrative orders applicable to Malta, now in force, or which may hereafter be in force, applicable to the Property Sites and / or the business or activities carried out on or from the Property Sites, and shall faithfully observe all conditions included in all licences, permits and authorisations issued to the



Emphyteuta or for the Property Sites in relation to the business or activities being carried out from the Property Sites, now in force or which may hereafter be in force. In particular but without prejudice to the generality of the foregoing, the *Emphyteuta* shall obtain and comply with all licenses and permits necessary for the use of the Property Sites in accordance with the Permitted Uses.

7.5.2. The *Emphyteuta* shall be bound to carry out all obligations in respect of the Property Sites imposed on the owners of immovable property and the *Dominus* shall not be bound under any circumstance to contribute to the expense required for the carrying out of any such obligations whatever may be the amount of such expense and whatever may be the remaining period of the Emphyteutical Grant when such obligations fall due to be carried out.

7.5.3. The *Emphyteuta* shall not permit oil, grease, trade wastes or other deleterious matter to enter the public drains and sewers and shall employ such plant for treating any deleterious effluent before permitting the same to enter such drains and sewers as may be reasonably required by the *Dominus* or by law, from time to time.

7.5.4. The *Emphyteuta* shall not make any excavation in search of water on the Property Sites.



7.5.5. The *Emphyteuta* shall not cause damage to existing public services passing through, under or above the Property Sites and when damage is caused or the temporary removal is necessary it shall be bound to re-instate same as soon as possible.

7.5.6. The *Emphyteuta* shall grant all necessary assistance to competent authorities to facilitate the exercise of their duties at law.

7.5.7. All bills and charges relating to the Property Sites, including deposits, fees and charges for water, electricity, drainage, telephone and any other service or utility used in or upon or furnished to the Property Sites, shall be paid by the *Emphyteuta*.

7.6. **Antiquities**

7.6.1. The *Emphyteuta* shall give immediate notice to the relevant authority in terms of law of the discovery of any antiquities, objects or monuments of local, antiquarian or archaeological importance on the Property Sites (including all old remains such as caves, tombs, wells, stonewalls, pottery, coins, bones and other objects of a similar nature) that the *Emphyteuta* may discover on the Property Sites, which find shall be deemed to be the property of the *Dominus*.

7.6.2. On obtaining information of any such discoveries, the *Dominus* shall have the right of access to any part of the Property Sites to which these finds purport to relate for the purpose of inspecting these finds and on ascertaining the existence thereof, the *Dominus* shall have the right to rescind this Emphyteutical Grant in




respect only of the parts of the Property Sites where these finds are or may be found.

7.6.3. In any such case, the *Emphyteuta* shall have the right to demand that the rescission of this Emphyteutical Grant be extended to the whole of the Property Sites (or any one of them) if it is shown that the remaining part of the Property Sites (or any one of them), after detaching the said parts where the finds are or may be found, would not be suitable for the purpose for which it was acquired.

7.7. **Insurance**

7.7.1. Without prejudice to any other obligation of the *Emphyteuta* under any applicable law and applicable regulations and under this deed, the *Emphyteuta* shall take out and keep throughout the term of the Emphyteutical Grant an insurance policy or policies covering the Property Sites and all improvements thereon for their respective replacement value against any damage caused by any event or circumstance which is insurable by insurance companies operating in Malta. The *Emphyteuta* undertakes to keep the sums insured under this insurance policy updated to reflect the replacement value at all times. The *Dominus* and the *Emphyteuta* may, every five (5) years from the date of this deed at the *Emphyteuta's* expense, jointly appoint a neutral qualified third party to obtain an appraisal of the Property Sites inclusive of all the insurable items referred to in this clause and any other additions thereto. The appraiser so appointed shall be approved by the *Emphyteuta's* insurance carrier. If any of the said indemnity values should increase, the *Dominus* may request the *Emphyteuta* to do all that



may be required to increase the amount of such insurance coverage.

- 7.7.2. Without prejudice to any other obligation of the *Emphyteuta* under any applicable law and under this deed, the *Emphyteuta* shall insure and keep insured throughout the term of the Emphyteutical Grant all sums which the *Emphyteuta* and / or the *Dominus* may become legally liable to pay as compensation for damages to any person as a result of the use of the Property Sites by the *Emphyteuta* as are customarily insured with respect to properties and operations of similar character for a minimum limit of liability which shall be determined by mutual agreement of the *Dominus* and the *Emphyteuta* from time to time for each and every accident, which insurance shall also cover the indemnity obligations of the *Emphyteuta* arising from clause 8 (eight) (*Indemnity*) of this deed.
- 7.7.3. The *Emphyteuta* shall also insure against the loss of three (3) years' Ground-rent or any part thereof as a result of an insurable event under the policy or policies mentioned in clause 7.7.1 (seven point seven point one) above.
- 7.7.4. The policies of insurance referred to in this clause 7.7. (seven point seven) (*Insurance*) (collectively referred to as the "**Insurance Policies**") are to be obtained and maintained in force throughout the term of the Emphyteutical Grant by the *Emphyteuta* at its sole expense. The *Dominus* shall be named as an insured under the Insurance Policies as if separately insured under separate policies.

A handwritten signature in black ink, consisting of a series of loops and a long vertical stroke, positioned on the right side of the page.

7.7.5. The *Emphyteuta* shall within a reasonable time supply the *Dominus* with certified true copies of the Insurance Policies with any amendments and relevant renewal receipts of the premiums paid in respect thereof, on commencement and on each renewal.

7.7.6. If the *Emphyteuta* fails to obtain, maintain or renew the Insurance Policies or any of them, the *Dominus* at its sole discretion may affect any missing insurance policies and charge the relative expense.

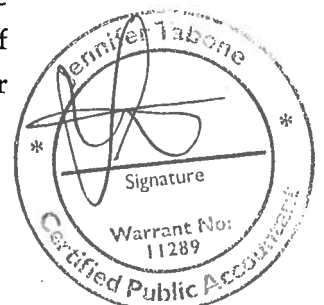
7.8. **Restrictions on Transfer and Encumbrances**

7.8.1. Save as provided in clauses 7.8.2 (seven point eight point two) and 7.8.3 (seven point eight point three) below the *Emphyteuta* may not, without first obtaining the written consent of the *Dominus*, which consent may be granted or withheld in the sole discretion of the *Dominus*:

(a) transfer, burden, dispose of, alienate or otherwise assign, the whole or any part of the Property Sites or grant any real rights in connection with the Property Sites under any title whatsoever including but not limited to: (i) a transfer of the utile dominium of the Property Sites or part thereof or (ii) a grant of the Property Sites in whole or in part by way of sub-emphyteusis;

(b) grant or allow to subsist any Security Interest (as the term is hereunder defined) on the Property Sites or any part thereof,

7.8.2. The *Emphyteuta* shall be entitled to, without the need for obtaining consent from the *Dominus*, grant or create or suffer to subsist any Security Interest over the Property Sites (or any one of them), including any of the facilities, public areas, or any building or



construction thereon, and over all or any of the *Emphyteuta's* rights under this deed for the purpose of obtaining financing through banking institutions and/or other entities which will lend, or through which finance will be made available to the *Emphyteuta* solely for the purposes of developing the Property Sites in accordance with the Permitted Uses; and such Security Interests and any or all of the *Emphyteuta's* rights and obligations under this deed may be assigned, novated or in any other manner transferred or disposed of in connection with the said financings;

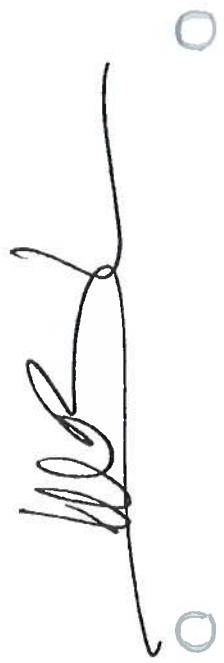
For the purposes of this clause 7.8.2 (seven point eight point two) (*Restrictions on Transfer and Encumbrances*):

"**Security Interest**" means any privilege, mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance or any other agreement or arrangement having substantially the same economic effect and includes any security as defined in the Civil Code, Chapter sixteen (16) of the laws of Malta.

- 7.8.3. Nothing in this deed or this Emphyteutical Grant shall prohibit the *Emphyteuta* from granting on lease or under management agreement or by way of concession, to a person who is not an Undesirable Person, the whole or part of the Property Sites to be used for the Permitted Use.

Provided that:

- (a) the term shall not exceed the term of this Emphyteutical Grant, the terms and conditions of the agreement shall be consistent with the terms and conditions of this deed and the agreement shall be in writing;
- (b) the transferee shall not be an Undesirable Person;



(c) the agreement shall provide that if the transferee is or at any time becomes an Undesirable Person, the lease, management agreement, concession or other agreement shall be terminated on simple notice by the *Emphyteuta* to the transferee and that in such circumstances the *Emphyteuta* shall give such notice when so requested by the Government, which condition shall be imposed on the relative agreement;

(d) nothing in this clause shall be deemed to exonerate the *Emphyteuta* from its obligations arising from this deed or applicable law and the *Emphyteuta* shall be jointly and severally liable with the lessee and or manager and or concessionaire.

It is agreed that ~~that~~^{the} the terms "lease" and "management agreement" and "concession" shall include any form of arrangement under whatever name which has the same effects. It is also specifically agreed that a "lease" and "management agreement" and "concession" of the Property Sites shall not be deemed to be a transfer or disposal of the Property Sites.



7.8.4. In those cases where the consent of the *Dominus* is required in terms of this deed, should the *Emphyteuta* be permitted by the *Dominus* to transfer, dispose of, alienate or otherwise assign, the whole or any part of the Property Sites or grant any real rights in connection with the Property Sites under any title whatsoever, in addition to any other conditions which the *Dominus* may impose together with its consent, the following conditions shall apply:

(a) the terms and conditions of the transfer or disposal shall be consistent with the terms and conditions of this deed;

(b) the transfer or disposal shall be made subject to the terms and conditions of the Emphyteutical Grant and if the transfer permitted is a transfer of the *dominium utile* of the Property Sites or part thereof or a grant of



the Property Sites in whole or in part by way of sub-emphyteusis, the assumption by the transferee of all the applicable obligations of the *Emphyteuta* arising from the Emphyteutical Grant;

(c) the transferee shall not be an Undesirable Person, unless the *Emphyteuta* has obtained the consent of the Government and / or the *Dominus*;

(d) if the transfer permitted is a transfer of the *dominium utile* of the Property Sites or part thereof or a grant of the Property Sites in whole or in part by way of sub-emphyteusis, a recognition fee (*laudemium*) equivalent to one (1) year's ground-rent (or a pro rata part thereof in the case of a partial transfer of the Property Sites) shall be due to the *Dominus* and should the transferee fail to pay the said *laudemium* within forty (40) days of the relative deed of transfer, the *Emphyteuta* and the transferee shall be jointly liable to pay a penalty of two hundred and fifteen euro (EUR215), over and above the *laudemium*, per day of default for mere delay;

7.8.5. Nothing in this clause 7.8 (seven point eight) (*Restrictions on Transfer and Encumbrances*) shall be deemed to waive the obligations of the *Emphyteuta* and / or the prospective transferee arising from any other law concerning the transfer or disposal of immovable property in Malta.

7.8.6. For the purposes of this clause 7.8 (seven point eight) (*Restrictions on Transfer and Encumbrances*), if the *Emphyteuta*, not being the Company, is a company or a legal person, the transfer or issuance of any share or shares of the company or the change of ownership, management or control of the *Emphyteuta*, in any case made without the prior written consent of the *Dominus*, shall be deemed to be a transfer or disposal of the Property Sites made without the prior written consent of the *Dominus* and the *Emphyteuta* shall be in



breach of clause 7.8.1 (seven point eight point one) above. For the avoidance of doubt, the restrictions contained in this clause 7.8.5 (seven point eight point five) shall not apply to the Company.

8. Indemnity

8.1. The *Dominus* and the *Emphyteuta* shall indemnify and keep each other indemnified against and from all losses, damages, costs, expenses and liabilities, suffered by any party as a result of a breach by the other party (the "Defaulting Party") of its obligations under this deed or as a result of the negligence, imprudence, want of attention or as a result of any act or omission constituting a breach of a duty imposed by law on the Defaulting Party.

9. Events of Default

9.1. The occurrence of one or more of the following events (in this deed collectively referred to as the "Events of Default" and each one an "Event of Default") shall constitute a default and breach of this Emphyteutical Grant by the *Emphyteuta* and their occurrence shall, save as provided hereunder, entitle the *Dominus* to dissolve the Emphyteutical Grant (provided that if the default is specific to one Property Site, the dissolution of the Emphyteutical Grant will be limited to the relevant Property Site):

(a) if the *Emphyteuta* fails to pay the Ground-rent for three (3) years or, if although it has made part payments in each year, a sum equal in amount to three (3) years' Ground-rent is still owed to the *Dominus* whether by way of ground-rent or interest thereon; or

(b) if, the Property Sites or any of them are used for any purpose other than the Permitted Uses, unless the



Dominus has consented in writing to such other purpose; or

(c) if the *Emphyteuta* fails to obtain and keep in full effect the Insurance Policies it is required to keep in accordance with the terms of this deed; or

(d) if the *Emphyteuta* is in breach of any of the provisions of clause 7.8. (seven point eight) (*Restrictions on Transfer and Encumbrances*) of this deed; or

(e) if, either because of supervening circumstances or if because there is a change in either management or control of the *Emphyteuta* (or any permitted person who has the possession and enjoyment of the Property Sites or any of them) or in the beneficial ownership of an entity which determines management and control of the *Emphyteuta* (or any permitted person who has the possession and enjoyment of the Property Sites or any of them), it results that the Property Sites or any of them are being controlled by an Undesirable Person; or

(f) if the *Emphyteuta* is in material breach of any of its other obligations of the Emphyteutical Grant; or

(g) if the *Emphyteuta* becomes insolvent; or

(h) if a winding up order against the *Emphyteuta* is made by the Court or the appointment of a liquidator or provisional administrator; or

(i) the passing of a resolution for the voluntary winding up of the *Emphyteuta*; or

(j) the application for, or sanctioning by the Court of, a compromise or arrangement involving the *Emphyteuta* in terms of article three hundred and twenty-seven (327) of the Companies Act, Chapter three hundred and eighty six (386) of the Laws of Malta.

Provided that:

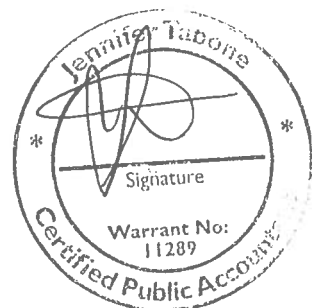
A handwritten signature in black ink, appearing to be 'M. R.', is written vertically on the right side of the page. The signature is cursive and somewhat stylized.

(i) in the event of (a) and (b) above, the *Dominus* shall only be entitled to dissolve this Emphyteutical Grant if the *Emphyteuta* remains in default for ninety (90) days after notice of default is given by the *Dominus* to the *Emphyteuta* by judicial letter. In the event that there is any dispute about the amount due, the *Emphyteuta* shall effect payment of the amount not in dispute and the balance in dispute shall be payable together with interest thereon from the date when the balance was originally due up to the date of effective payment, if such dispute is resolved in favour of *Dominus*; which interest shall accrue at the rate of eight per cent (8%) per annum without the need of any other formality, judicial or otherwise;

(ii) in the event of any of (c) to (j) above, the *Dominus* shall only be entitled to dissolve this Emphyteutical Grant if the *Emphyteuta* remains in default for ninety (90) days after notice of default is given by the *Dominus* to the *Emphyteuta* by judicial letter.

9.2. On the occurrence of any one of the Events of Default and which the *Emphyteuta* fails to remedy despite notice by the *Dominus* and the lapse of the remedy periods listed in provisos (i) and (ii) of clause 9.1. (nine point one) above, the *Dominus* may, at any time thereafter, by notice by registered letter to the *Emphyteuta* demand the dissolution of the Emphyteutical Grant and the reversion in its favour of the Property Sites.

9.3. Save for the provisions of clause 10 (ten) (*Dissolution of the Emphyteutical Grant by the Emphyteuta*) and clause 15.9 (fifteen point nine) of this deed, the *Emphyteuta* waives its right to any compensation arising as a result of the reversion of the Property Sites to the *Dominus* for any reason whatsoever, including any compensation which would otherwise be due in terms



of Article 1523 (one thousand five hundred and twenty three) of the Civil Code of the Laws of Malta.

10. Dissolution of the Emphyteutical Grant by the *Emphyteuta*

10.1. The *Emphyteuta* shall have the right to terminate this Emphyteutical Grant if the *Dominus* is in material breach of any of its obligations of the Emphyteutical Grant. Provided that the *Emphyteuta* shall only be entitled to dissolve this Emphyteutical Grant if the *Dominus* remains in default for ninety (90) days after notice of default is given by the *Emphyteuta* to the *Dominus* by judicial letter.

10.2. The *Emphyteuta* shall also have the right to terminate this Emphyteutical Grant (in relation to any one or more Property Sites) in terms of clause 7.6 (seven point six) (*Antiquities*).

10.3. The *Dominus* shall reimburse all (direct or indirect) losses, damages, costs, expenses and liabilities, including without limitation any costs of Works carried out on, and investments made in, the Property Sites and any financing costs relating to Works and investments in connection with the Property Sites, suffered or incurred by the *Emphyteuta* as a result of dissolution by the *Emphyteuta* of this Emphyteutical Grant in terms of this clause 10 (ten).

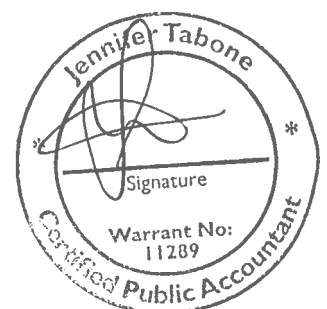
A handwritten signature in black ink, appearing to be 'MURB', is written vertically on the right side of the page. The signature is stylized and somewhat cursive.

10.4. Concurrently with the payment of the compensation payable in terms of clause 10.3 (ten point three) above the *Emphyteuta* and the *Dominus* shall be bound to appear on a notarial deed to dissolve and terminate this Emphyteutical Grant.

10.5. Any amounts of compensation payable to the *Emphyteuta* on dissolution of the Emphyteutical Grant by the *Emphyteuta* shall be limited to the compensation payable in terms of clause 10.3 (ten point three) above, which compensation shall be in full and final settlement of the *Emphyteuta's* rights and claims against the *Dominus*. No further compensation for damages consequent to the dissolution by the *Emphyteuta* may become due to the *Emphyteuta* in excess of the compensation payable in terms of clause 10.3 (ten point three) above.

11. **Surrender of the Property Sites**

11.1. On the termination of the Emphyteutical Grant by effluxion of time, or on the dissolution or rescission of the Emphyteutical Grant for any reason whatsoever and by whoever, the *Emphyteuta* shall surrender to the *Dominus* the Property Sites together with all Immovable Things appertaining thereto whatsoever their value, with vacant possession, free and unencumbered, fully operational in a good state of repair, fair wear and tear excepted, according to law. Save as provided in clause 10 (ten) (*Dissolution of the Emphyteutical Grant by the Emphyteuta*) and clause 15.9 (fifteen point nine) of this deed, the *Emphyteuta* shall have no right to compensation whatever may be the cause of the termination, dissolution or rescission or the remaining period of the Emphyteutical Grant.



12. Third Party Rights

12.1. The dissolution or termination of the Emphyteutical Grant or any part thereof, whether at the instance of the *Dominus* or the *Emphyteuta*, shall be without prejudice to and shall not affect any rights, whether real or personal, in respect of the Property Sites or any part thereof already then acquired by any third party acknowledged or entitled to be acknowledged as an emphyteuta or sub-emphyteuta or by any lessee, manager or concessionaire. Following such dissolution, any ground-rents, sub-ground rents, rents or other fees falling due after dissolution payable by such third parties to the *Emphyteuta* shall be payable to the *Dominus*.

13. Force Majeure

13.1. Neither Party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from Force Majeure (as the term is hereunder defined). Such delay and/or failure resulting from Force Majeure shall not constitute a breach of this deed and the time for performance of the concerned obligation shall be extended by a period equivalent to that during which performance has been prevented by Force Majeure.

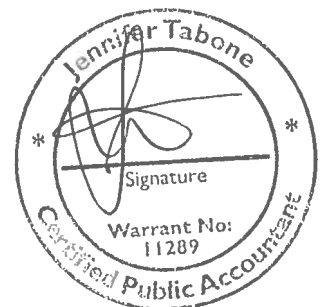
"Force Majeure" means any act, event or circumstance which is beyond the reasonable control of a party, including but not limited to acts of God, war, civil commotion, fire, flood or other calamity, strike, riot, lock-out or other industrial disturbance, terrestrial or extra-terrestrial interference, blockade, insurrection, action, order, direction judgement, including but not limited any other cause of a similar nature, which makes that party's performance of its obligations under this contract impossible, or so impractical as to be considered impossible under the circumstances.

A handwritten signature in black ink, consisting of a vertical line with a loop at the top and a horizontal stroke across the middle.

14. Consents, Approvals or Directions required by the Emphyteuta and the Transfer of the Rights of the Dominus

14.1. The *Dominus* and the *Emphyteuta* agree that all consents, approvals or directions which the *Emphyteuta* is required to obtain from the *Dominus* in terms of this Emphyteutical Grant shall be adequately obtained, if obtained in writing from the *Dominus* or any person or authority substituting the *Dominus* or otherwise nominated by the *Dominus* for this purpose, without any other formality.

14.2. The *Dominus* is entitled to sell, assign or transfer in any manner whatsoever the *dominium directum* of the Property Sites and / or the right to receive the payment of the Ground-rent (as a separate receivable); the *Dominus* and the *Emphyteuta* agree that in the event of the assignment, sale or transfer of the *dominium directum* of the Property Sites or any of them and / or the right to receive payment of the Ground-rent, unless otherwise expressly agreed in writing by the *Dominus* and the *Emphyteuta*, the provisions of clause 14.1. (fourteen point one) above shall continue to apply and all consents, approvals or directions which the *Emphyteuta* is required to obtain from the *Dominus* in terms of this Emphyteutical Grant shall be exclusively obtained, from the *Dominus* or any person or authority substituting the *Dominus* or otherwise nominated by the *Dominus* for this purpose; for this purpose the *Dominus* shall be bound to include the provisions of this clause 14 (fourteen) (*Consents, Approvals or Directions required by the Emphyteuta and the Transfer of the Rights of the Dominus*) in the deed or act of any such assignment, sale or transfer.



The Second Part


15. The Ninth Property Site Excluded Area

- 15.1. The Housing Authority undertakes to grant by title of temporary emphyteusis unto the Company, which accepts and by title of temporary emphyteusis undertakes to acquire, the Ninth Property Site Excluded Area.
- 15.2. The Housing Authority shall transfer the Ninth Property Site Excluded Area, by not later than six (6) months from the date of publication of this deed;
- 15.3. The transfer of the Ninth Property Site Excluded Area as contemplated by the Second Part of this deed shall be made and accepted:
- (a) with an annual and temporary ground-rent of one thousand three hundred and ninety-seven euro (€1,397), payable in the same manner contemplated in this deed for the Property Sites;
 - (b) for a term equivalent to the remaining period of twenty-eight years (28) calculated from the date of publication of this deed; and
 - (c) with all the terms and subject to all the conditions contained in this deed and applicable to the Property Sites;
- 15.4. In the event that the Housing Authority does not transfer the Ninth Property Site Excluded Area as contemplated in the Second Part of this deed, the Emphyteutical Grant of the Ninth Property Site shall terminate *ipso facto* without any further formality being required, save for the public notarial deed of reversion, and shall revert back to the Housing Authority together with all Immovable Things

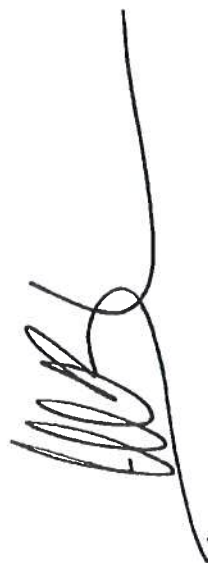
A handwritten signature in black ink, appearing to be 'M. B.', is written vertically on the right side of the page. The signature is written over a horizontal line that spans across the page.

constructed thereon or *in lieu* thereof, subject to the provisions of this clause 15 (fifteen).

- 15.5. The Housing Authority shall be bound and undertakes to transfer to the Company, which accepts, an alternative site to the satisfaction of the Company in its sole and absolute discretion, with an equivalent superficial area, height limitation, and market value to the Ninth Property Site with the inclusion of the Ninth Property Site Excluded Area and which will allow the construction of an equivalent number of residential units which were intended to be constructed on or *in lieu* of the Ninth Property Site including the Ninth Property Site Excluded Area (the "Alternative Site").
- 15.6. The transfer of the Alternative Site shall be made and accepted for a term equivalent to the remaining period of twenty-eight years (28) calculated from the date of publication of this deed and on the same terms and subject to the same conditions applicable to the Ninth Property Site in terms of this deed.
- 15.7. The total ground-rent payable by the *Emphyteuta* in respect of the Property Sites with the exclusion of the Ninth Property Site but the inclusion of the Alternative Site shall be one hundred and forty one thousand Euro (€141,000) per annum, which shall remain regulated in the manner contemplated in clause 5 (five) of the First Part of this deed.
- 15.8. The Housing Authority shall be bound to provide the Alternative Site as contemplated by the Second Part of this deed by not later than three (3) months from the termination of the Emphyteutical Grant of the Ninth Property Site.



- 15.9. In the event that the Housing Authority does not transfer the Ninth Property Site Excluded Area or the Alternative Site as contemplated by the Second Part of this deed, then the Company shall retain the Property Sites (with the exclusion of the Ninth Property Site); provided that the *Emphyteuta* shall be entitled to (a) a reduction of the annual Ground-rent payable in terms of this deed by a sum of twenty-five thousand three hundred thirty-three euro (€€25,333), (b) claim compensation as contemplated in clause 10.3 (ten point three), limitedly with respect to the Ninth Property Site.
- 15.10. The Parties authorise the undersigned Notary to register the Second Part of this deed with the Commissioner for Revenue (Capital transfer Duty Branch).

A handwritten signature in black ink, consisting of several loops and a long vertical stroke extending downwards.

The Third Part

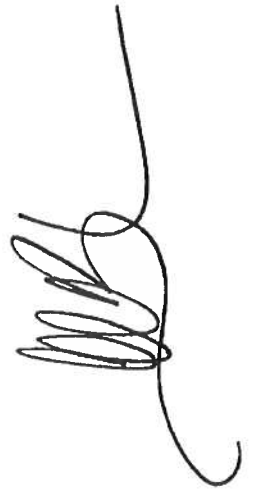
16. General Provisions

16.1. Severability

- 16.1.1. If any part, clause or provision of this deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law or other tribunal finds that any provision of this deed is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16.2. **Waivers**

16.2.1. No waiver by any party (the "Non-Defaulting Party") of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party (the "Defaulting Party") of the same or any other breach. The Non-Defaulting Party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the Non-Defaulting Party's consent to or approval of any subsequent act by the Defaulting Party. The acceptance of ground rent or of any other dues under this deed by the Dominus shall not be a waiver of any preceding breach by the *Emphyteuta* of any provision hereof other than the failure of the *Emphyteuta* to pay the particular ground rent or dues so accepted, regardless of the knowledge of the Dominus of such preceding breach at the time of acceptance of such ground rent or other dues.

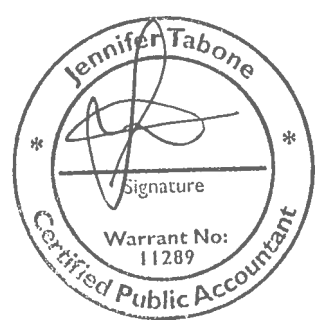


16.2.2. Unless otherwise provided in this deed, no remedy or election hereunder shall be deemed exclusive but shall whenever possible be cumulative with all other remedies available at law.

16.2.3. Any waiver by a Party of any provision hereof shall be valid and enforceable between the relevant Parties if made in writing without the need of any other formality or registration.

16.3. **Delayed Payments**

16.3.1. Except as expressly provided herein, any amounts not paid by the *Emphyteuta* when due to the *Dominus* shall



bear interest at the rate of eight per cent (8%) per annum from the date due.

16.4. Entire Agreement

16.4.1. Each party hereto acknowledges that (i) this deed contains the entire agreement between them with respect to any matter mentioned herein and that no other prior agreement, understanding or document, pertaining to any such matter is effective and (ii) it has not relied upon any oral or written representation made to it by the other party or by the latter's employees, servants or agents, save as otherwise specifically stated in this deed.

16.5. Applicable Law and Jurisdiction

16.5.1. This deed shall be read, governed by and construed according to the Laws of Malta.

16.6. Resolution of Disputes

16.6.1. Any dispute, controversy or claim arising out of or relating to this deed, or the breach, termination or invalidity thereof, shall be settled the Courts of Malta.

16.7. Notices

16.7.1. Unless otherwise expressly provided in this deed, any notice, notification or other communication under or in connection with this deed shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post to the relevant party at the relevant address for service set out below or to such

A large, handwritten scribble or signature in black ink is located on the right side of the page, extending vertically from approximately the level of clause 16.4.1 down to the level of clause 16.5.1. The scribble consists of several overlapping loops and lines, resembling a stylized signature or a large 'X' mark.

other address in Malta as each party may specify by notice in writing to the other party to the deed:

Name:	Housing Authority
Address:	<i>Twenty Two (22) Pretto Floriani Street Fioriana</i>
Attention:	<i>The Chairman</i>
Name:	Malita Investments p.l.c.
Address:	Clock Tower, Level 1 (one), Tigne Point, Sliema, Malta
Attention:	The Chairman

16.7.2. Any such notice or other communication shall be deemed to have been served on the party to whom it is addressed as follows:

- (i) If sent by hand or recorded delivery when so delivered;
- (ii) If sent by pre-paid first class post from and to any place within Malta, three days after posting, unless otherwise proven.

16.7.3. For the avoidance of doubt, it is agreed that the provisions of this clause 16.7. (sixteen point seven) (*Notices*) do not apply to judicial acts filed in the Courts of Malta which will be served in accordance with applicable Court procedures and service of such judicial acts shall be deemed to have been made in terms of law.

16.8. **Costs**

16.8.1. Notarial fees and expenses payable upon publication of this deed shall be paid by the Company.



16.8.2. Each Party shall be responsible for the payment of the fees of its own advisors.

17. Statutory Declarations

17.1. For the purposes of the Government Lands Act, Chapter 573 (five hundred and seventy-three) of the Laws of Malta, this deed and each one and all its Parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of the eighteenth (18th) day of December of the year two thousand and seventeen (2017).

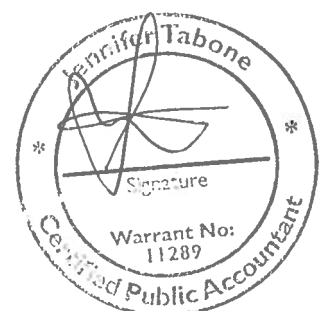
17.2. For the purposes of the Immovable Property (Acquisition by Non-Residents) Act, Chapter two hundred and forty six (246) of the Laws of Malta (the "AIP Act") the representative on this deed of Malita Investments p.l.c. (the "Company") declares that the Company qualifies to acquire the temporary *dominium utile* of the Property Sites acquired on this deed without the necessity of obtaining a permit under the AIP Act for the reason that (i) it is constituted under the laws of Malta; (ii) it has its registered address, principal place of residence and of business in Malta; (iii) not less than seventy five per cent (75%) of the shareholding in the said Company and not less than seventy five per cent (75%) of the controlling shares of the said Company belong to European Union citizens who have resided continuously in Malta for at least five (5) years; (iv) it is not in any manner and whether directly or indirectly controlled by one or more non-resident persons; and (v) that the Property Sites are required by the Company for the purpose of carrying out the activity for which the Company has been set up which purpose is also represented in the Memorandum and Articles of Association of the

A handwritten signature in black ink, consisting of several loops and a long vertical stroke, positioned to the right of the text in paragraph 17.2.

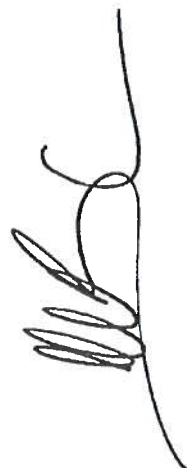
Company; and that they are making this declaration after I the undersigned Notary warned them of the importance of the truthfulness and of the consequence in the case of false or erroneous declarations.

17.3. For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (364) of the Laws of Malta:

- (i) The Housing Authority acquired the Property Sites as follows:
 - a. The First Property Site, the Tenth Property Site, the Eleventh Property Site and the Sixteenth Property Site were acquired by the Housing Authority in terms of Legal Notice sixty-one of the year one thousand nine hundred and ninety-nine (L.N.61/1999)
 - b. The Second Property Site, the Sixth Property Site, and the Seventh Property Site were acquired by the Housing Authority in terms of Legal Notice two hundred and forty-two of the year two thousand and six (L.N.242/2006);
 - c. The Third Property Site was acquired by the Housing Authority in terms of Legal Notice six of the year two thousand and sixteen (L.N.6/2016);
 - d. The Fourth Property Site, the Fifth Property Site, the Twelfth Property Site, and the Thirteenth Property Site were acquired by the Housing Authority in terms of Legal Notice four hundred and ten of the year two thousand and five (L.N.410/2005);
 - e. The Eighth Property Site was acquired by the Housing Authority in terms of Legal Notice three hundred and sixty-two of the



- year two thousand and nine (L.N.362/2009);
- f. The Fourteenth Property Site was acquired by the Housing Authority in terms of Legal Notice one hundred and twenty of the year one thousand nine hundred and ninety-nine (L.N.120/1999);
 - g. The Fifteenth Property Site was acquired by the Housing Authority in terms of Legal Notice two hundred and eighty-four of the year two thousand and six (L.N.284/2006); and
 - h. The Ninth Property Site was acquired by the Housing Authority by onerous title, by virtue of the following deeds;
 - i. Two (2) deeds in the records of Notary Doctor Tania Farrugia of the fifteenth (15) day of June of the year two thousand and six (2006) and of the fifth (5th) day of January of the year two thousand and ten (2010);
 - ii. Three (3) deeds in the records of Notary Doctor Angele Rapa, one (1) of which of the twenty-seventh (27th) day of May of the year two thousand and nine (2009) and the remaining two (2) of the sixteenth (16th) day of October of the year two thousand and nine (2009);
- (ii) the ad valorem duty due by the *Emphyteuta* on this deed amounts to one hundred and twelve thousand two hundred and sixty euro (€112,260).

A handwritten signature in black ink, consisting of a vertical line with several loops and a horizontal flourish at the bottom.

17.4. For the purposes of the Income Tax Management Act, Chapter three hundred and seventy two (372) of the

Laws of Malta and the Income Tax Act, Chapter one hundred and twenty three (123) of the Laws of Malta:

i. The *Dominus* and the *Emphyteuta* declare that for the purposes of sub-article twelve (12) of article five capital A (5A) of the Income Tax Act, they have declared to the undersigned Notary all the facts that determine if the transfers made by virtue of this deed is one to which the aforesaid article 5A applies or otherwise and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the temporary *dominium utile* of the Property Sites or any of them transferred by virtue of this deed, if this value is higher than the consideration for the transfer. The *Dominus* and the *Emphyteuta* make such declaration after I the undersigned Notary warned them about the importance of the truthfulness of this declaration of theirs.

ii. I the undersigned Notary declare that the *Dominus* does not pay income tax or capital gains tax.



18. List of Documents

18.1. Since the documents annexed to this deed are more than five (5), a list of the annexed documents is also annexed to this deed as a document marked with the letter "X" for the signature of the parties in lieu of the documents themselves as allowed by law.

This deed has been done, read and published by me the undersigned Notary after I explained the contents hereof to the Parties hereto according to the law in Malta

2' Pddle: measuring seven hundred ninety six point five square metres (796.5m²)

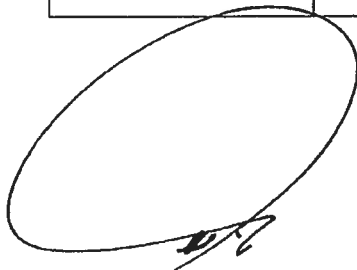
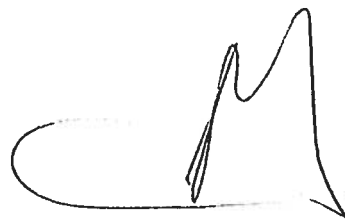




Document X

LIST OF DOCUMENTS

Document A	Board Resolution of the Company
Document B	Special Resolution of the House of Representatives
Document C	Plan of the First Property Site
Document D	Plan of the Second Property Site
Document E	Plan of the Third Property Site
Document F	Plan of the Fourth Property Site
Document G	Plan of the Fifth Property Site
Document H	Plan of the Sixth Property Site
Document I	Plan of the Seventh Property Site
Document J	Plan of the Eighth Property Site
Document K	Plan of the Ninth Property Site and the Ninth Property Site Excluded Area
Document L	Plan of the Tenth Property Site
Document M	Plan of the Eleventh Property Site
Document N	Plan of the Twelfth Property Site
Document O1	Plan of part of the Thirteenth Property Site
Document O2	Plan of the remaining part of the Thirteenth Property Site
Document P	Plan of the Fourteenth Property Site
Document Q	Plan of the Fifteenth Property Site
Document R	Plan of the Sixteenth Property Site





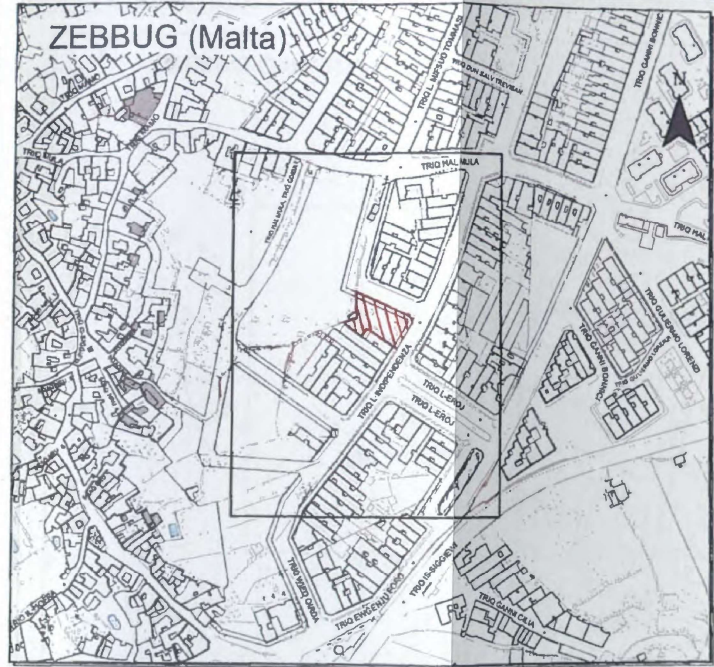
P



Scale 1:1000



14



Gvern ta' Malta

Pjanta tas-Sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet
Casa Bolino, 116, Triq il-Punent, Valletta



Land Registry
Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number: 51586 M	Pozizzjoni Ċentrali: x = 50100 Centre Coordinates: y = 69899	Parti min S.S.: 5069 Extracted from S.S.:	Data: 15/11/2017 Date:
---------------------------------------	---	--	---------------------------

Perit:
Architect: *[Signature]*
Perit Marc Vincent Spiteri
E.E. & A. (Hons), A. & C.E.
Architects Harry Luke, Mgarr, MGR 1507
Mob: 79453700

Qies (metri kwadri):
Area (square metres): 841.77 sqm

Firma ta' l-Applikant:
Applicant's Signature:

Dritt imhallas
Fee Paid

No.

Partial Renunciation
to Temporary
Dominium Utile

Variation of
Emphyteutical
Conditions

Before me, Doctor of Laws Marco Burlo', a Notary Public, duly admitted and sworn, have personally appeared and identified themselves according to law, by means of the hereunder mentioned official documents:

Of the first part:

[•], who appears on this deed in the name and on behalf of the **Housing Authority**, a body corporate established in terms of the Housing Authority Act, Chapter two hundred and sixty-one (261) of the laws of Malta duly authorised for this purpose in terms of the Housing Authority Act.

Of the second part:

[–] who appears on this deed in the name and on behalf of **Malita Investments p.l.c.**, a public limited liability company with company registration letter C number five three zero four seven (C53047) and registered address at Clock Tower, Level 1 (one), Tigne Point, Sliema, Malta, duly authorised to appear on this deed by written resolution of the directors of the Company, a copy of which is annexed to this deed as a document marked with the letter "A".

The Parties

The Housing Authority and the Company are in this deed collectively referred to as the "**Parties**" and each one a "**Party**".

Definitions

In this deed, unless otherwise expressly stated or the context otherwise requires or the contrary intention appears and in addition to any other definitions contained elsewhere in this

deed, the following terms have the following meanings respectively assigned to them:

“Company” means **Malita Investments p.l.c.**, a public limited liability company with company registration letter C number five three zero four seven (C53047).

“Deed of Emphyteusis” means the notarial public deed in my records of the twenty-ninth (29th) day of December of the year two thousand and seventeen (2017), deed number sixty (60) by virtue of which the Housing Authority granted on temporary emphyteusis to the Company the Property Sites.

“Emphyteutical Grant” means the temporary emphyteutical grant of the Property Sites executed by the Housing Authority to the Company by virtue of the Deed of Emphyteusis.

“Fourteenth Property Site” means the site in Triq l-Indipendenza, in Zebbug, Malta, consisting of a plot of land having a superficial area of approximately eight hundred and forty-one point seven seven square metres (841.77m²), bounded on the South-East by Triq l-Indipendenza and on the North-West and South-West by property of third parties, or more accurate boundaries, and which is edged in red on the plan marked as document letter ‘P’ attached to the Deed of Emphyteusis. The site formed part of the land known as plots fifteen to nineteen (15-19) Hal Mula, Zebbug, Malta.

“Land Registry” means the office in Malta constituted by virtue of the Land Registration Act, chapter two hundred and ninety-six (296) of the Laws of Malta, for the purposes of registration of title to land.

“Property Sites” means the First Property Site, the Second Property Site, the Third Property Site, the Fourth Property Site, the Fifth Property Site, the Sixth Property Site, the Seventh Property Site, the Eighth Property Site, the Ninth Property Site, the Tenth Property Site, the Eleventh Property Site, the Twelfth Property Site, the Thirteenth Property Site, the Fourteenth Property Site, the Fifteenth Property Site or the Sixteenth Property Site, as the subject or context requires, all Property Sites as described in the Deed of Emphyteusis and

in the schedule attached to this deed and marked document letter "___".

"Public Registry" means the office in Malta of the Public Registry constituted by the Public Registry Act chapter fifty-six (56) of the laws of Malta for the registration of causes of preference among creditors, for the enrolment of acts requiring registration in order to have effect in regard to third parties, and for all other registrations required by law.

Construction

1. In this deed, unless otherwise expressly stated or the context otherwise requires or the contrary intention appears:

a) words importing the masculine gender shall include the feminine gender and vice-versa and words importing the neuter gender shall include the masculine and the feminine gender;

b) references to a Recital, Part, heading, section, clause, paragraph, document or schedule are to a Recital, Part, heading, section, clause, paragraph, document or schedule of or annexed to this deed;

c) references to a person include references to any person, whether natural or legal and whether registered or not and whether incorporated or unincorporated, and includes (without limitation) an undertaking and this irrespective of citizenship, place of registration, residence or management;

d) any reference to any law shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any subordinate legislation, legal notices, rules, regulations, orders, notices, directions, consents or permissions (together with any conditions attaching to any of the foregoing) made thereunder.

2. The headings in this deed are inserted for convenience only and do not affect its construction.

3. The documents attached to this deed are and shall be construed to form a substantial and integral part of this deed and any reference to this deed shall include a reference to the said documents.

RECITALS

Whereas:

(A) By virtue of the Deed of Emphyteusis, the Housing Authority granted on temporary emphyteusis to the Company, which accepted and acquired by the same title of temporary emphyteusis, the Property Sites, for a period of twenty-eight (28) years commencing from the twenty-ninth (29th) day of December of the year two thousand and seventeen (2017);

(B) During the term of the Emphyteutical Grant the Property Sites are to be used exclusively for the Permitted Uses (as defined in the Deed of Emphyteusis);

(C) The Company has started to develop parts of the Property Sites and has to date made a significant investment for this purpose;

(D) The Company deems that an extension of the Term (as defined in the Deed of Emphyteusis) of the Emphyteutical Grant will be conducive to the better performance of the obligations undertaken by the Company in terms of the Deed of Emphyteusis and has requested the Housing Authority to extend the Term (as defined in the Deed of Emphyteusis) of the Emphyteutical Grant by an additional eight (8) years such that the term of the Emphyteutical Grant will extend for a period of thirty-six (36) years commencing from the twenty-ninth (29th) day of December of the year two thousand and seventeen (2017);

(E) Whereas the Housing Authority has requested the Company to renounce to the temporary dominium utile of the Fourteenth Property Site granted to it pursuant to the Deed of Emphyteusis;

(F) The Company has agreed to renounce to the temporary dominium utile of the Fourteenth Property Site against no monetary payment but in consideration of and subject to the extension of the term of the Emphyteutical Grant by an additional eight (8) years;

(G) This deed and each one and all its Parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of the [-], a copy of which is attached to this deed as document letter '[-]'.

Now therefore, by virtue of this deed:

The First Part

1. Partial Renunciation of Emphyteutical Rights

1.1 By virtue of the First Part of this deed, the Company hereby irrevocably and with immediate effect renounces in favour of the Housing Authority which accepts, to the temporary dominium utile granted to it by virtue of the Deed of Emphyteusis, solely and limitedly with regard to the Fourteenth Property Site and therefore the Company hereby gives and returns unto the Housing Authority, which accepts, the Fourteenth Property Site with free and vacant possession – *tale quale* and in an 'as is' state and condition, with all its rights and appurtenances.

2. Effects of Renunciation

2.1 The Fourteenth Property Site is reverting to the Housing Authority in full and absolute ownership.

2.2 The Housing Authority declares to have thoroughly inspected the Fourteenth Property Site and accepts the same *tale quale* and in an 'as is' state and condition.

2.3 The Parties agree that pursuant to the renunciation executed under Article 1.1 of this deed, all rights of the Company over the Fourteenth Property Site arising from the Deed of Emphyteusis are extinguished.

2.4 The Parties declare that by virtue of the Deed of Emphyteusis the Property Sites were granted on temporary emphyteusis by the Housing Authority to the Company in consideration of the total annual temporary ground-rent of one hundred and thirty-nine thousand six hundred and three euro (€139,603), revisable upwards in accordance with the provisions of the Deed of Emphyteusis and that as at today the ground-rent burdening the Property Sites is one hundred and forty-six thousand, five hundred and eighty three euro and sixteen cents (€146,583,16). The Housing Authority and the Company agree that the renunciation by the Company of the temporary dominium utile over the Fourteenth Property Site in terms of Article one point one (1.1) of this deed and the consequent reversion of Fourteenth Property Site unto the Housing Authority shall, with effect from the date of this deed, bring about the proportionate diminution of the annual temporary revisable ground-rent payable in terms of the Deed of Emphyteusis and that the current ground-rent burdening the remaining Property Sites, that is the current ground-rent burdening the Property Sites less the Fourteenth Property Site, shall be reduced to one hundred and forty thousand six hundred seventy four Euro and ninety four cents (€140,674.94) but shall otherwise remain regulated by and revisable in accordance with the terms and conditions of the Deed of Emphyteusis.

2.5 The Housing Authority acknowledges and hereby gives its consent to the non-renewal and cancellation of any insurance policy taken out by the Company in accordance with Article seven point seven (7.7) of the Deed of Emphyteusis, covering the Fourteenth Property Site and any improvements effected thereon, as a consequence of the reversion of the Fourteenth Property Site to the Housing Authority.

2.6 The Housing Authority acknowledges that, as a consequence of the renunciation by the Company of the temporary dominium utile over the Fourteenth Property Site, all the obligations of the Company arising from the Deed of Emphyteusis, insofar only as such obligations affect or refer to the Fourteenth Property Site, are terminated and extinguished.

2.7 The Company represents to the Housing Authority that the Fourteenth Property Site is burdened with the special privilege arising from the Deed of Emphyteusis registered in favour of the Housing Authority under the note of privilege number 702 (the “**Note of Privilege**”), and in the Land Registry under charge number [] (the “**LR Charge**”). The Housing Authority acknowledges that it shall be solely responsible to waive its hypothecary and privileged rights arising from the Note of Privilege and the LR Charge and to register this waiver of privileged rights at the Public Registry and the Land Registry, at its sole cost and expense.

2.8 Save for the special privilege mentioned in Article two point five (2.7) of this deed, the Company warrants that:

- (i) all hypothecs and privileges created by the Company over the temporary dominium utile of the Fourteenth Property Site in favour of third parties have been waived (the “**Waived Charges**”) and that the Fourteenth Property Site is reverting to the Housing Authority as free from any other hypothecs, privileges, charges and cautions; and
- (ii) it has not granted any other rights, whether real or personal and of whatever type or nature to third parties over the Fourteenth Property Site (apart from the Waived Charges) and that the Fourteenth Property Site is free from any litigation (threatened or otherwise) resulting from any act or omission of the Company during its tenure of the Fourteenth Property Site pursuant to the Emphyteutical Grant.

2.9 The Housing Authority and the Company agree that since the Company acquired the Fourteenth Property Site from the Housing Authority, the Company is only giving the warranties stated in Article two point six (2.8) of this deed and the Company is not giving any other warranty:

- (i) for peaceful possession and real enjoyment; and
- (ii) in respect of any defects, latent or otherwise.

2.10 The Housing Authority acknowledges that the ground-rent in respect of the Fourteenth Property Site due by the Company to the Housing Authority in terms of the Deed of Emphyteusis is paid up to the date of this deed and the Housing Authority remits due receipt in settlement.

3 Consideration

3.1 The renunciation by the Company of the temporary dominium utile over the Fourteenth Property is being made for no monetary payment but in consideration of and subject to the extension of the Term of the Emphyteutical Grant with respect to the Property Sites less the Fourteenth Property Site executed by virtue of the second part of this deed.

The Second Part

4. Extension of the Term of the Emphyteutical Grant

4.1 By virtue of the Second Part of this deed, pursuant to and in consideration of the Company's renunciation to its emphyteutical rights over the Fourteenth Property Site arising out of the Deed of Emphyteusis and the reversion of the Fourteenth Property Site in favour of the Housing Authority, the Parties agree to extend and hereby extend the Term of the Emphyteutical Grant by an additional eight (8) years such that the term of the Emphyteutical Grant will be for a period of thirty-six (36) years commencing from the twenty-ninth (29th) day of December of the year two thousand and seventeen (2017).

4.2 As a result of the extension of the Term agreed by the parties in Article 4.1 of this deed, the Parties amend the Deed of Emphyteusis in the sense that:

4.2.1 they are substituting Article 2.1 of the Deed of Emphyteusis (Term) which read:

“2.1 This Emphyteutical Grant is made and accepted for a period of twenty-eight (28) years commencing from the date of publication of this deed.”

with the following :

“2.1 This Emphyteutical Grant is made and accepted for a period of thirty-six (36) years commencing from the date of publication of this deed.”

4.2.2 The definition of and any further reference to ‘Fourteenth Property Site’ in the Deed of Emphyteusis be and hereby are deleted in their entirety.

4.3 Save for the stipulations and amendments executed by virtue of this deed the Parties agree that the Emphyteutical Grant will remain regulated by the terms and conditions of the Deed of Emphyteusis.

5. General Provisions

5.1 Entire Agreement

5.1.1 The Parties acknowledge that this deed, together with the Deed of Emphyteusis, save as otherwise amended in this deed, contain the entire agreement between them with respect to any matter regulated herein and that no other prior

agreement, document, or representation with regard to any matter regulated by this deed is effective or binding.

5.2 Costs

5.2.1 Notarial fees and expenses payable upon publication of this deed shall be paid by the Company.

5.2.2 Each Party shall be responsible for the payment of the fees of its own advisors.

6. Statutory Declarations

6.1 For the purposes of the Government Lands Act, chapter 573 (five hundred and seventy-three) of the laws of Malta, this deed and each one and all its Parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of the [-].

6.2 For the purposes of the Duty on Documents and Transfers Act, chapter three hundred and sixty-four (364) of the Laws of Malta it is hereby being declares that:

- (i) the Company acquired the Fourteenth Property Site under an onerous title by virtue of the Deed of Emphyteusis;
- (ii) the Housing Authority is exempt from the payment of any Duty on Documents and Transfers on this deed in terms of the exemption order issued by the Ministry of Finance a copy of which is attached to this deed and marked document letter "[-]."

For the purposes of the Income Tax Management Act, chapter three hundred and seventy-two (372) of the laws of Malta and the Income Tax Act, chapter one hundred and twenty-three (123) of the laws of Malta it is hereby being declared that :

- i. The Parties declare that for the purposes of sub-article twelve (12) of article five capital A (5A) of the Income Tax Act,

they have declared to the undersigned Notary all the facts that determine if the transfers made by virtue of this deed is one to which the aforesaid article 5A applies or otherwise and that are relevant for ascertaining any amount of tax chargeable or any exemption applicable, including the value which, in their opinion, reasonably reflects the market value of the temporary *dominium utile* of the Fourteenth Property Site. The Parties make such declaration after I the undersigned Notary warned them about the importance of the truthfulness of this declaration of theirs;

ii. The Company is exempt from the payment of any property transfer tax on this deed in terms of the exemption order issued by the Ministry of Finance a copy of which is attached to this deed and marked document letter " ".

List of Documents

Since the documents annexed to this deed are more than five (5), a list of the annexed documents is also annexed to this deed as a document marked with the letter "X" for the signature of the parties in lieu of the documents themselves as allowed by law.

This deed has been done, read and published by me the undersigned Notary after I explained the contents hereof to the Parties hereto according to the law in Malta,

Document “ ___ ”

Definition and Description of the Property Sites

“**First Property Site**” means the site having a total area of approximately three hundred and seventy-five square metres (375m²) known as the ‘Remaining Plot Tal-Mirakli’, in Triq l-Ghenba corner with Triq il-Kampanella, in Attard, bounded on the North by Triq il-Ghenba, on the East by Triq il-Kampanella, and on the West by property of third parties, or more accurate boundaries, and which is shaded in red on the plan marked as document letter ‘C’ attached to the Deed of Emphyteusis.

“**Second Property Site**” means the site consisting of two (2) divided plots of land known as ‘Ta’ Sqaq it-Torri’ or ‘Ta’ Sisle’ with frontage on Triq Gorg Borg, Triq Mro. Giuseppe Camilleri, Triq il-Qanpiena and Triq Tas-Sisle, in Birkirkara; both divided plots of land together having a superficial area of approximately two thousand six hundred and twenty point two (2,620.2m²). The first site, shown edged in red and marked with the letter ‘A’ on the plan marked as document letter ‘D’ attached to the Deed of Emphyteusis is bounded on the South-West in part by Triq Mro. Giuseppe Camilleri and in part by third party property, on the West by Triq Gorg Borg and on the North-West by Triq Tas-Sisle or more accurate boundaries measuring one thousand eight hundred and twenty-three square metres point five (1823.5m²); the second site shown edged in red and marked with the letter ‘B’ on the plan marked document letter ‘D’ attached to the Deed of Emphyteusis and is bounded on the North-West by Triq il-Qanpiena, and on the South and South-East by Triq is-Sisle, or more accurate boundaries measuring seven hundred ninety six point five square metres (796.5m²).

“**Third Property Site**” means a site consisting of a plot of land in Triq Santa Liena, Triq Rikardu Taylor, Triq l-Irlandizi and Triq San Mark, in Bormla having a superficial area of approximately two thousand seven hundred and forty-one square metres (2,741m²) and is bounded on the South by Triq Santa Liena, on the North by Triq San Mark and on the East by Triq l-Irlandizi, or more accurate boundaries, edged in red on the plan marked as document letter ‘E’ attached to the Deed of Emphyteusis. Expressly excluded from the Third Property Site is the space beneath the Third Property Site from the forty-seventh (47th) course downwards calculated from the street level at Triq l-Irlandizi and from the sixteenth (16th) course downwards calculated from the lowest road level of the corner between Triq Rikkardu Taylor and Triq Santu Liena as shown on the cross-sectional plan incorporated in the plan attached to the Deed of Emphyteusis as document letter ‘E’.

“**Fourth Property Site**” means the site consisting of a plot of land known as Tal-Aħfar, in Triq il-Ħawħ, corner with Triq il-Lewżiet, in Kirkop, having a superficial area of approximately seven hundred forty square metres (740m²), bounded on the North-East by Triq il-Ħawħ, on the South-East by Triq il-Lewżiet and on the North-West by third party property, or more accurate boundaries, and which is shaded in red on the plan marked as document letter ‘F’ attached to the Deed of Emphyteusis.

“Fifth Property Site” means the site consisting of a plot of land at Triq Salvu Sacco corner with Triq Nerik Xerri, in Kirkop, having a superficial area of approximately six hundred forty-five square metres (645m²), bounded on the North-East by Triq Salvu Sacco, on the South by Triq Nerik Xerri and on the South-West by property of Jesmond and Nathalie Galea, Neville Azzopardi and Charlene Zammit Moore or their successors in title, or more accurate boundaries, and which is edged in red on the plan marked as document letter ‘G’ attached to the Deed of Emphyteusis. The superficial area of approximately six hundred and forty-five square metres (645m²) includes a sub-station bounded on the North-East by Triq Salvu Sacco and on all other compass points by the remainder of the site, which sub-station is excluded from the Fifth Property Site.

“Sixth Property Site” means the site consisting of a plot of land in Kirkop having a superficial area of approximately four hundred square metres (400m²), bounded on the West by Triq il-Fieres, on the South by property of the Church or its successors in title and on the North by third-party property, or more accurate boundaries, and which is shaded in red on the plan marked as Document letter ‘H’ attached to the Deed of Emphyteusis. The Sixth Property Site is known as ‘Ta Sqaq l-Imdina’ (Block C) plots thirty-eight (38) and thirty-nine (39).

“Seventh Property Site” means the site in Kirkop, having a superficial area of approximately three hundred and eighty-five square metres (385m²), bounded on the West and East by Triq San Remiġ, and Triq il-Fieres respectively, and on the North by property of third parties or more accurate boundaries, and which is shown shaded in black and containing its respective measurements on the plan marked as document letter ‘I’ attached to the Deed of Emphyteusis. The Seventh Property Site is also known as a plot of land known as ‘Ta’ Sqaq l-Imdina’, plots numbers six (6) and thirteen (13) (Block F).

“Eighth Property Site” means the site consisting of a plot of land at Ħal Farruġ, limits of Luqa, having an area of approximately six thousand seven hundred and fifty square metres (6,750m²), bounded on the North-East by Triq l-Isturnell Roza, on the South-West by Triq ir-Russett Abjad and on the South-East by Triq il-Vitorja, or more accurate boundaries and which is edged in red on the plan marked as document letter ‘J’ attached to the Deed of Emphyteusis.

“Ninth Property Site” means the site consisting of a plot of land in Msida, having a superficial area of approximately two thousand seven hundred and two square metres (2,702m²) bounded on the North and North-East by Triq il-Wied, and on the South-West by Triq Garcin, and which is edged in red and marked with the letters ‘A’, ‘B’, ‘C’, ‘D’, and ‘H’ on the plan marked as document letter ‘K’ attached to the Deed of Emphyteusis, and unless otherwise stated in the Deed of Emphyteusis or the context of the provisions of the Deed of Emphyteusis otherwise requires the Ninth Property Site excludes Excluded Area.

“Ninth Property Site Excluded Area” means the divided portions of land in Msida, together having a superficial area of approximately one hundred and forty-nine square metres (149m²), shown edged in red and marked with the letters ‘E’, ‘F’ and ‘G’ on the plan marked as document letter ‘K’ attached to the Deed of Emphyteusis. The divided portion of the site marked with the letter ‘E’ has a superficial area of approximately eighteen square metres (18m²) and is bounded on the South-West by Triq Garcin and on all other compass points by the Ninth Property Site, or more accurate boundaries; the divided portion of the site marked with the letter ‘F’ has a superficial area of approximately twenty-one square metres (21m²) and is bounded on all compass points by the Ninth Property Site, or more accurate boundaries; the divided portion of the site marked with the letter ‘G’ has a superficial area of approximately one hundred and ten square metres (110m²) and is bounded on the North East by Triq il-Wied and on all other compass points by the Ninth Property Site, or more accurate boundaries.

“Tenth Property Site” means the site consisting of a plot of land having an area of approximately four hundred and fifteen square metres (415m²) in Triq Guze Cassar, Qrendi, bounded in the North West by Triq Guze Cassar, on the East by property of third parties and on the North-West by property of Simon and Raisa Farrugia or their successors in title, or more accurate boundaries, and which is shaded in red on the plan marked as document letter ‘L’ attached to the Deed of Emphyteusis.

“Eleventh Property Site” means the site in Triq Nazzareno Mifsud in Qrendi consisting of a divided portion of land measuring approximately nine hundred and twenty square metres (920m²) bounded on the North-East by Triq Nazzareno Mifsud and on the South-West and East by Triq Sant Anna, or more accurate boundaries and shown edged in red and marked unofficially as plots seven one one (711) on the plan marked document letter ‘M’ attached to the Deed of Emphyteusis. The Eleventh Property Site originally formed part of the plots seven (7) to eleven (11) ta’ Hallelw, Qrendi.

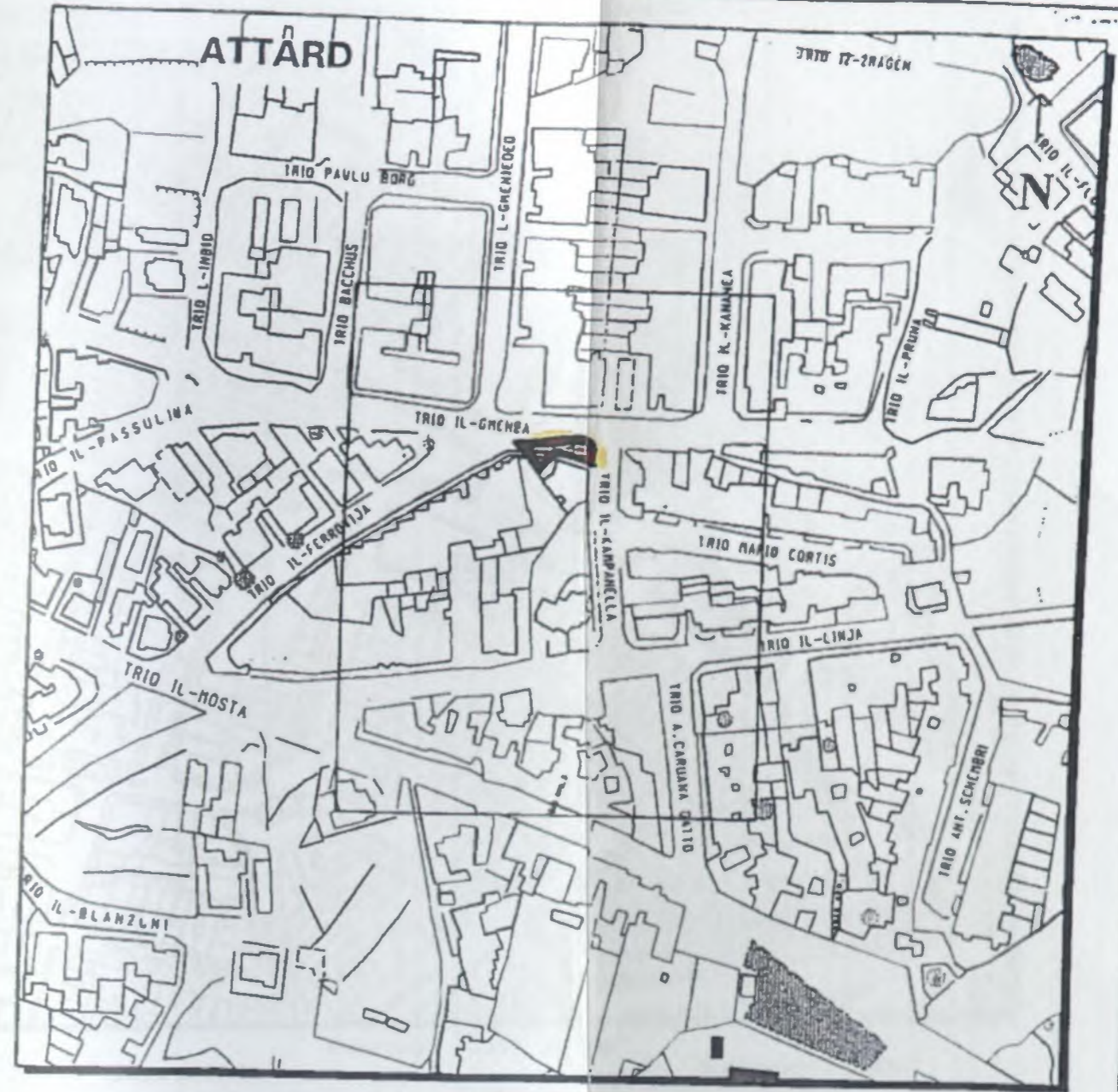
“Twelfth Property Site” means the site consisting of a plot of land with frontage on Triq Nazzareno Sammut and Triq San Matthew, in Qrendi, having a superficial area of approximately nine hundred square metres (900m²), bounded on the South-East by Triq San Matthew, on the North-West by Triq Nazzareno Sammut and on the North-East by property of the Housing Authority and others or their successors in title, or more accurate boundaries, and which is shaded in red on the plan marked as document letter ‘N’ attached to the Deed of Emphyteusis.

“Thirteenth Property Site” means the site consisting of a plot of land known as Tal-Andar, Siggiewi, having a superficial area of approximately three thousand eight hundred and thirteen square metres (3,813m²), bounded on the South-West by Triq l-Imdina, on the South-East by Triq it-Tabib Nikol Zammit and on the North-East in part by Triq Dun Manwel Zammit and in part by property of Doctor Carmel Vella and others or their successors in title, or more accurate boundaries, and which is shown as two (2) separate entities shaded in red on the plans marked as documents letter ‘O1’ and ‘O2’ attached to the Deed of Emphyteusis, which separate entities are adjacent and contiguous to one another and together constitute the Thirteenth Property Site.

“Fourteenth Property Site” means the site in Triq l-Indipendenza, in Zebbug, Malta, consisting of a plot of land having a superficial area of approximately eight hundred and forty-one point seven seven square metres (841.77m²), bounded on the South-East by Triq l-Indipendenza and on the North-West and South-West by property of third parties, or more accurate boundaries, and which is edged in red on the plan marked as document letter ‘P’ attached to the Deed of Emphyteusis. The site formed part of the land known as plots fifteen to nineteen (15-19) Ħal Mula, Żebbuġ, Malta.

“Fifteenth Property Site” means the site consisting of two (2) contiguous plots of land, known as plot one (1) and two (2), from the lands known as tal-Għattuqa, Żebbuġ, Malta, together having a superficial area of approximately three hundred and eighty square metres (380m²), together bounded on the North-East by Triq il-Qolla, on the South-West by Government property or its successors in title, and on the South-East by property of Lauren Abela and Keith Borg Xuereb or their successors in title, or more accurate boundaries and which is edged in red on the plan marked as document letter ‘Q’ attached to the Deed of Emphyteusis.

“Sixteenth Property Site” means the site in Żurrieq having a superficial area of approximately one thousand one hundred and fifty square metres (1,150m²) consisting of a divided portion of land with frontage on Triq Ta’ Ciantar and Triq Guzeppi Matthew Callus bounded on the North-East by Triq Ta’ Ciantar, on the South-West and North-West in part by Triq Guzeppi Matthew Callus and in part by third party property, or more accurate boundaries and shown edged in red and marked with the letter ‘A’ on the plan marked as document letter ‘R’ attached to the Deed of Emphyteusis. The Sixteenth Property Site site formed part of the lands known as plots thirty-one (31), thirty-seven to forty (37-40) Ta’ Ciantar, in Żurrieq.



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta

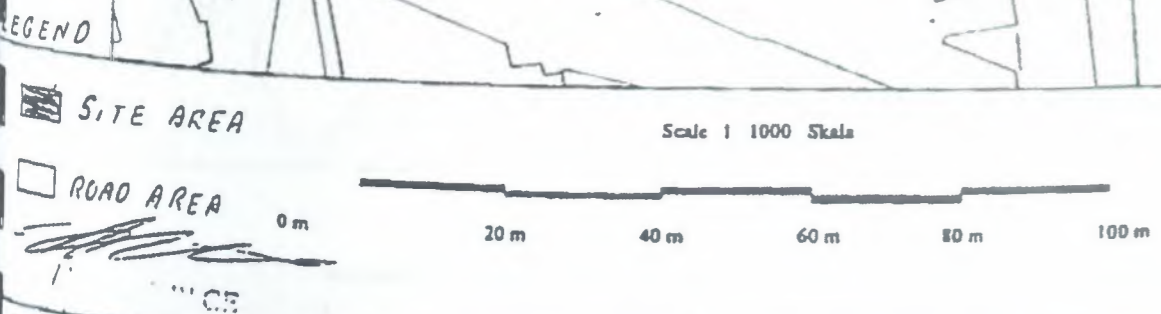


Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	13069	Posizzjoni Centrali Centre Coordinates:	x = 49480 y = 72480	Parti minn SS. Extracted from SS	4872	Dna: Date:	01/25/1997
Pent Architect:	M. Schembri A & C E		Qms (metri kwadri) Area (square metres)	375 m ² 250 m ²			
Timbru tal-Pent Architect's Stamp	MICHAEL SCHEMBRI A. & C.E.		Firma tal-Applikant Applicant's signature				

Dnit Mhallas
Fee Paid



Director

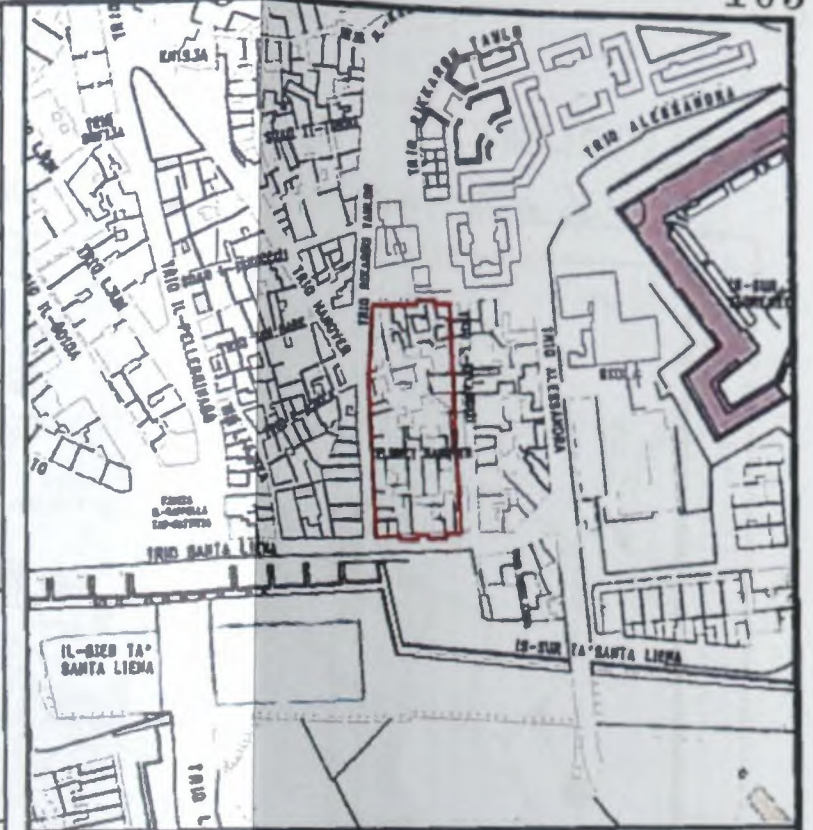
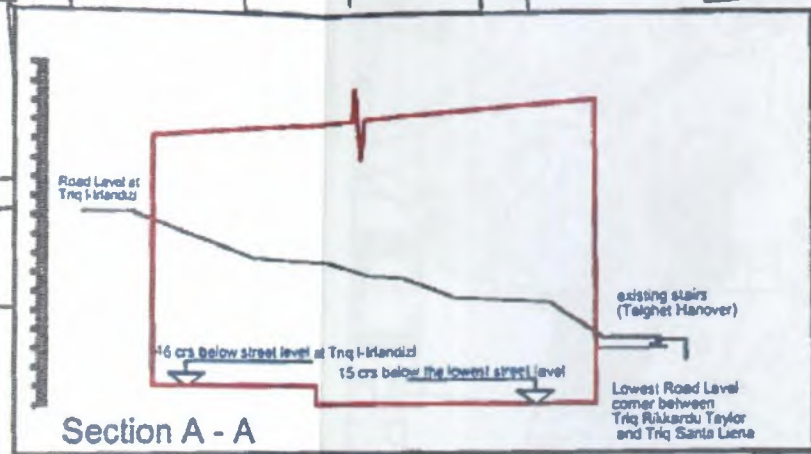
Dan hu dokument ufficjali ghall-uzu biss fir-Registru tal-Artijiet

This is an official document for Land Registry use only

PROPOSED TRANSFER TO THE HOUSING AUTHORITY OF SITE AND STRUCTURES, AT TRIQ SANTA LIENA, TRIQ RIKARDU TAYLOR, TRIQ L-IRLANDIZI AND TRIQ SAN MARK, BORMLA



Scale 1:500



Site Plan
S.S. 5670

Scale: 1:2500
Map Ref. 56887
70916



Area = 2,741m²



Scale 1:500

GOVERNMENT PROPERTY DEPARTMENT ESTATE MANAGEMENT DIRECTORATE	
LOCALITY: BORMLA	
P.D. NO: 2015_0970	SCALE 1:500
FILE: L. 308/2015	DRAWN BY: falzr006
(sgd. S. Scotto) A&CE DATE:27/11/2015	(sgd. E. Darmanin) Assistant Director Property DATE:27/11/2015

Interpreted from Housing Authority plans Drg. No. 1300/2015 and from the Department of Housing Construction & Maintenance plan COS/013/00.

Site No / 31000 260

LRA 3099/08

Il-Qiegħ Tiegħi [K.F.A.R.]

Il-konklużjoni uffiċjali għall-użu biss fuq-Registru tal-Artijiet



Scale 1:500 Skala

Joint Off-

Sa f...

...

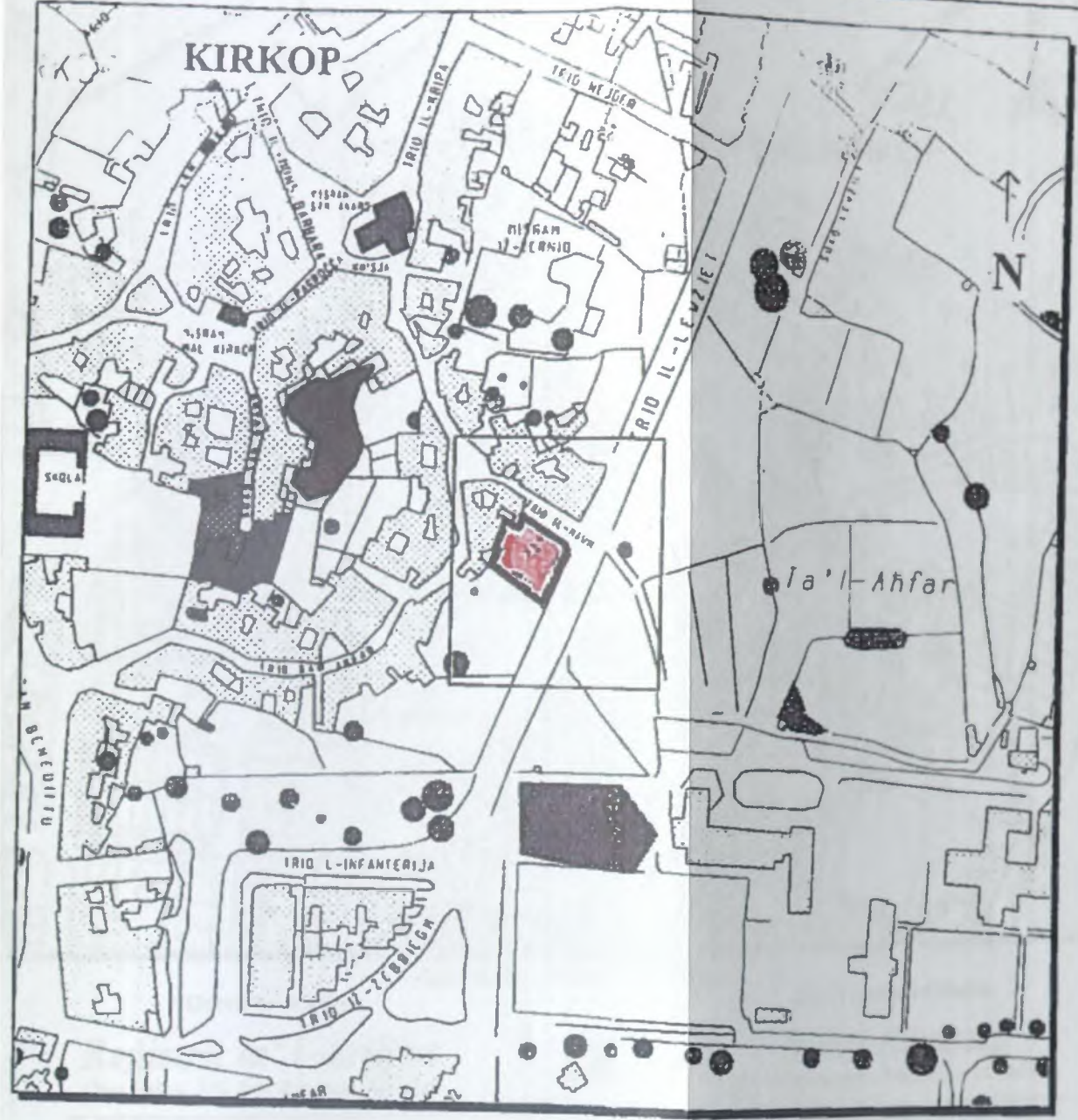
KIRKOP (TA I-AHFAR)

101...
Sa M...
Florana...

This is an official document for Land Registry use only [230 - Ufficju Kongunt]

LN 410/2005

item 26



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet

Land Registry

Casa Bolino, 116 Triq il-Punent, Valletta



Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa 90036M
Map Number

Pozizzjoni Ċentrali x = 53695
Centre Coordinates y = 66643

Parti minn SS: 5266
Extracted from SS

Data: 19/10/2005
Date

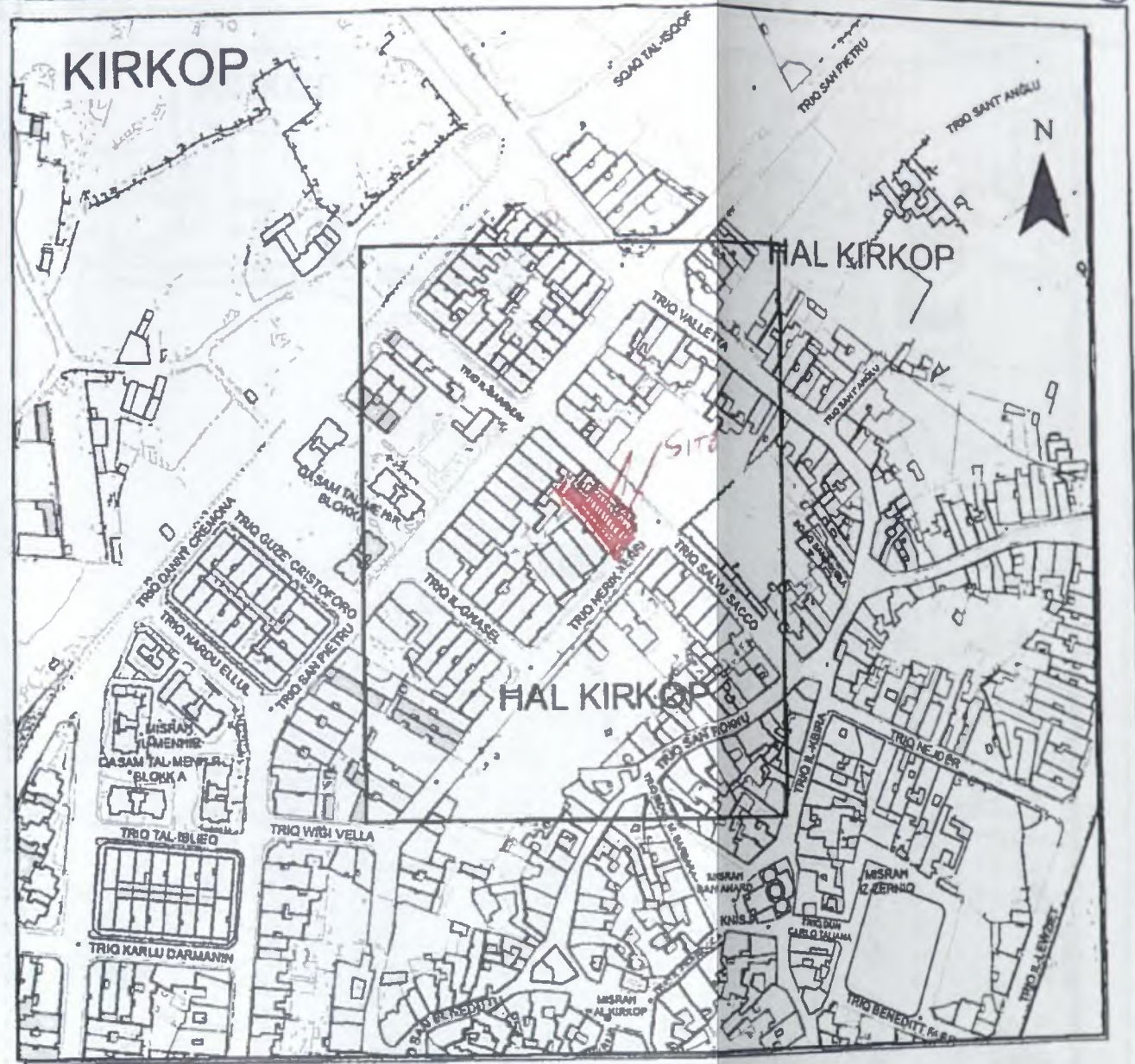
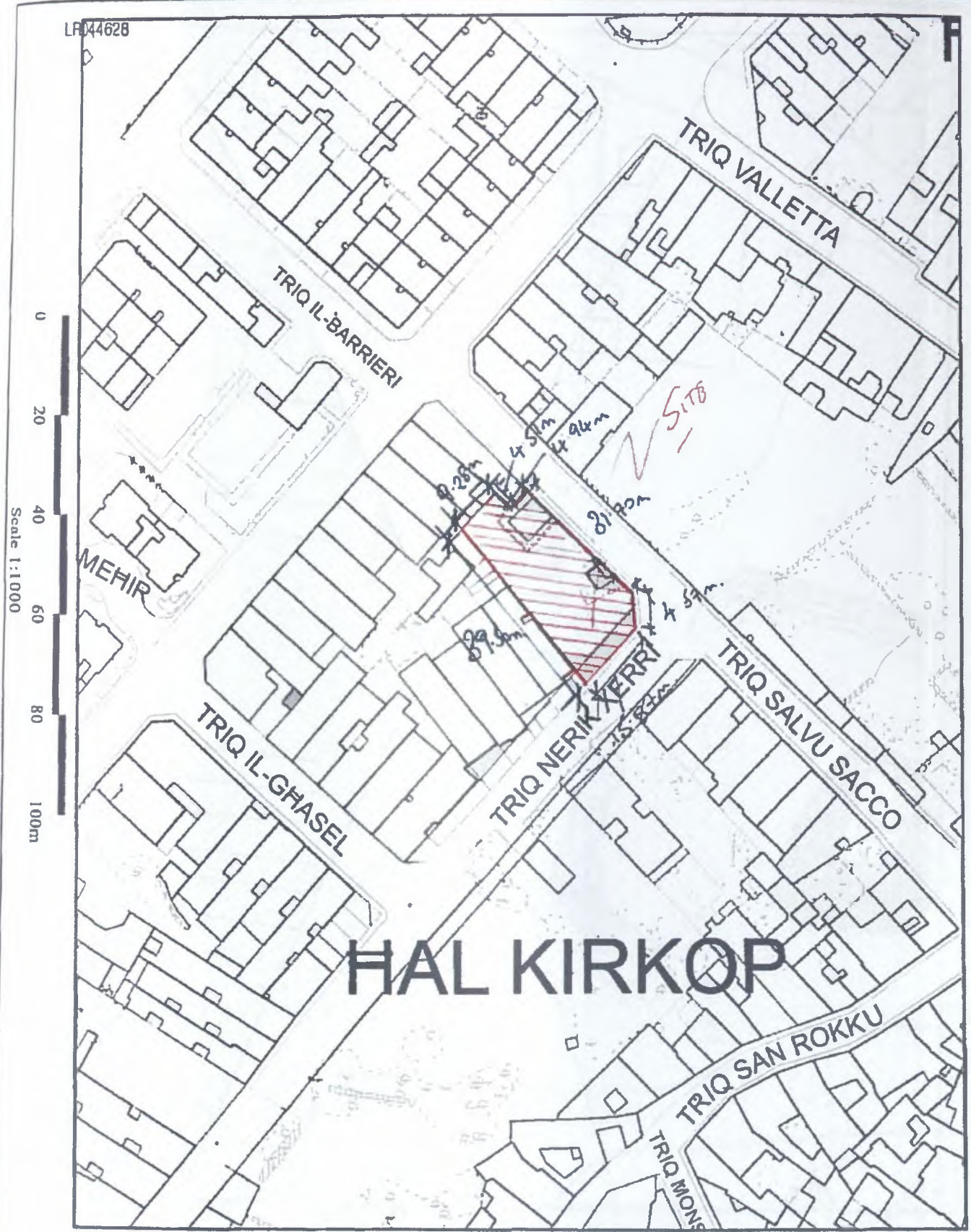
Perit
Architect

Imbriju tal-Perit
to take the Stamp

PERIT Duncan Milsud
BE & A (Ing) A & CL
Architect and Civil Engineer

Qies (metri kwadri)
Area (square metres)
740 m²

Dati Mhalls



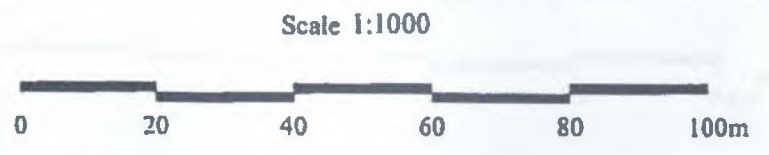
Gvern ta' Malta

Registru ta' l-Artijiet
Casa Bollino, 116, Triq il-Punent, Valletta



Government of Malta
Land Registry
Casa Bollino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number	51570 M	Parti min S.S.: Extracted from S.S.	5266	Date: Date	15/11/2017
Perit: Architect	<i>[Signature]</i>	Qies (metri kwadri): Area (square metres)	630 SQM.		
Timbru tal-Perit: Architect's Stamp	<i>[Stamp]</i>	Firma ta' l-Applikant: Applicant's Signature			



Dritt imhallas
Fee Paid

1231 0052

Site C Plots 38+39 KIRKOP

H

SITE B

Title SI 000027 LRA 12/16/08

LW 242/06 item 61

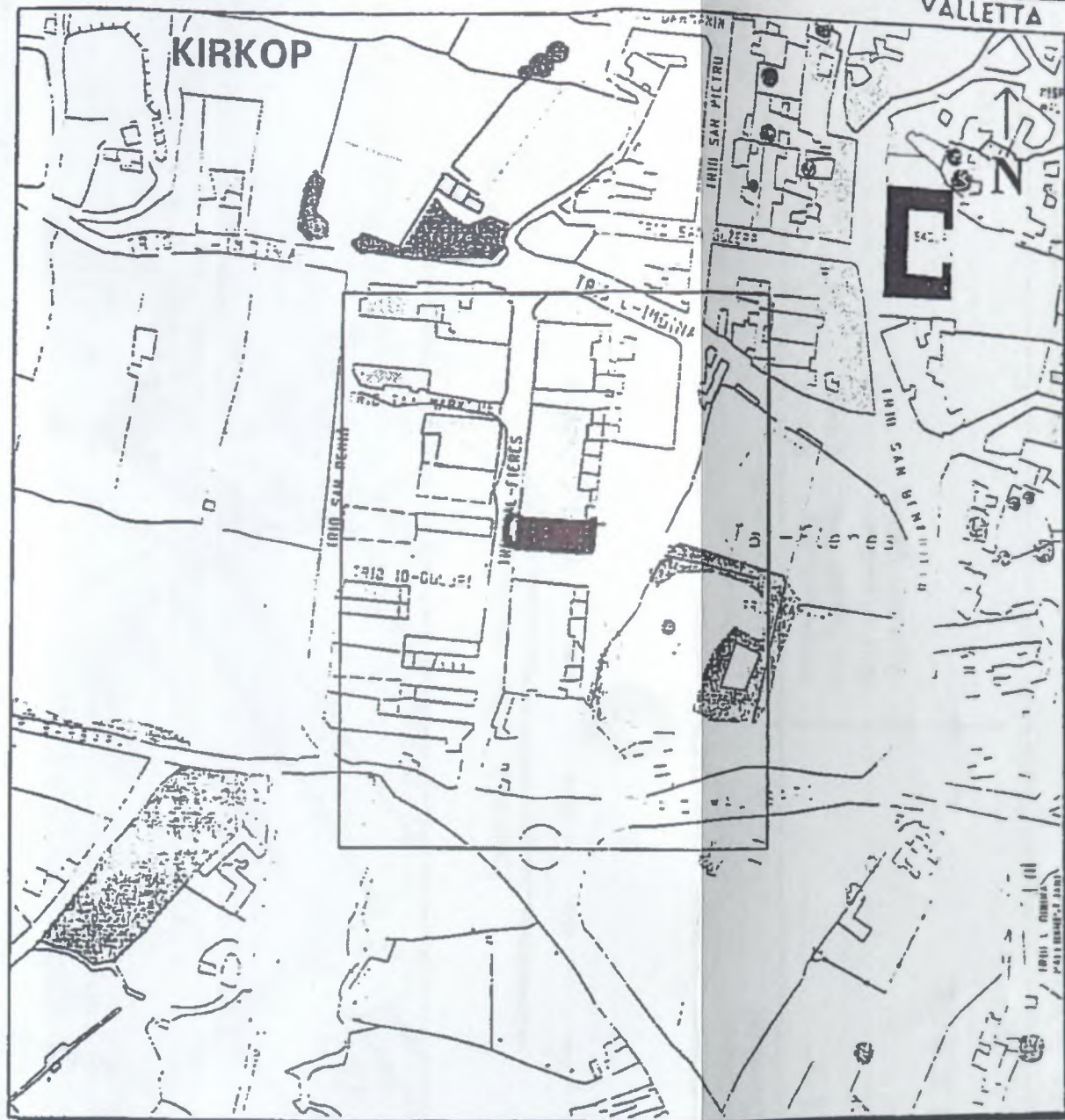
LAND REGISTRY 116, WEST STREET VALLETTA

51060



Scale 1:1000 Skala

LAND REGISTRY 116, WEST STREET VALLETTA



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bollino, 116 Triq il-Punent, Valletta



Land Registry

Casa Bollino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	17348	Posizzjoni Centrali: Centre Coordinates:	x = 53330 y = 66540	Parti minn SS: Extracted from SS	5266	Data: Date:	09/02/1997
-------------------------------	-------	---	------------------------	-------------------------------------	------	----------------	------------

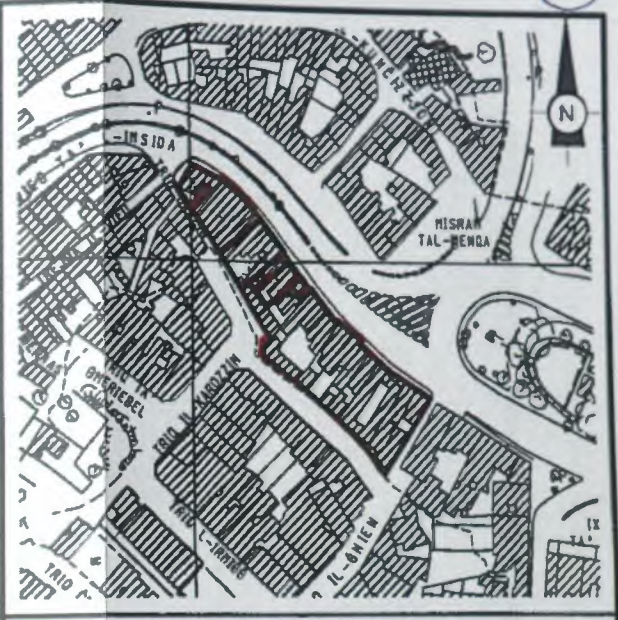
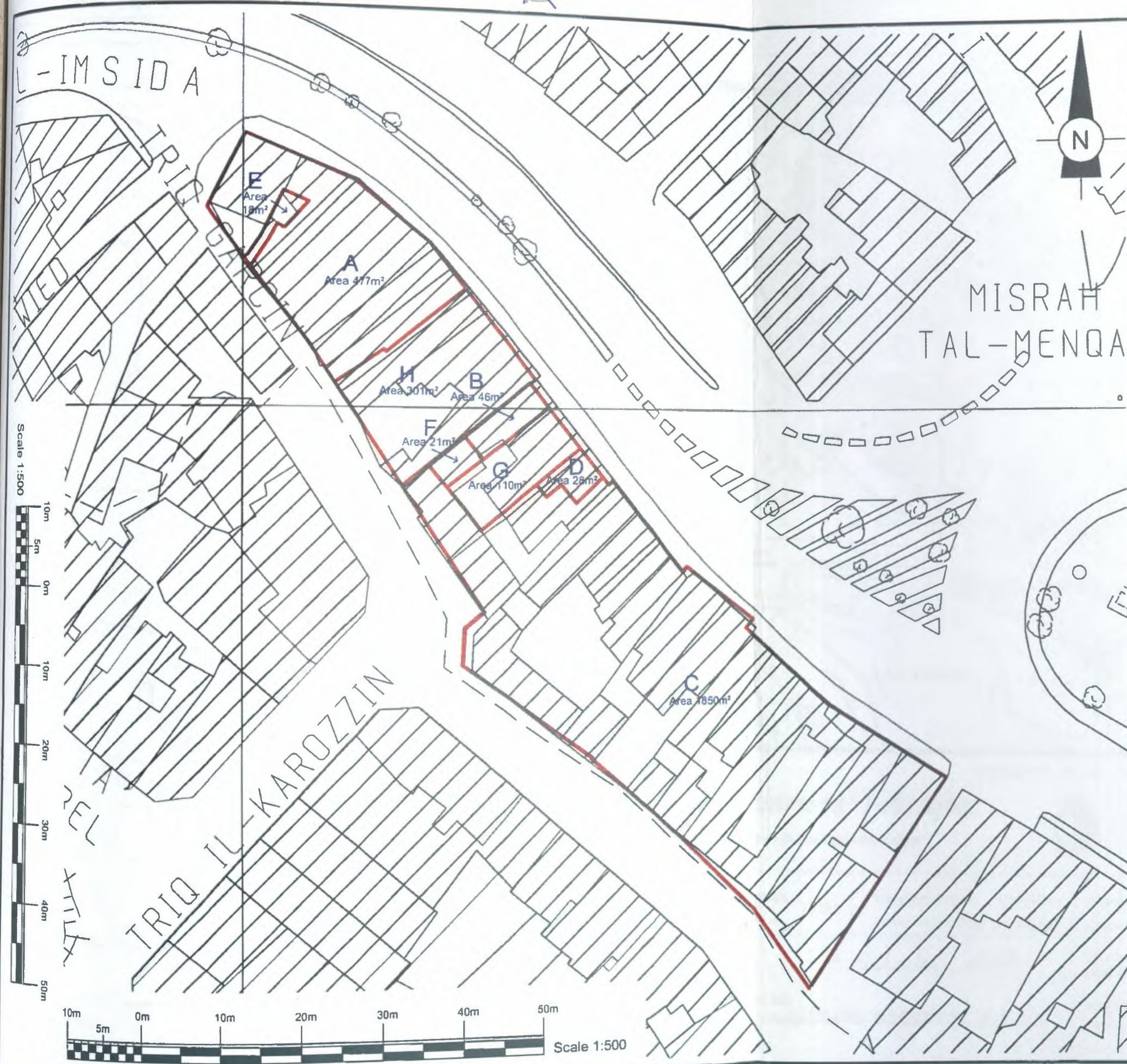
Perit Architect: M. Schenber ADCE

Timbru tal-Perit Architect's Stamp MICHAEL SCHENBER A. & C. E.

Qies (metri kwadri) Area (square metres) PLOT AREA: 400 m² ROAD AREA: 65 m²

Firma tal-Applikant Applicant's signature

Dritt Mhallas Fee Paid



Site at Triq il-Wied and Triq Garcin, Msida

- A-C** To be transferred from the Government at all levels
- D** Ground floor - HA property
First floor upwards - to be transferred
- E** Ground floor - still to be acquired
First floor upwards - to be transferred
- F** $\frac{1}{8}$ of ground floor - to be transferred
 $\frac{1}{8}$ of ground floor - still to be acquired
First floor upwards - to be transferred
- G** $\frac{1}{8}$ at all levels - to be transferred
 $\frac{1}{8}$ at all levels - still to be acquired
- H** HA property at all levels

AWTORITA' TAD-DJAR - HOUSING AUTHORITY
22, Pietro Floriani Street, Floriana FRN 1060 Tel. 2299 1000

PROJECT **Transfer of Property**

TITLE **Block Plan**

Extracted from: HCMD survey
Compiled by: J. P. Fiott

Checked by: C. Vella
Approved by: C. Vella

Scale: 1:500
Date: 27 / 11 / 2017

REVISION
File No. HAM 38 / 98 vol 4
Drg. No. H.A. 1322 / 2017

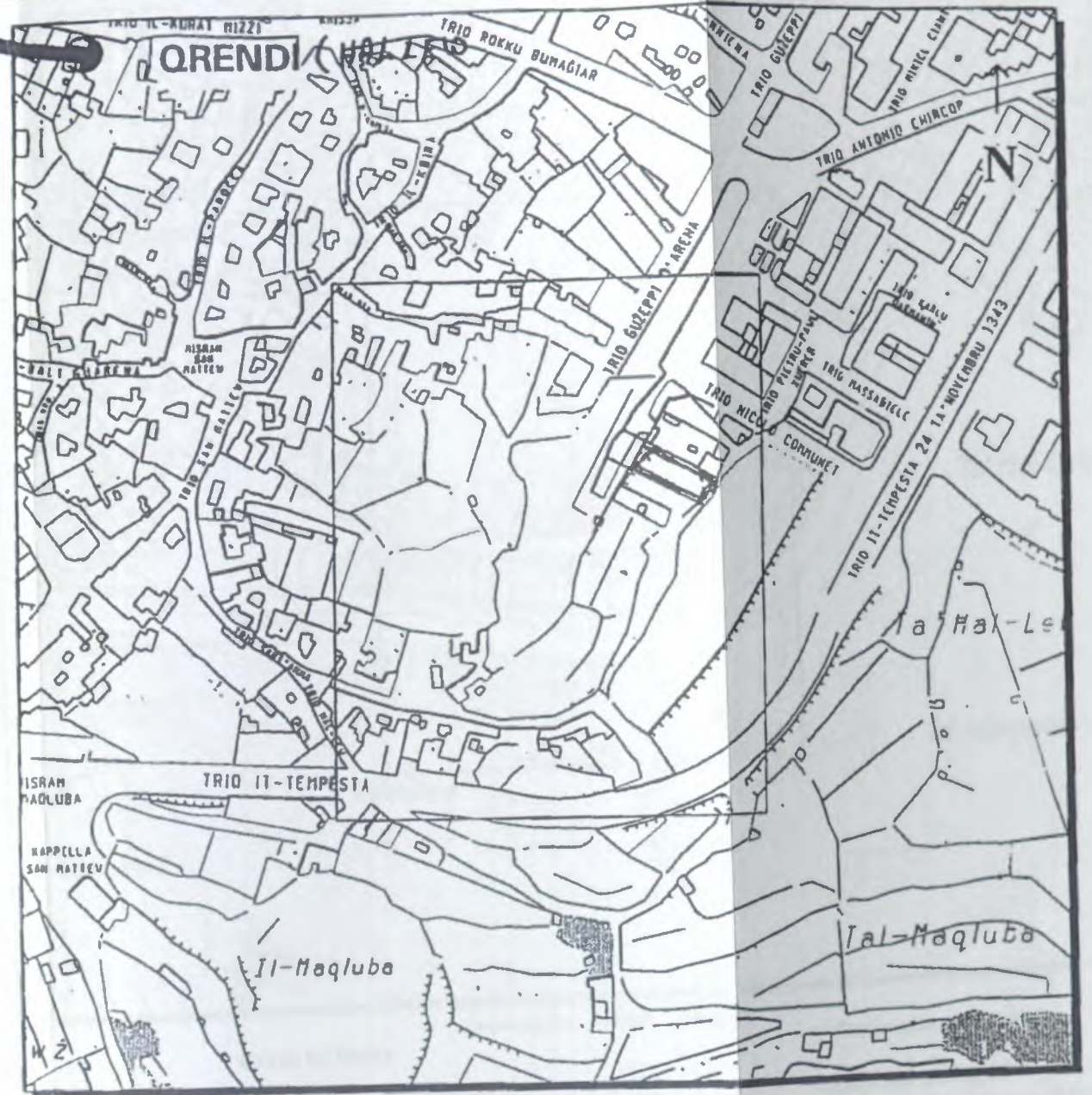
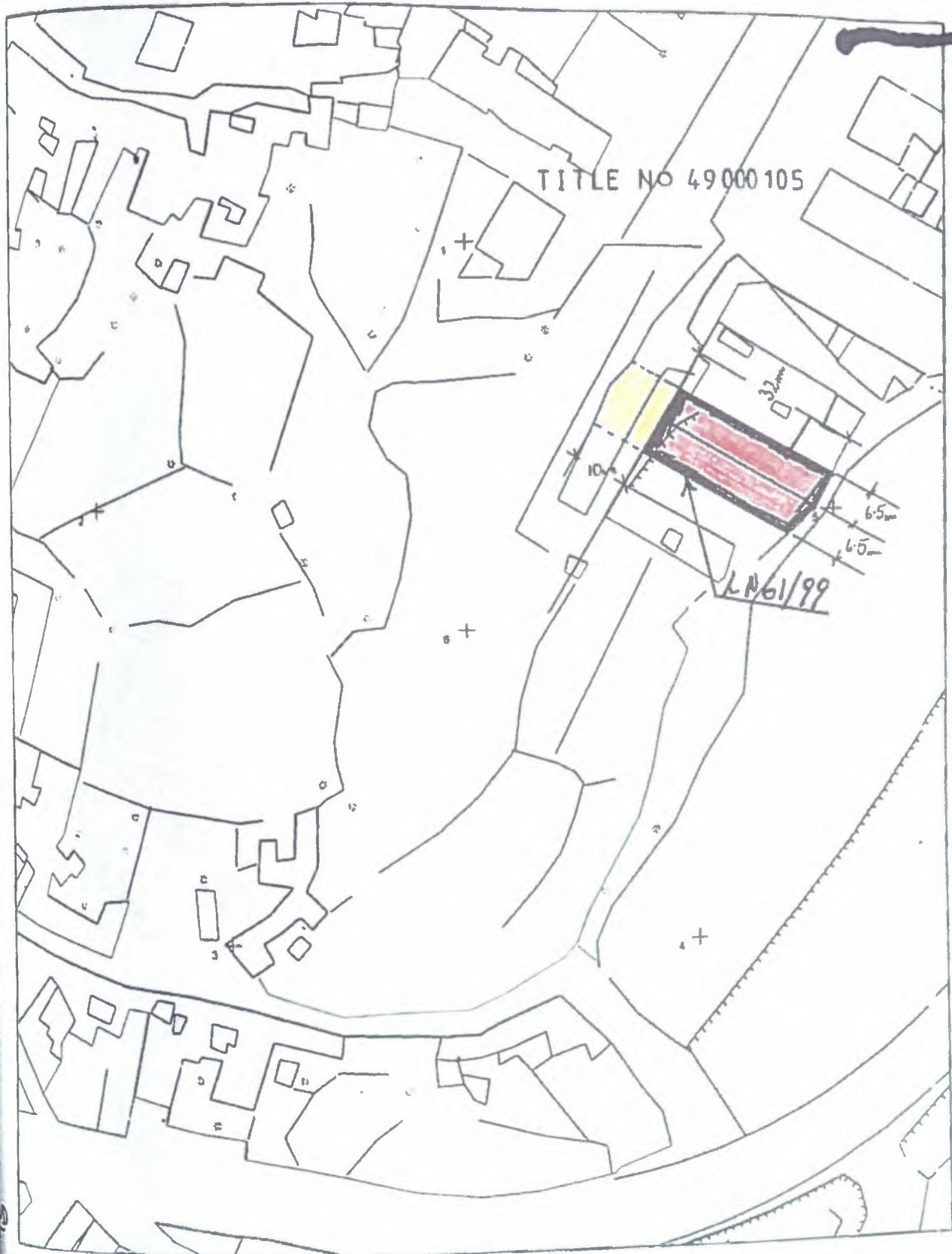
Tit No 49000105
LRA 1660/99

LW 61/99
Item 37

10

1064

LAND REGISTRY
116, WEST STREET



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta

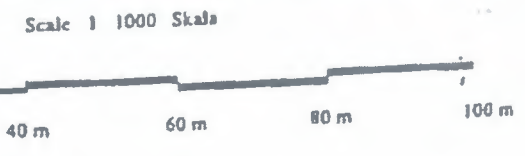


Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa Map Number	13725	Posizzjoni Centrali Centre Coordinates:	x = 51170 y = 65680	Parti minn SS Extracted from SS	5065	Data Date:	02/28/1997
Pent Architect	M. Schembri A&C		Qies (metri kwadri) Area (square metres)	ROT: 415 m ² ROAD: 130 m ²			
Timbru tal-Pent Architect's Stamp	MICHAEL SCHEMBRI A. & C.E.		Firma tal-Applikant Applicant's signature				

Dni Mhallas
Fee Paid

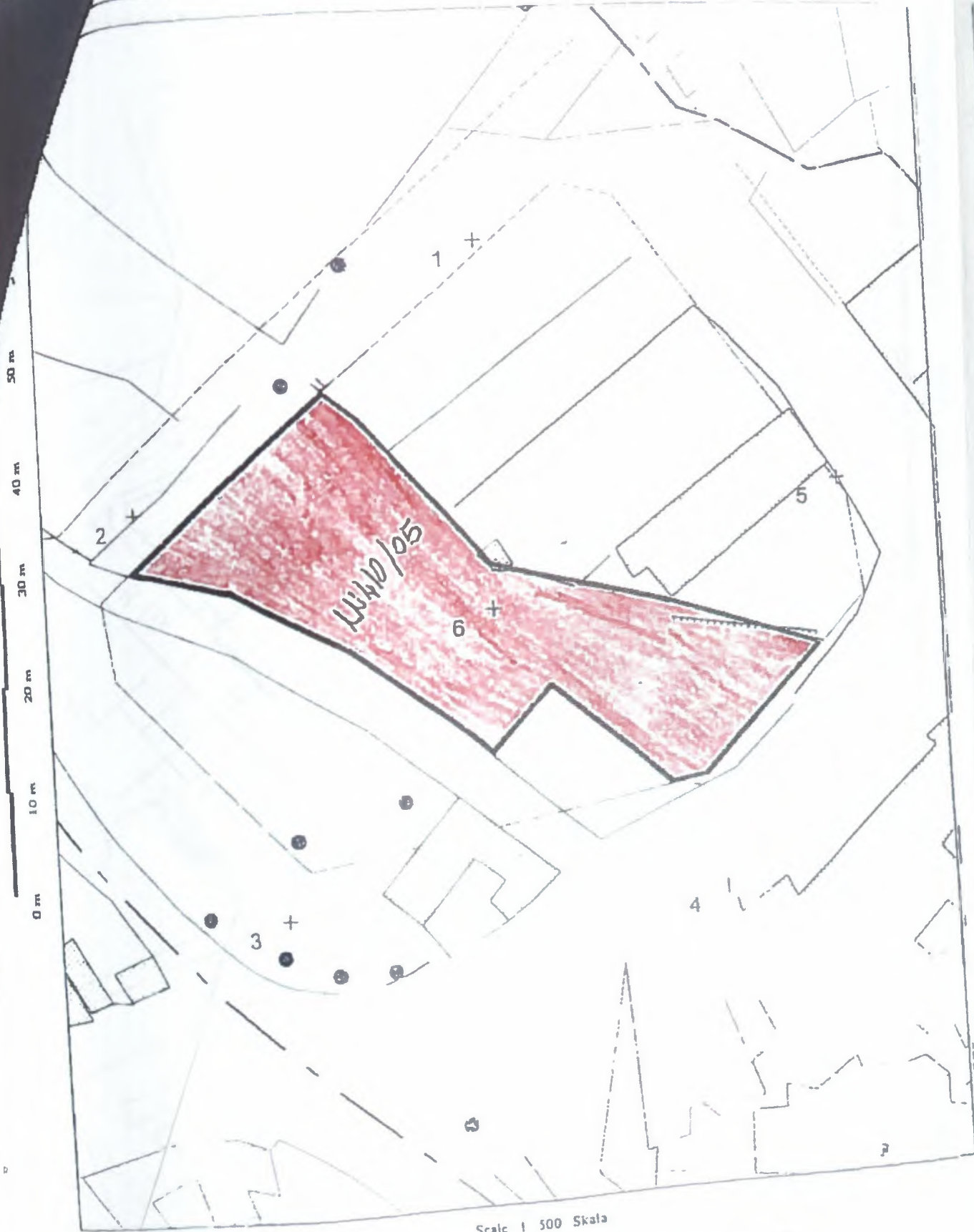


Title No 49000624
LEA 2255/06

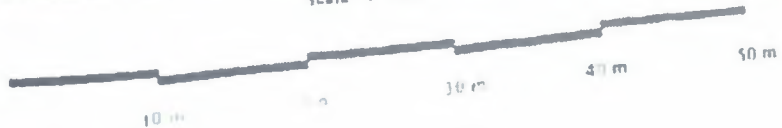
LW 410/05
item 34

N³

Dan hu dokument ufficjali għall-użu ta' la-Registru tal-Artijiet

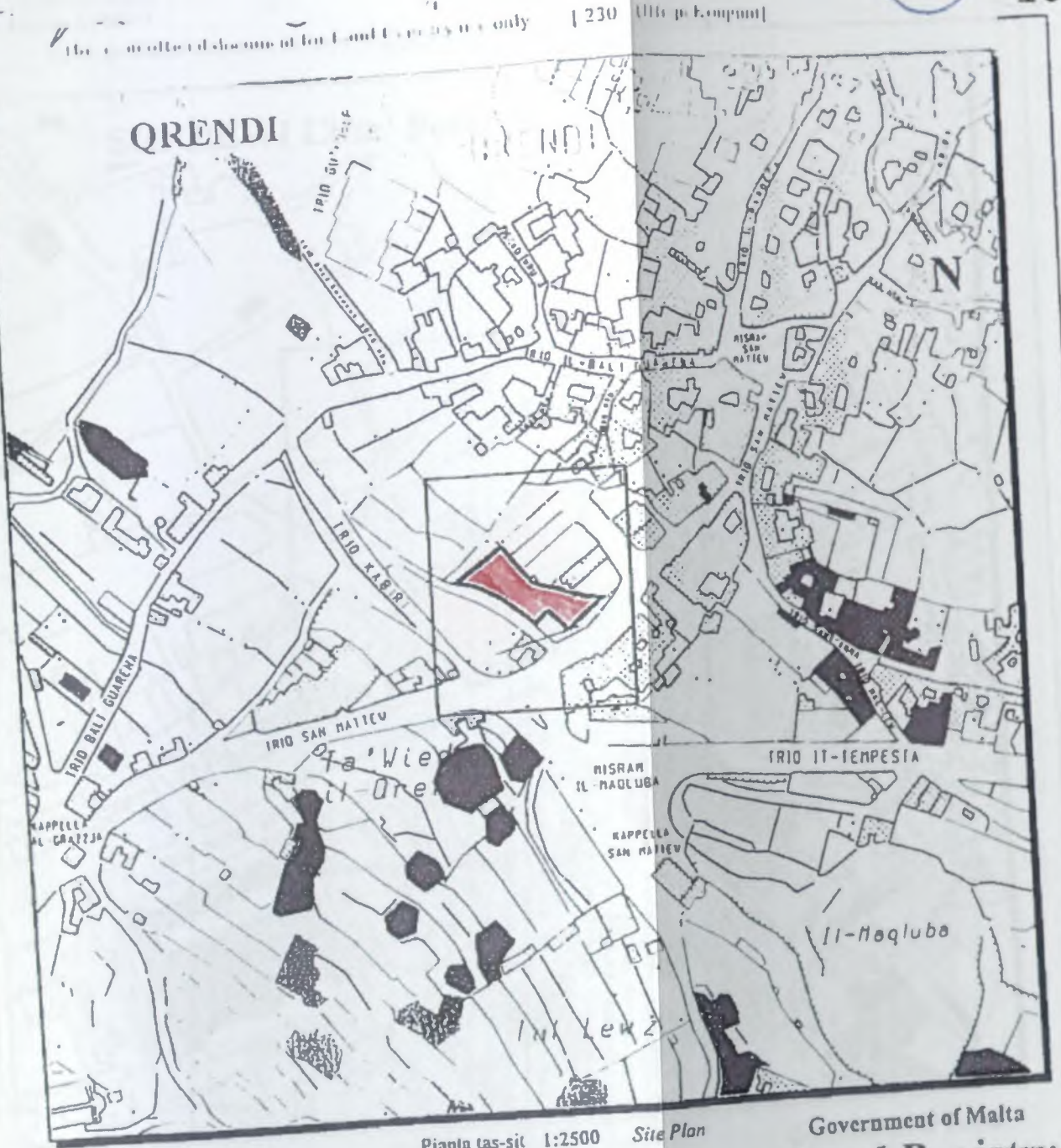


Scale 1:500 Skala



12

1066



Gvern Ta' Malta

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta



Government of Malta
Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa Map Number	90045M	Pozizzjoni Centrali Centre Coordinates	x = 50928 y = 65669	Parti minn SS: Extracted from SS	5065	Date: Date	19/10/2005
Perit Architect		Qies (metri kwadri) Area (square metres)		Firma tal Applikant Applicant's signature		900 m ²	
Fimbru tal-Perit Architect's Stamp							

Title No 09000997

LRA 3103/08

Dan hu dokument ufficjali ghall-uzu biss fir-Registru tal-Artijiet

LW 410 105

item 35

01

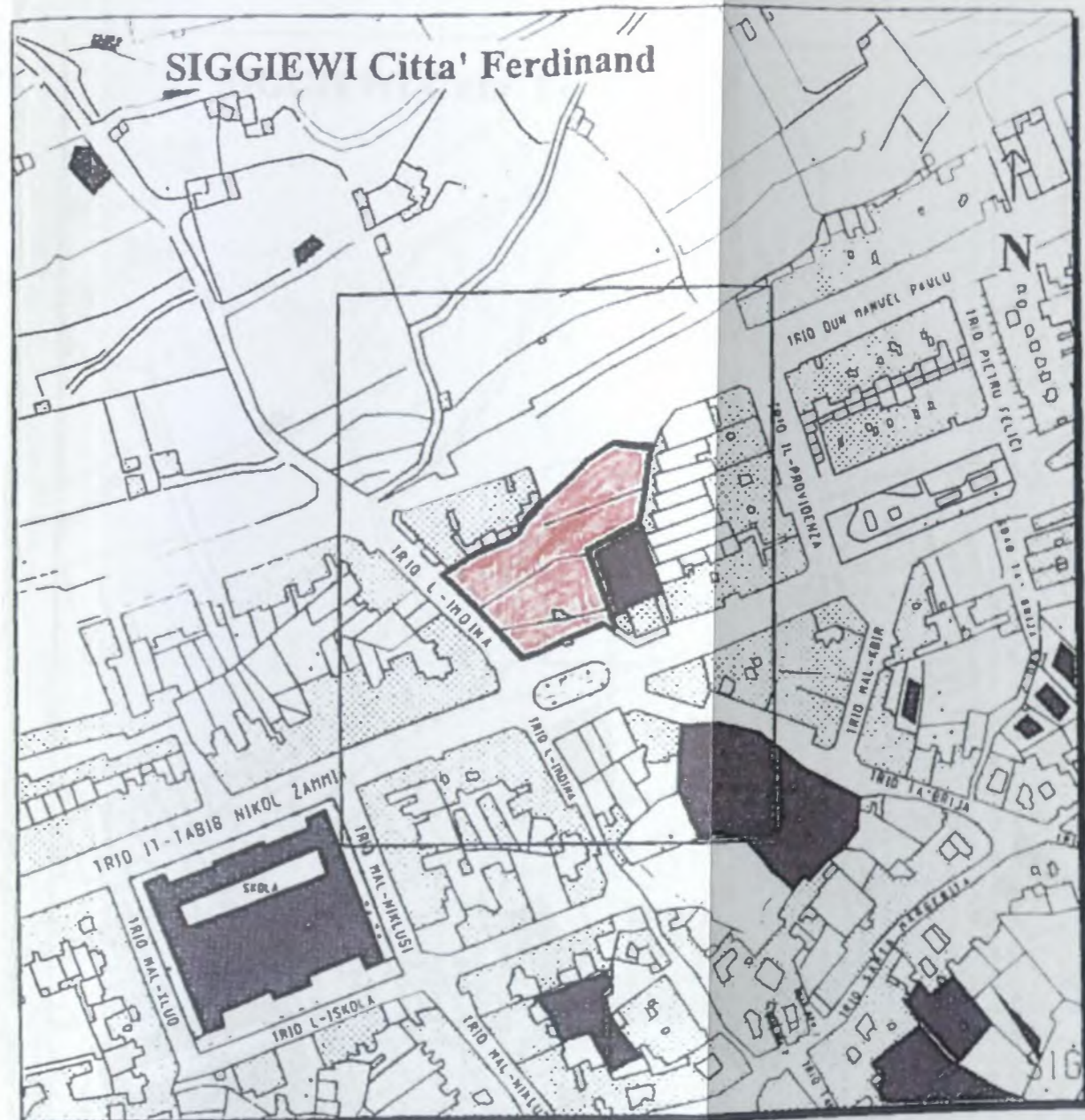
Sa Mawun
Sa Mawun House
Floriana (M.B. 11)

This is an official document for Land Registry use only [230 - Ufficju Kongunt]

1067



Joint Office
Sa Mawun
Sa Mawun House
Floriana (M.B. 11)



Gvern Ta' Malta
Registru ta' l-Artijiet

Casa Bulino, 116 Triq il-Punent, Valletta



Government of Malta
Land Registry

Casa Bulino, 116 West Street, Valletta

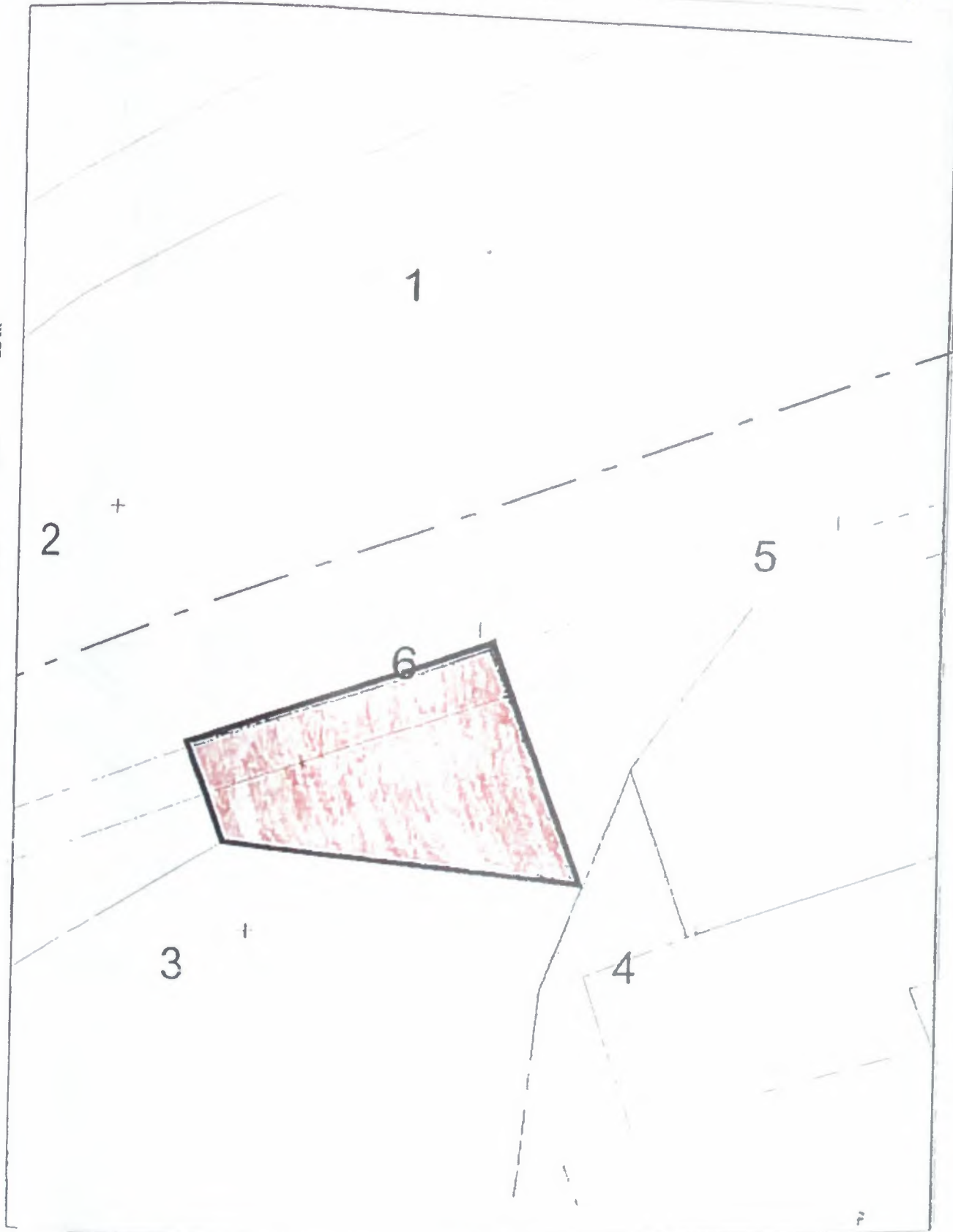
Num tal-Mappa Map Number	90047M	Pozizzjoni Centrali Centre Coordinates	x = 49320 y = 68539	Parti minn SS: Extracted from SS	4868	Data Date	19/10/2005
Qies (metri kwadri) Area (square metres)				3686 m ²			
Firma tal-Applikant Applicant's signature	 PERIT Duncan Mifsud BE & A Architects 2a 10, 2005					Dritt Mifkax Fee Paid	

Title No 05000 1194

LRA 3097/08

LW 410/05
item 36
02

Dan hu dokument ufficjali għall-użu biss fu-Registru ta' Artijiet



Scale 1:250 Skala

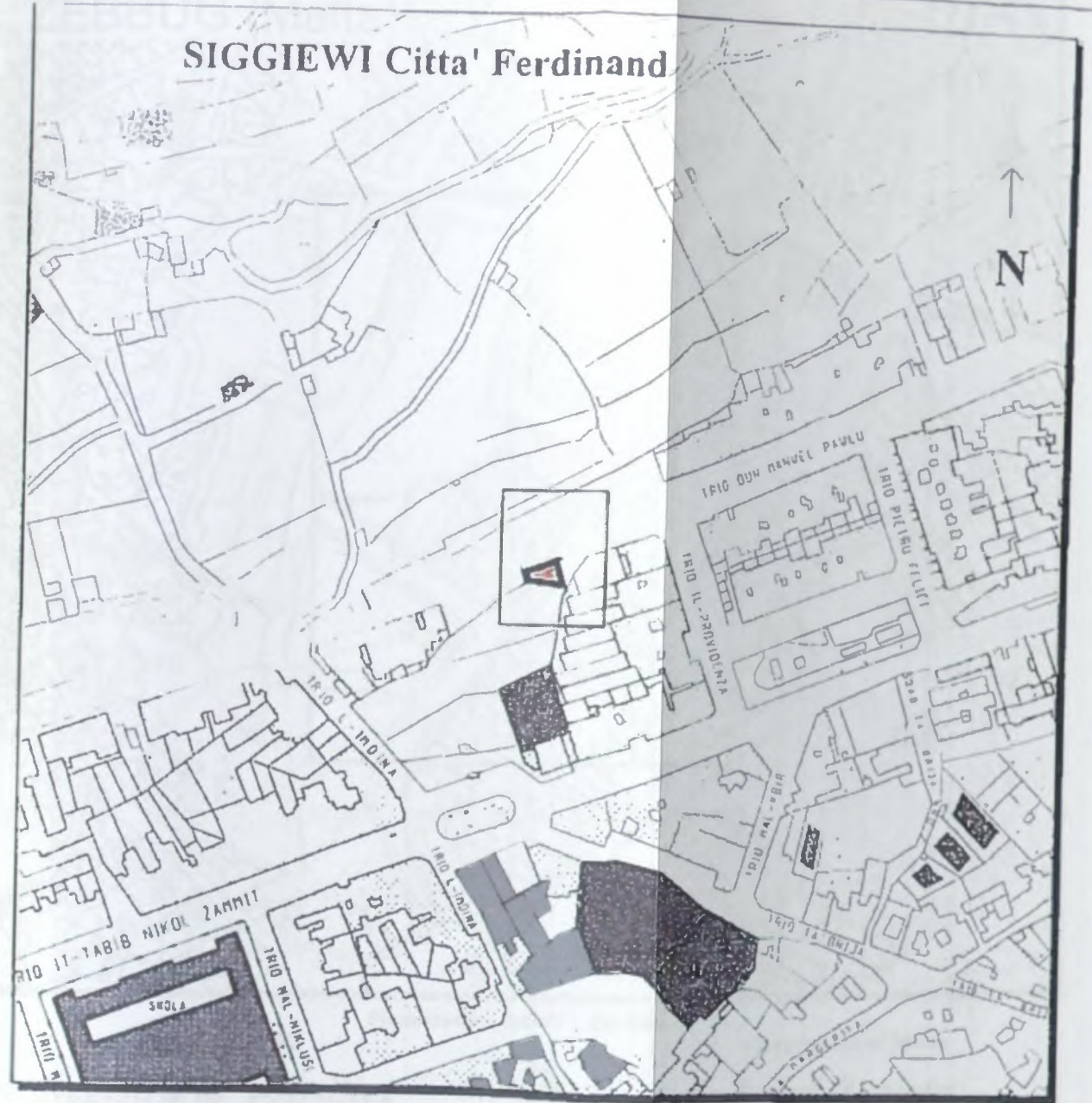
Joint Office
Sa Marcellina
Sa Marcellina House
Floriana GPO

1068

13B

This is an official document for Land Registry use only (230 - Ufficju Kungant)

SIGGIEWI Citta' Ferdinand



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet

Casa Bolina, 116 Triq il-Punent, Valletta



Land Registry

Casa Bolina, 116 West Street, Valletta

Nru tal-Mappa
Map Number 90049M

Pozizzjoni Ċentrali: x = 49353
Centre Coordinates: y = 68599

Parti minn SS:
Extracted from SS 4868

Data
Date 19/10/2005

Pent
Architect

Firma tal-Pent
Architect

PERIT Duncan Milsud
B.E & A (Hons), A & CE
Architect and Civil Engineer
20.10.2005

Qies (metri kwadri)
Area (square metres)

Firma tal-Applikant
Applicant's signature

127 m²

Data
Date

Title No 07003188
LRA 218/05



LW 284/06
item 5

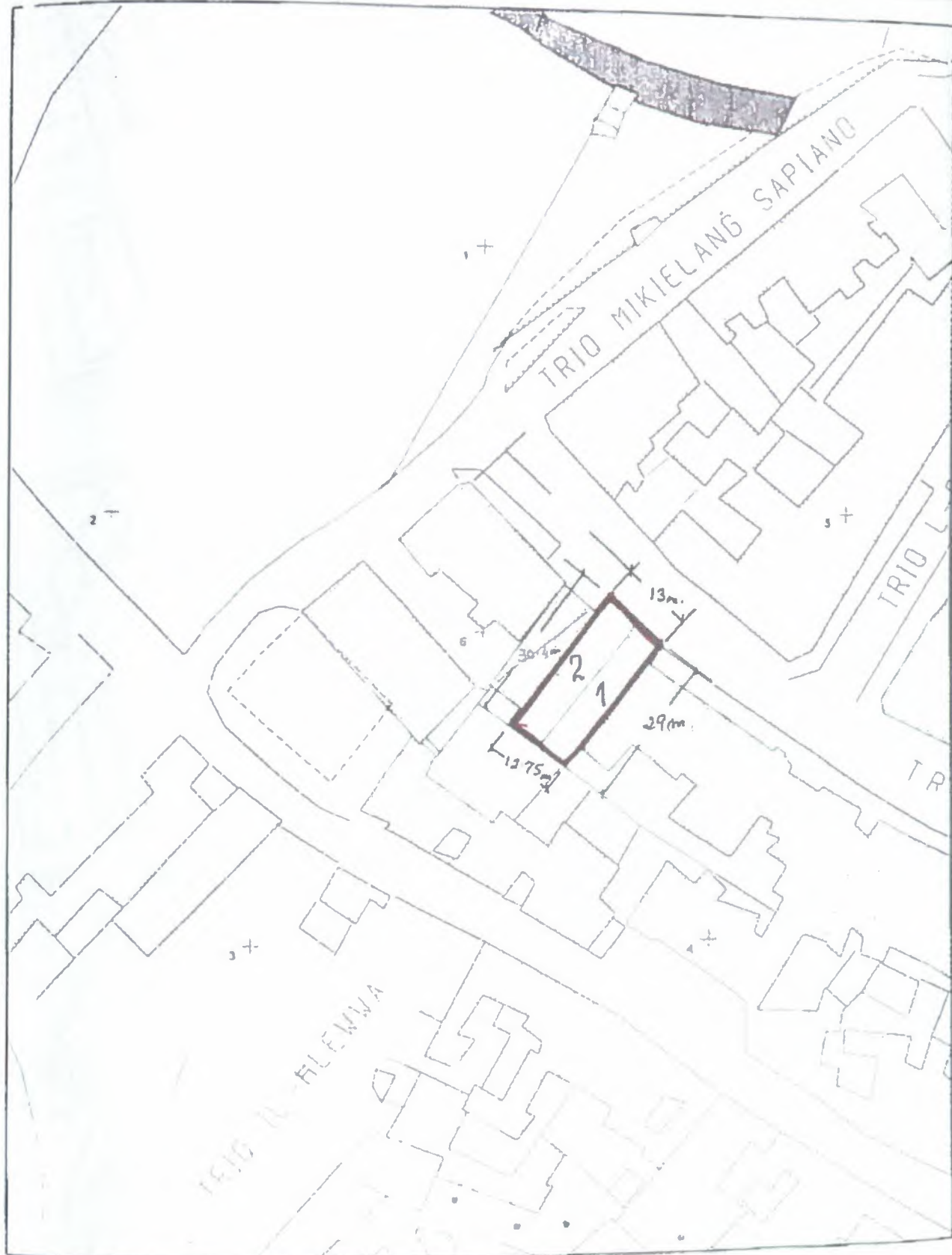
Dan hu dokument ufficjali għall-uzu biss fir-Registru tal-Artijiet

Joint Office
Sa Maison
Sa Maison Road
Floriana CMR 12

1070

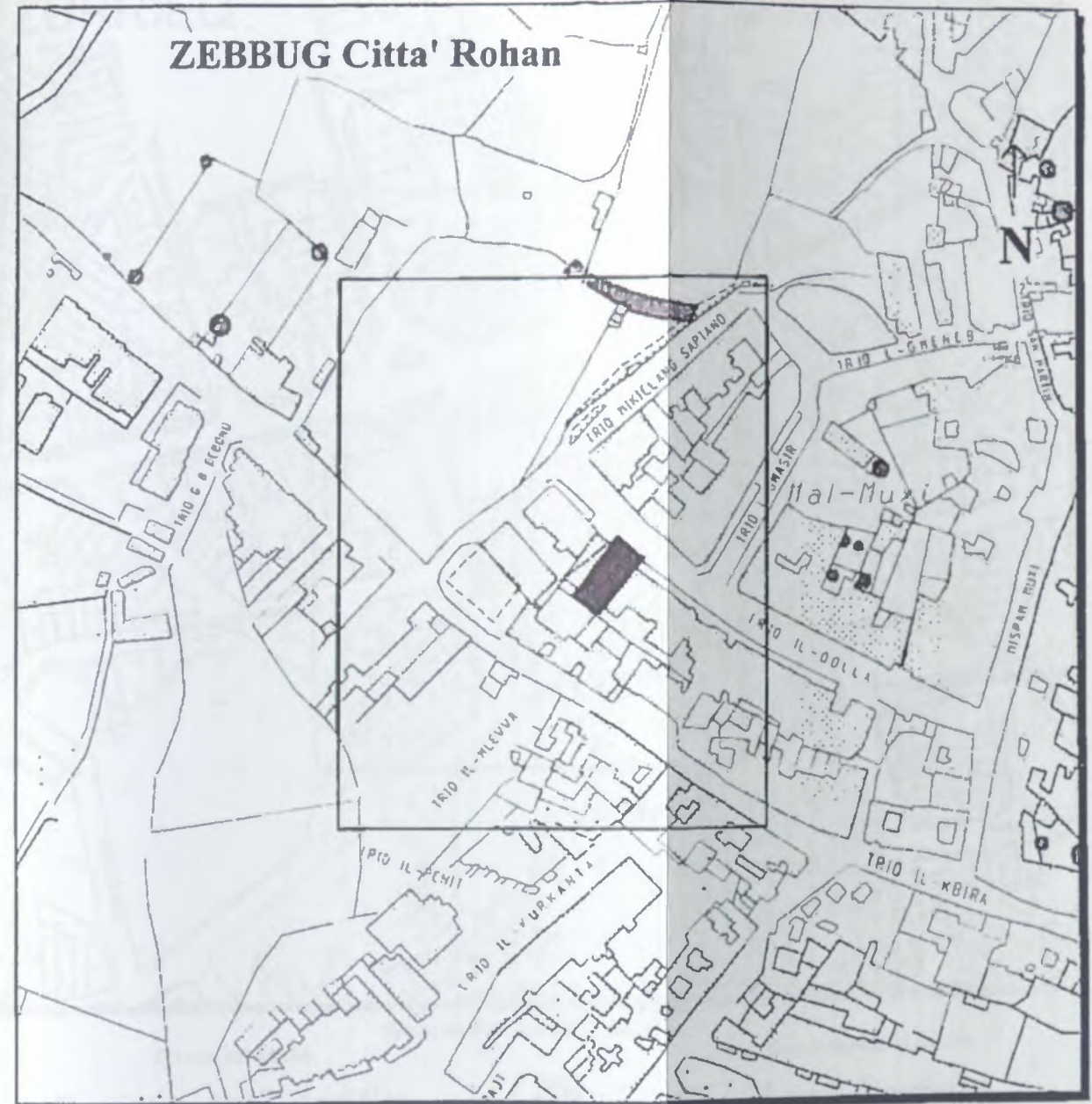
15

This is an official document for Land Registry use only [229 - Ufficju Kongunt]



Scale 1:1000 Skala

0 m 20 m 40 m 60 m 80 m 100 m



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet



Land Registry

Casa Bollno, 116 Triq Il-Punent, Valletta

Casa Bollno, 116 West Street, Valletta

Nru tal-Mappa: 95966M
Map Number

Pozizzjoni Centrali x 49056
Centre Coordinates y 70378

Parti minn SS: 4870
Extracted from SS

Data: 12 07/2006
Date

Perit
Architect

Qies (metri kwadri)
Area (square metres)

Timbru tal-Perit
Architect's Stamp

Firma tal-Applikant
Applicant's signature

CIRCA 380sq.m

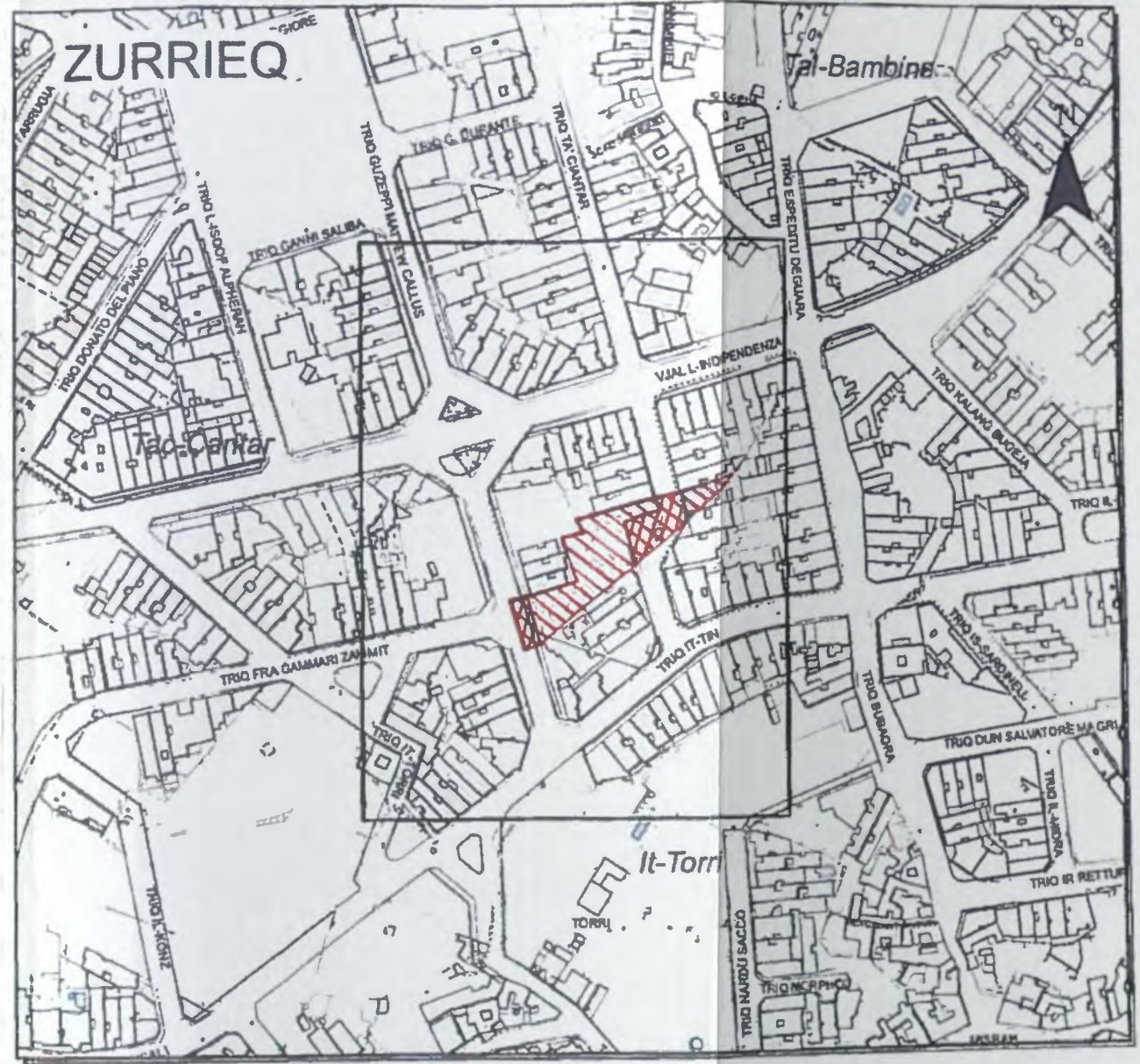
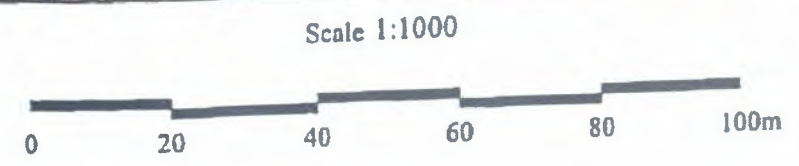
Dritt Mhallas
Fee Paid

2



Scale 1:1000

LEGEND
 - PLOT
 - ROAD



Pjanta tas-Sit 1:2500 Site Plan

Gvern ta' Malta Government of Malta
Registru ta' l-Artijiet **Land Registry**
 Casa Bolino, 116, Triq il-Punent, Valletta Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number:	51583 M	Parti min S.S. Extracted from S.S.	5265	Date: Date	15/11/2017
Perit: Architect:	robert sorsero architects 	Qies (metri kwadri): Area (square metres):	- PLOT - 1150 m ² - ROAD - 550 m ²	Firma ta' l-Applikant: Applicant's Signature:	
Timbru tal-Perit: Architect's Stamp:	226a, Quarta Triq ta' l-Iskoll, Valletta, Malta t: +356 2124700 f: +356 21230782 m: +356 99440280 e-mail: rs_a@gp.net.mt / sorsero@euroweb.net.mt	Dritt imhallas Fee Paid			

Extract of the minutes of a meeting of the Board of Directors of Malita Investments plc held on
18 December 2017

QUOTE

The directors of the Company noted and duly considered:

- (A) that the Company wishes to develop various sites around Malta into affordable housing units (the "Affordable Housing Project");
- (B) that in pursuance of the Affordable Housing Project, the Company is to enter into an emphyteutical deed with the Housing Authority, a body corporate established in terms of the Housing Authority Act (Cap. 261) of the laws of Malta (the "Emphyteutical Deed") to acquire sixteen (16) property sites as follows: (1) a site in Attard having an area of circa three hundred and seventy-five square metres (375m²), (2) a site in Birkirkara having an area of circa two thousand six hundred and twenty point two square metres (2,620.2m²), (3) a site in Bormla having an area of circa two thousand seven hundred and forty-one square metres (2,741m²), (4) a site in Kirkop having an area of circa seven hundred forty square metres (740m²), (5) a site in Kirkop having an area of circa six hundred forty-five square metres (645m²), (6) a site in Kirkop having an area of circa four hundred square metres (400m²), (7) a site in Kirkop having an area of circa three hundred and eighty-five square metres (385m²), (8) a site in Hal Farruġ having an area of circa six thousand seven hundred and fifty square metres (6,750m²), (9) a site in Msida having an area of circa two thousand eight hundred and fifty-one square metres (2,851m²), (10) a site in Qrendi having an area of circa four hundred and fifteen square metres (415m²), (11) a site in Qrendi having an area of circa nine hundred and twenty square metres (920m²), (12) a site in Qrendi having an area of circa nine hundred square metres (900m²), (13) a site in Siggiewi having an area of circa three thousand eight hundred and thirteen square metres (3,813m²), (14) a site in Żebbuġ having an area of circa eight hundred and forty-one point seven seven square metres (841.77m²), (15) a site in Żebbuġ having an area of circa three hundred and eighty square metres (380m²) and (16) a site in Zurrieq having an area of circa one thousand one hundred and fifty square metres (1,150m²) (the "Property Sites");
- (C) that the entry into the Emphyteutical Deed for the acquisition of the Property Sites (the "Transaction") would benefit the Company;
- (D) that the Investments Committee and the Audit Committee have provided their prior written approval for the Transaction and the execution of the Emphyteutical Deed by the Company.

It was resolved:

- (i) To approve the entry by the Company into the Transaction, the Emphyteutical Deed and any other document ancillary thereto;

(ii) To authorise any director to:

(A) execute the Emphyteutical Deed on behalf of the Company and any other document ancillary thereto;

(B) negotiate for and on behalf of the Company any amendments to the Emphyteutical Deed; and

(C) take all other action as may be required for the negotiation and execution of the Emphyteutical Deed and the performance of the Company's obligations thereunder.

UNQUOTE

Signed



Donald Vella

Company Secretary

RIZOLUZZJONI

Billi l-Housing Authority ("HA") għandha l-ħsieb li tagħti ċens temporanju ta' sittax (16) il-biċċa t'art f' Malta ("l-Artijiet") għal skopijiet imsemmija f'artikolu 2 tas-Skeda annessa ma l-Att Dwar Proprjetà ta' Entijiet Ekklesjastiċi; cioe' l-aktar neċċisitatijiet soċjali urġenti tal-pajjiż, bħall-akkomodazzjoni soċjali u l-utilitajiet pubbliċi, kif ukoll għal skopijiet umanitarji, edukattivi u kulturali.

Billi l-Malita Investments p.l.c., kumpanija pubblika b'numru ta' registrazzjoni C53047, hija disposta li tiegħu b'titolu ta' ċens temporanju l-Artijiet.

Billi l-HA hija disposta li taċċetta li jsir it-trasferiment ta' l-Artijiet fl-interess soċjali tal-pajjiż.

Billi l-Gvern tar-Repubblika ta' Malta jista' jittrasferixxi jew jagħti artijiet bi kwalunkwe titolu jkun li jkun ai termini ta' Artikolu 31(ċ) ta' l-Att Dwar Artijiet tal-Gvern, Kapitolu 573 tal-Liġijiet ta' Malta, skont rizzoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħħ fil-waqt tat-trasferiment.

Billi għalhekk l-għoti ta' ċens temporanju kif spjegat hawn jista' jsir skont Artikolu 31(ċ) ta' l-Att Dwar Artijiet tal-Gvern, Kapitolu 573 tal-Liġijiet ta' Malta u skont l-Att Dwar l-Awtorità tad-Djar, Kapitolu 261 tal-Liġijiet ta' Malta.

Għalhekk huwa b'dan rizzolut li l-għoti ta' ċens temporanju ta' l-Artijiet għandu jsir skont l-Abbozz tal-Att Pubbliku, hawn anness u mmarkat Dok A, li jinsab imqiegħed fuq il-Mejda tal-Kamra.


bo

Hon. Michael Falzon
Ministru għall-Familja, Drittijiet tat-Tfal u Solidarjetà Soċjali