RIŻOLUZZJONI DWAR ATT TA' REXXISSJONI PARZJALI TAL-GĦOTJA TA' KONĊESSJONI ENFITEWTIKA TAS-SITI TA' MANOEL ISLAND U L-PONTA TA' TIGNÈ

IL-MINISTRU GĦALL-KULTURA, ARTIJIET U GVERN LOKALI JIPPROPONI ILLI L-KAMRA TAD-DEPUTATI TAPPROVA DIN IR-RIŻOLUZZJONI:

Billi l-Gvern afferma l-impenn tiegħu biex is-siti ta' Manoel Island u Forti Tignè jerġgħu jirritornaw f'idejn il-Gvern, permezz ta' rexxissjoni parzjali tal-kuntratt enfitewtiku, datat 15 ta' Ġunju 2000 fl-atti tan-Nutar Dottor Vincent Miceli (Anness Nru 1), sabiex filwaqt li jissalvagwardja l-patrimonju kulturali nazzjonali jżomm il-wegħda tiegħu illi jagħti lura lill-pubbliku art li qabel kienet iddesinjata għall-iżvilupp sabiex din tkun ikkonvertita f'park nazzjonali.

Illi l-Awtorità tal-Artijiet bagħtet żewġ ittri ġudizzjarji datati 10 ta' Ġunju 2025 u 25 ta' Settembru 2025, rispettivament, lil MIDI plc (minn hawn 'il quddiem imsejħa 'MIDI'). Illi dawn l-ittri jirreferu għal, iżda mhux limitatament, klawsola numru tmienja tal-kuntratt enfitewtiku li tistipula li l-iżvilupp kellu jkun sostanzjalment komplut sal-31 ta' Marzu 2023 u li, jekk l-iżvilupp ma jkunx sostanzjalment komplut sat-tmiem ta' Marzu 2026, l-Awtorità għandha l-jedd tirrexxindi u/jew tħassar il-konċessjoni enfitewtika fl-intier tagħha, kif ukoll jiskattaw il-penali u imgħaxijiet rispettivi dovuti *ai termini* tal-istess klawsola.

Billi MIDI inizjalment ressqet talba għal rifużjoni ta' madwar €84 miljun, li tirrappreżenta spejjeż inkorsi matul il-perjodu ta' konċessjoni u li wara diskussjonijiet preliminari u skrutinju inizjali, l-ammont tat-talba ġie rivedut għal madwar €78 miljun.

Illi l-konsulenti inġaggati mill-Awtorità tal-Artijiet sabiex jirrevedu b'mod indipendenti d-dokumentazzjoni ppreżentata minn MIDI, ivverifikaw l-ammont ta' €75.5 miljun (Anness Nru 2). Illi matul in-negozjati, it-talba għal €12.5 miljun, li tikkonsisti f'imgħaxijiet, ġiet eskluża minnufih, u b'hekk l-ammont li kien qed jiġi mitlub tnaqqas għal madwar €63 miljun. Sussegwentement, wara li l-Gvern sostna l-pożizzjoni tiegħu, MIDI wriet ir-rieda tagħha li taċċetta €58 miljun, u b'hekk tirrinunzja għal €5 miljun oħra, dejjem bl-esklużjoni ta' Forti Tignè.

Illi fid-dawl tas-suespost, l-Awtorità tal-Artijiet daħlet f'fażi oħra ta' negozjati bil-għan li jkompli jitnaqqas aktar l-ammont ta' rifużjoni mitlub minn MIDI. Għal dan l-iskop, l-Awtorità ressqet proposta għal rimbors ta' persentaġġ ta' ċerti elementi speċifiċi inklużi fit-talba, ibbażata fuq raġunijiet ċari, speċifiċi u ġustifikabbli:

i. **Primjum fi flus kontanti u ċens:** L-Awtorità argumentat li s-sit ta' Manoel Island kien ilu utilizzat minn MIDI għal madwar 25 sena. Għaldaqstant, ipproponiet rimborż ta' 80% tal-ammonti mħallsa tul is-snin, u b'hekk it-talba inizjali li kienet teċċedi d-€19-il miljun tnaqqset bi €3.8 miljun.

ii. **Restawr ta' bini ta' wirt storiku:** L-Awtorità offriet li tħallas 90% tat-€12.4 miljun mitluba, wara li kkunsidrat id-deterjorament attwali ta' ċerti żoni fil-perimetru ta' Forti Manoel, fejn saru meħtieġa aktar xogħlijiet ta' restawr.

iii. **Spejjeż relatati mal-uffiċċju ta' MIDI:** L-Awtorità offriet li tirrimborża 50% tal-€1 miljun mitlub, *stante* li l-uffiċċju kien iservi wkoll għall-iżvilupp f'Tignè.

iv. **Disinn u ppjanar:** L-Awtorità pproponiet li tħallas 50% tat-talba ta' ftit aktar minn €16-il miljun, wara li kien osservat li porzjon sostanzjali tas-somma mitluba kien jikkonsisti f'tariffi ta' disinjaturi ta' fama internazzjonali, li ma kinux meqjusa strettament neċessarji biex jinkisbu standards komparabbli ta' disinn.

v. **Tariffi professjonali oħra:** Fuq approċċ simili għall-punt (iv) l-Awtorità offriet li tħallas 50% tal-ammont mitlub ta' €3.1 miljun.

vi. **Spejjeż ġenerali (salarji):** L-Awtorità pproponiet li tħallas 50% tal-€5.2 miljun mitluba, abbażi tar-raġunament li l-Gvern ma kellu l-ebda kontroll fuq l-istrutturi ta' remunerazzjoni ta' MIDI u ma kienu ġew stabbiliti l-ebda parametri tas-salarji miftiehma minn qabel.

vii. **Is-sigurtà tas-sit**: Filwaqt li rrikonoxxiet il-ħtieġa tagħha, l-Awtorità kkunsidrat li setgħu jiġu implimentati soluzzjonijiet aktar orħos u għalhekk offriet li tħallas 75% tal-€1.5 miljun mitluba.

viii. **Spejjeż varji:** Ebda rifużjoni ma ġiet offruta għal spejjeż varji li kienu jammontaw għal €44,000 peress li dawn ma kinux meqjusa ġustifikabbli.

ix. **Forti Tignè:** Għat-trasferiment ta' Forti Tignè, l-Awtorità sostniet li għandha tillimita r-rifużjoni għal €2.5 miljun, li jirrappreżenta madwar 73% tan-nefqa totali għar-restawr inkorsa minn MIDI, u liema somma kienet ivverifikata mill-konsulenti ingaġġati mill-Awtorità tal-Artijiet (Anness Nru 3).

x. **Il-Marina:** Għalkemm il-konċessjoni enfitewtika ma tinkludix iż-żona fil-baħar fix-xatt tan-Nofsinhar ta' Manoel Island, li preżentement hija okkupata mill-marina, l-att oriġinali jagħti drittijiet esklussivi lil MIDI sabiex jamministra marina. Bħala parti min-negozjati, ir-ritorn ta' Manoel Island lill-Gvern jinkludi r-rinunzja ta' dawn id-drittijiet esklussivi, biż-żona tal-marina tirritorna lura kompletament f'idejn il-Gvern.

Illi fit-13 ta' Marzu 2026, l-Awtorità tal-Artijiet, f'isem il-Gvern ta' Malta, ippreżentat offerta finali ta' €47.3 miljun, liema offerta tinkludi wkoll l-ammont allokat għar-ritorn ta' Forti Tignè lura f'idejn il-Gvern. Illi dan l-ammont għandu jitħallas fl-intier tiegħu mal-iffirmar tal-Att ta' Rexxissjoni Parzjali li permezz tiegħu s-siti ta' Manoel Island u Forti Tignè ser jerġgħu lura għand il-Gvern. Dan il-ħlas jikkostitwixxi l-obbligazzjoni ta' restituzzjoni rregolat taħt l-artikolu 1209(2) tal-Kodiċi Ċivili ta' Malta u mhux ħlas għal xiri jew trasferiment. Għalhekk, peress li ma jeżisti l-ebda trasferiment jew profitt kapitali, l-ebda taxxa ta' trasferiment mhi dovuta.

Billi l-Gvern isostni li l-ammont kollu ta' rifużjoni tal-VAT miġbura minn MIDI mingħand il-Gvern, u li jammontaw għal madwar €4.6 miljun, issa għandhom jiġu rritornati lill-Gvern. Dan ser jirriżulta sabiex il-Gvern ser ikun qiegħed effettivament joħroġ is-somma komplessiva ta' *circa* €42.7 miljun.

Billi dan kollu ġie maqbul fil-prinċipju bejn iż-żewġ partijiet fl-abbozzar tal-anness kuntratt tar-rexxissjoni parzjali u hemm qbil bejn il-partijiet illi sussegwentement għall-approvazzjoni eventwali ta' din il-mozzjoni, il-kumpanija MIDI tressaq dan l-abbozz għall-approvazzjoni tal-azzjonisti *ai termini* tal-*Capital Market Rules* u dan f'laqgħa ġenerali straordinarja.

U billi l-pubblikazzjoni tal-kuntratt tista' ssir biss wara li l-mozzjoni tiġi approvata u l-istess abbozz jiġi approvat mil-laqgħa ġenerali, u peress li hemm numru ta' konvenji reġistrati fuq proprjetà f'Tignè Point li ma tifformax parti mill-proprjetajiet suġġetti għall-abbozz tal-kuntratt anness, il-Gvern u l-Awtorità tal-Artijiet intalbu sabiex jikkonfermaw li ma hemm l-ebda disputa fuq dik il-proprjetà li mhix inkluża fl-istess kuntratt ta' rexxissjoni.

Għaldaqstant, huwa b'dan riżolut illi jiġi approvat l-abbozz anness għar-rexxissjoni parzjali (Anness Nru 4) tal-konċessjoni datata 15 ta' Ġunju 2000, għal dik il-parti li tikkonċerna Manoel Island kollha u Forti Tignè, skont il-provvedimenti deskritti fl-istess abbozz u permezz tar-rimbors tal-ammonti kif indikati f'din ir-riżoluzzjoni u l-Awtorità tal-Artijiet tkun awtorizzata f'isem il-Gvern sabiex tidher fuq il-kuntratt ta' rexxissjoni parzjali u tagħti l-konfermi mitluba.

24.03.2026

Anness Nru 1: Att Oriġinali datat 15 ta' Ġunju, 2000

Anness Nru 2: Rapport ta' Alecta – MIDI's claim on Manoel Island

Anness Nru 3: Rapport ta' Alecta – Verification of restoration costs of Fort Tignè and inspection of restoration works

Anness Nru 4: Abbozz tal-kuntratt għar-rexxissjoni parzjali

Att 82
Temporary Emphyteusis
Ins. 23/6/2000
Vol. I

The fifteenth (15) of June of the year two thousand (2000)

Before me Doctor of Laws Vincent Miceli, Notary Public at the Land Department have personally came and appeared: -

OF THE ONE PART Albert Mamo son of Anthony and Rose nee` Pace, born in Sliema and residing at Swieqi and whose identity card bears number 37151(M) who is appearing hereon for and on behalf of the Government of Malta (hereinafter referred to as "the Grantor") as duly generally authorised and also as specifically authorised by the documents annexed hereto marked Documents A and B;

Architect Marc Bonello, chairman, son of Lawrence and Pauline nee` Saliba, born H`Attard and residing at H`Attard and whose identity card bears number 743361(M) who is appearing hereon for and on behalf of the Malta Maritime Authority (hereinafter referred to as "the Maritime Authority") as duly generally authorised by virtue of the Malta Maritime Authority Act (Chapter three hundred and fifty two (352) of the Laws of Malta) and as specifically authorised by virtue of a resolution of the said Maritime Authority annexed hereto marked Document C;

AND OF THE OTHER PART
Albert Mizzi chairman, son of Alfred and of Mabel nee` Dumbar Vella, born Valletta and residing at Saint Julians and having identity card number 718127(M) who is appearing hereon for and on behalf of MIDI p.l.c., a limited liability company duly incorporated under the laws of Malta with its registered office situated at Flat twenty five (25), Il-Piazzetta, Tower Road, Sliema and company registration number letter 'C' fifteen thousand eight hundred and thirty six (C15836) (hereinafter referred to as "the Company" or "the Emphyteuta") duly authorised to appear hereon by a written

resolution of the Directors of the Company a copy of which is annexed hereto marked Document D;

WHEREAS the Grantor has accepted the Company's proposal in respect of the development of Manoel Island and Tigne' Point;

AND WHEREAS the Company has demonstrated that it has the finances available to carry out the said development which finances consist of banking facilities and Company shareholders' funds as evidenced by the documents attached hereto marked Documents E to Q inclusive;

Article One - Grant of Emphyteutical Concession

1.1 By virtue of this Deed, the Grantor hereby grants by title of temporary emphyteusis to the Emphyteuta which accepts and acquires by the same title of temporary emphyteusis for a period of ninety-nine (99) years commencing from the date of this Deed, under the terms and subject to the conditions set out in this Deed, the land in Malta indicated hereunder namely:

1.1.1 the divided portion of land at Tigne Point, Sliema having an area of approximately one hundred and eight thousand four hundred and twenty square metres (108,420 m²) bounded on the South, North and South-East by the foreshore as shown bordered in red on the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy five letter 'A' bar ninety nine (LD175A/99) marked Schedule One (1) (hereinafter referred to as "Tigne Point") including any areas occupied by streets, roads or public spaces and the buildings, structures and constructions all without number existing in, on or under the said land;

1.1.2 the divided portion of land at Manoel Island, limits of Gzira having an area of approximately two hundred and sixty seven thousand nine hundred square metres (267,900 m²) bounded on the South, East and North-East by the foreshore as shown bordered in red on the attached plan Land Drawing letter 'L' letter 'D' one hundred and

seventy four letter 'A' bar ninety nine (LD174A/99) marked Schedule Two (2) including any areas occupied by streets, roads or public spaces and the buildings, structures and constructions all without number existing in, on or under the said land; and the airspace overlying the basement of the building known as The Admiralty Canteen, without number, at Manoel Island, limits of Gzira, washed in yellow on the said attached plan Land Drawing LD174A/99 marked Schedule Two (2) and having an area of approximately one hundred and seven decimal point five square metres (107.5 m^2), and bounded on the North, South, and West by property being granted by virtue of this Deed and the airspace adjacent thereto washed in blue on the said attached plan Land Drawing LD174A/99 marked Schedule Two (2), having an area of approximately seventy seven square metres (77 m^2), from the level of the said basement's roof upwards and is bounded on the South by the airspace mentioned above, on the West by property being granted by virtue of this Deed and on the East by property of the Grantor known as the Manoel Island Yacht Yard (hereinafter together referred to as "Manoel Island").

1.2 The present foreshore (if any) as well as any foreshore that may result after reclamation or dredging works (including rock-cutting works) is excluded from this emphyteutical concession. The foreshore shall extend inland for a distance of five (5) metres from the water's edge as indicated on the plans marked Schedules One (1) and Two (2). For the avoidance of doubt, it is declared, understood and agreed that the area washed in yellow which is comprised in the buildings without number known as The Lazzaretto in Manoel Island shall form part of the emphyteutical concession relative to those buildings subject to a right of way by foot over the said buildings known as The Lazzaretto from the passage marked from point 'Y' to point 'Z' on the attached plan Land Drawing LD174A/99 marked Schedule Two (2) which passage has an overall area of approximately six hundred and twenty four square metres (624 m2) and which passage is bounded on the North by property being granted by virtue of this Deed and

on the East and West by property of the Grantor consisting of foreshore and the said buildings without number known as The Lazzaretto are bounded on the North, West and East by property being granted by virtue of this Deed and are shown as sites six (6) and seven (7) edged in blue on the attached plan Land Drawing LD174A/99 marked Schedule Two (2).

1.3 The Grantor and the Maritime Authority hereby authorise and give the necessary consents to the Emphyteuta to carry out, execute and effect dredging (including rock-cutting), reclamation and other works in the sea and on or abutting on the shore and foreshore of the Property as shown on the attached plan Land Drawing LD174A/99 marked Schedule Two (2).

The portion of land to be dredged is situated at Manoel Island having an area of approximately four thousand five hundred and twenty one square metres (4,521 m2) including the existing structures thereon, without number, and all together bounded on the East and South-East by property being granted by virtue of this Deed and on the North by the sea and is shown washed in green on the said attached plan Land Drawing LD174A/99 marked Schedule Two (2) (hereinafter in this Deed referred to as the "Dredged Land").

The land to be reclaimed is situated at Manoel Island having an area of approximately five thousand two hundred and fifty square metres (5,250 m2) and is bounded on the North, East and West by the sea and is shown edged in orange on the said attached plan Land Drawing LD174A/99 marked Schedule Two (2) (hereinafter in this Deed, together with any area of foreshore which becomes enclosed by land as a result of such reclamation, is referred to as "the Reclaimed Land").

The Dredged Land shall revert to the Grantor and, for this purpose, it is hereby declared that the portion of the total annual groundrent which burthens the Dredged Land amounts to thirteen thousand two hundred and fifty eight Maltese liri (Lm13,258). The Reclaimed Land

shall be granted by title of temporary emphyteusis subject to a groundrent which is equivalent to that burthening the Dredged Land referred to above and as stated in Schedule Four (4). Following the completion of the relative dredging works and reclamation works, each of the Grantor and the Emphyteuta shall be bound to appear on and sign a public deed to effect such reversion of the Dredged Land and the grant by title of emphyteusis of the Reclaimed Land within two (2) months from the date that it is notified with a judicial letter filed for this purpose by the other party.. By virtue of such deed, the portion of groundrent which burthens the Dredged Land shall be deducted from the total annual groundrent and shall be simultaneously constituted as groundrent burthening the Reclaimed Land.

1.4 Tigne Point and Manoel Island are also shown on the attached survey sheets letter 'L' letter 'D' one hundred and seventy five bar ninety nine (LD175/99) and letter 'L' letter 'D' one hundred and seventy four bar ninety nine (LD174/99) marked Schedule Three letter 'A' (3A) and Schedule Three letter 'B' (3B) respectively.

1.5 The immovable property, which forms the subject matter of this Deed, is collectively referred to as "the Property".

Article Two – Residential Units – Conversion of Emphyteutical Title

2.1 Subject to the limitations contained in this Article, any emphyteuta or sub-emphyteuta, not being the Company nor any Subsidiary or Simple Majority Subsidiary (as defined in Schedule Twenty One (21)), who holds a Residential Unit (as defined below) on the Property shall have the right, exercisable at any time during the temporary emphyteutical period, to convert his title of temporary emphyteusis into one of perpetual emphyteusis under the following terms and subject to the following conditions:

2.1.1 the consideration payable for the conversion of title shall be a one-time payment

equivalent to one (1) year's groundrent (without any abatement) which is payable at the time of conversion in respect of the Residential Unit or Units or garage spaces, as the case may be, which consideration shall be paid to the Grantor on the deed of conversion;

The Grantor shall appear on and sign a public deed to effect such conversion of title within three (3) months from the date that it is notified with a judicial letter filed for this purpose by the emphyteuta or sub-emphyteuta who has opted for the right to convert.

Upon conversion, the Residential Unit the title of which will have been so converted may not without the consent of the Grantor be used for the retail sale of goods or as a restaurant or bar.

2.2 The right to convert the emphyteutical title in terms of this Article Two (2) shall not be exercisable by any emphyteuta or sub-emphyteuta who already holds three (3) Residential Units in respect of which he himself has converted title. If, however, at any time, any such emphyteuta or sub-emphyteuta holds less than three (3) Residential Units in respect of which he himself has converted title, he shall re-acquire the right to convert subject to the limitation heretofore stated. A Residential Unit in respect of which any previous holder thereof in accordance with the limitations hereof had previously affected the conversion of title shall not be counted for the purpose of the limitation contained in this paragraph.

2.3 For the avoidance of doubt it is declared that the right to convert the emphyteutical title in terms of this Article Two (2) shall not be exercisable with respect to the following sites bordered in blue on the attached plan Land Drawings LD175A/99 marked Schedule One (1) and LD174A/99 marked Schedule Two (2) and namely:

2.3.1 Fort Manoel on Manoel Island, without number, marked as site number five (5) on the attached plan Land Drawing LD174A/99 marked Schedule Two (2) having an area of approximately

thirty seven thousand two hundred and forty square metres (37,240 m²) and is bounded on the North, South and East by property being granted by virtue of this Deed;

2.3.2 The areas in the buildings known as The Lazzaretto on Manoel Island, without number, as indicated in the attached floor plan of the said buildings Land Drawing letter 'L' letter 'D' one hundred and seventy four letter 'D' bar ninety nine (LD174D/99) marked Schedule Five (5) and which buildings are marked as sites numbers six (6) and seven (7) on the attached plan Land Drawing LD174A/99 marked Schedule Two (2); the said site number six (6) has an area of five thousand one hundred and ninety eight square metres (5,198 m²) and is bounded on the North-East, South-East and North-West by property being granted by virtue of this Deed and the said site number seven (7) has an area of approximately six thousand seven hundred and fifty square metres (6,750 m²) and is bounded on the North, East and West by property being granted by virtue of this Deed. The title of any Residential Unit in an area not indicated in the said floor plan Land Drawing LD174D/99 marked Schedule Five (5) shall be capable of conversion in accordance with this Article;

2.3.3 The Customs House on Manoel Island, without number, marked as site number two (2) on the attached plan Land Drawing LD174A/99 marked Schedule Two (2) having an area of approximately one hundred and sixty nine square metres (169 m²) and is bounded on the North-East, North-West and South-East by property being granted by virtue of this Deed;

2.3.4 The Cattle Quarantine Sheds on Manoel Island, without number, marked as sites three (3) and four (4) on the attached plan Land Drawing LD174A/99 marked Schedule Two (2); site three (3) having an area of approximately three hundred and seventeen square metres (317 m²) and is bounded on the North, South and West by property being granted by virtue of this Deed and site four (4) having an area of approximately four hundred and twenty four square metres (424 m²)

and is bounded on the North, South and West by property granted by virtue of this Deed;

2.3.5 The Chapel on Manoel Island, without number, marked as site number one (1) on the attached plan Land Drawing LD174A/99 marked Schedule Two (2) having an area of approximately twenty-two square metres (22 m²) and is bounded on the North-East and North-West and South-East by property being granted by virtue of this Deed;

2.3.6 Fort Tigne' on Tigne Point, without number, marked as site number one (1) on the attached plan Land Drawing LD175A/99 marked Schedule One (1) having an area of approximately fourteen thousand seven hundred and ninety square metres (14,790 m²) and is bounded on the North, South and East by property being granted by virtue of this Deed;

2.3.7 The Chapel on Tigne Point, without number, marked as site number two (2) on the attached plan Land Drawing LD175A/99 marked Schedule One (1) having an area of approximately three hundred and ninety five square metres (395 m²) and is bounded on the North-East, North-West and South-West by property being granted by virtue of this Deed;

2.4 In the event of termination (for any reason whatsoever) of the emphyteutical title in respect of any part of the Property and its reversion to the Grantor, any necessary servitudes including the necessary rights of access which burden the said parts of the Property or which may be necessary as a result of such reversion shall continue to exist or be created (as the case may be) in favour of other parts of the Property and not reverting to the Grantor as aforesaid.

2.5 For the purposes of this Article, a "Residential Unit" means a building consisting of a single unit or a single unit in a building which at the time of conversion of title as aforesaid can be used as a residence in accordance with any planning permission applicable at that time and in the event that the right of conversion is exercised in respect of any Residential Unit which forms part of a

Building (as defined in Schedule Twenty One (21) below) it shall include its share (if any) of the common parts and amenities servicing or pertaining to the said Building. The right to convert title in respect of any Residential Unit shall also include the right to convert title of a maximum of two (2) garage spaces in respect of each such unit which right can be exercised separately and at a time different from that of the Residential Unit to which they relate.

Article Three - Groundrent

3.1 The emphyteutical concession relative to the Property is subject to the annual groundrent of four hundred and eighty thousand Maltese liri (Lm480,000) which shall increase to eight hundred and forty thousand Maltese liri (Lm840,000) on the first (1st) day of April of the year two thousand and twenty five (2025) and to nine hundred and sixty thousand Maltese liri (Lm960,000) on the first (1st) day of April of the year two thousand and fifty (2050). Subject to Sub-Article Two of Article Three (3.2), the groundrent is payable annually in arrears on the first (1st) day of April of each year.

3.2 The annual groundrent in respect of the Property is being administratively abated as stated in Schedule Six (6). In the event that any part of the Property has been alienated or granted on sub-emphyteusis, the administrative abatement shall cease to be applicable with respect to that portion of the groundrent burthening that part of the Property so alienated or granted on sub-emphyteusis. The said administrative abatement shall, however, not cease to be applicable with respect to that portion of the groundrent burthening that part of the Property which is alienated or granted on sub-emphyteusis to:

3.2.1 a Subsidiary (as defined in Schedule Twenty One (21)); or

3.2.2 a Simple Majority Subsidiary (as defined in Schedule Twenty One (21)); or

3.2.3 a Bank or Financial Institution (as defined in Sub-Article Six of Article Twenty One (21.6) as a result of the enforcement of their security rights over the Property pursuant to the financing of the development of the Property; or

3.2.4 any person following a judicial sale by auction consequent to the enforcement of such security rights.

Provided that the administrative abatement shall thereupon be only applicable as long as the said part of the Property is still held by the Subsidiary, Simple Majority Subsidiary, Bank, Financial Institution or any such person as is referred to in paragraph four of this Sub-Article Two of Article Three (3.2.4) as the case may be.

The administrative abatement shall apply 'pro rata' with respect to the separate parts of the Property over which the groundrent is or may be divided.

3.3 In the event that full development permits are issued which increase the total area of Floorspace which may be developed by the Emphyteuta over and above the total area of Floorspace contemplated in the outline development permit attached as Schedule Fourteen (14), there shall be an increase in groundrent by subjecting the extra Floorspace to a groundrent calculated on the basis of one Maltese lira and eighty five cents (Lm1.85) per square metre which shall increase to three Maltese liri and twenty four cents (Lm3.24) per square metre on the first (1st) day of April of the year two thousand and twenty five (2025) and to three Maltese liri and seventy cents (Lm3.70) on the first (1st) day of April of the year two thousand and fifty (2050). Such groundrent shall be due on the lapse of one (1) year following the issue of any full development permit above-mentioned. No administrative abatement shall be applicable to the said additional groundrent. Each of the Grantor and the Emphyteuta shall be bound to appear on and sign any public deed which may be necessary for the purpose of giving effect to such increase within three (3) months from the date that it is notified

with a judicial letter filed for this purpose by the other party. For the purposes of this Sub-Article, "Floorspace" refers to the utilisable (whether for residential, commercial or other purposes) internal floorspace excluding (without prejudice to the generality of the foregoing) common parts, outside areas, verandahs, gardens and yards.

3.4 As security for the payment of groundrent, the Emphyteuta duly grants to the Grantor which accepts a general hypothec on the property present and future of the Emphyteuta and this besides the special privilege competent to it by law.

Article Four - Premium

4.1 This emphyteutical concession is being made in consideration of a total premium of thirty nine million five hundred and seventy thousand Maltese liri (Lm39,570,000) which is composed and payable as follows:

4.1.1 A first component of five million five hundred and seventy thousand Maltese liri (Lm5,570,000) payable in instalments without interest as stated in Schedule Seven (7);

4.1.2 A second component of twenty million Maltese liri (Lm20,000,000) payable in instalments without interest as stated in Schedule Seven (7). The Grantor is hereby given the option exercisable between the first (1st) day of April of the year two thousand and two (2002) and the thirty-first (31st) day of March of the year two thousand and six (2006) (and only on or between these dates) of subscribing to ten million (10,000,000) preference shares in the Company of a nominal value of one Maltese lira (Lm1) each designated as Preference Shares "A" under the terms and conditions set out in the Memorandum and Articles of Association of the Company in particular in Article Eight (8) the text of which is reproduced in the attached Schedule Eight (8) and, if this option is exercised, the allotment of the said Preference Shares "A" by the Company to the Grantor shall be made in full and final settlement of the component of premium

due by the Company under this paragraph two of Sub-Article One of Article Four (4.1.2). The option and the allotment shall only be exercisable in respect of the full amount of Preference Shares "A" indicated above. The Company shall not, without the consent in writing of the Grantor, vary or amend the rights, preferences, restrictions and characteristics of such Preference Shares "A" as set out in the said Memorandum and Articles of Association of the Company while the option is still in force or, following the exercise of the option, while the Preference Shares "A" are still unredeemed. Should the Company while the option is still in force or, following the exercise of the option, while the Preference Shares "A" are still unredeemed, adversely alter the class rights of the Preference Shares "A" referred to in this paragraph two of Sub-Article One of Article Four (4.1.2) without the consent of the Grantor, it shall be liable to pay to the Grantor the sum of five hundred thousand Maltese liri (Lm500,000) by way of penalty in addition to any damages suffered by the Grantor;

4.1.3 A third component of nine million Maltese liri (Lm9,000,000) which shall be paid, settled and satisfied in full by the Emphyteuta carrying out at its own risk all the infrastructural works in terms of Article Eight (8) and the works specified in Sub-Article One of Article Ten (10.1);

4.1.4 A fourth component of five million Maltese liri (Lm5,000,000) which shall be paid, settled and satisfied in full by the Emphyteuta carrying out at its own risk and expense all the restoration works in terms of Article Nine (9) other than the restoration works referred to in Sub-Article Four of Article Thirteen (13.4).

4.2 The above-mentioned total premium is attributable to the separate Phase Areas (as defined in Schedule Twenty One (21)) of the Property as stated in Schedule Nine (9).

4.3 As security for the payment of the outstanding balance of premium, the Grantor hereby reserves unto itself the special privilege competent to it by law over the Property for a

value of thirty nine million three hundred and seventy thousand Maltese liri (Lm39,370,000). The Grantor hereby undertakes and binds itself that in the event and from the moment that (i) it receives notice in writing accompanied by documentary evidence (which expression shall include a sanction letter customarily used in the banking industry) from the Emphyteuta that financing from one or more Banks and/or Financial Institutions (as defined in Sub-Article Six of Article Twenty One (21.6)) has been obtained and is in place in respect of one or more Phase Areas (as defined in Schedule Twenty One (21)) or (ii) development in respect of one or more Phase Areas has commenced (for this purpose, excavations and site preparations shall not be deemed to constitute commencement of development), it shall only execute and exercise its rights under the privilege in respect of that or those Phase Area or Areas thereinafter in this Sub-Article and in Clause One (1) of Schedule Ten (10) referred to as the "Relevant Phase Area or Areas") up to the respective amount or amounts indicated in Schedule Ten (10). The Grantor hereby undertakes and binds itself to do any thing, execute any document and to give any consent or undertaking in respect of its obligation hereabove which is reasonably required of it by the Emphyteuta including, without prejudice to the generality hereof, to appear on and sign any public deed for the purpose of postponing (in terms of ranking), in respect of the Relevant Phase Area or Areas, such amount of the privilege of the Grantor which exceeds the respective amount or amounts indicated in Schedule Ten (10) after the privilege or hypothec registered or to be registered by any Bank or Banks and/or Financial Institution or Institutions as aforesaid in respect of the financing of the said Relevant Phase Area or Areas. The Grantor hereby further undertakes and binds itself to reduce the value of the privilege and to release the Property or any parts thereof from the effect of the said privilege as specified in Schedule Ten (10) upon payments of the premium by completion of works and/or payments in cash or otherwise and/or by the provision by the Emphyteuta to the Grantor of first class bank guarantees or first ranking hypothecs on property as detailed in

Schedule Ten (10). The Grantor shall appear on and sign a public deed to effect any such reduction and any such release or releases as aforesaid within thirty (30) days from the date that it is notified with a judicial letter filed for this purpose by the Emphyteuta.

Article Five - Peaceful and Vacant Possession

5.1 The Grantor hereby warrants the quiet and peaceful possession of the Property which is being granted with all its rights and appurtenances, free and unencumbered except for the rights relating to providers of the municipal services, inclusive in such rights the right of the relative body which provides the service to effect maintenance to such services, provided that the Emphyteuta may alter the routes over which such services are to be laid at the expense of the Emphyteuta in conformity with any development plans relative to the Property which are in force from time to time. The Grantor warrants that the bodies providing the said municipal services do not have any servitudes encumbering the Property and declares that the said bodies have already given their consent for the re-direction of any infrastructure passing over the Property in such a way as not to hinder the development of the Property in terms of this Deed.

5.2 The Property is being granted with vacant possession except for the sites listed in Schedule Eleven (11) and marked in red on the plan Land Drawing letter 'L' letter 'D' one hundred and seventy four letter 'F' bar ninety nine (LD174F/99) attached to the said Schedule Eleven (11) in respect of which the Grantor undertakes and binds itself to grant vacant possession to the Emphyteuta by not later than the dates and/or times indicated in the said Schedule Eleven (11). In the event that the Grantor fails to grant full vacant possession as aforesaid, the Grantor undertakes and binds itself to pay to the Emphyteuta the penalties indicated in Schedule Twelve (12) and the Emphyteuta shall have the remedies set out in the said Schedule Twelve (12).

5.3 The obligations and liabilities of the Grantor in terms of Sub-Article Two of Article Five (5.2) shall not be excused by reason of irresistible force or fortuitous event or by reason of events or circumstances outside the control of the Grantor or which are due to extraneous causes not imputable to the Grantor, unless such cause is imputable to any act or omission of the Emphyteuta.

5.4 Until vacant possession is handed over by the Grantor to the Emphyteuta in respect of any part of the Property mentioned in Schedule Eleven (11), the Grantor shall retain the possession and administration over such part of the Property and shall be bound to exercise all rights competent to it as possessor and administrator of such part of the Property with a view to protect and preserve any existing, future or vested right of the Emphyteuta in or over such part of the Property.

5.5 The Emphyteuta undertakes and binds itself, at the written request of the Grantor, to become a party together with the Grantor and at the cost of the Grantor in any eviction proceedings which it may be necessary for the Grantor to take for the purposes of granting vacant possession of the Property in terms of this Article, failing which the obligations and liabilities of the Grantor under Sub-Article Two of Article Five (5.2) in respect of that part of the Property to which the said proceedings relate shall not apply.

Article Six - Yachting Centre Concession

6.1 It is agreed by the parties that, together with this emphyteutical concession, the Emphyteuta shall be granted for a period of ninety-nine (99) years from the date of this Deed, the exclusive right to develop and operate a yachting centre on the sea facing the South shore of Manoel Island in Ta' Xbiex Creek limits of Gzira in the areas bordered in red on the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy four letter 'C' bar ninety nine (LD174C/99) marked Schedule Fifteen (15) and indicated therein as site letter 'A' having an area of approximately sixty one thousand two hundred

and fifty square metres (61,250 m²) and is bounded on the North-East by the foreshore, and on the South-West and South-East by the sea, and as site letter 'B' having an area of approximately thirty four thousand one hundred square metres (34,100 m²) and is bounded on the North by the foreshore, and on the East and West by the sea (hereinafter referred to as "the Yachting Centre").

6.2 Pursuant to Sub-Article One of Article Six (6.1), the Maritime Authority by virtue of the Malta Maritime Authority Act (Chapter three hundred and fifty two (352) of the Laws of Malta) hereby grants, for a period of ninety nine (99) years from the date of this Deed, to the Emphyteuta the exclusive right to develop and operate the Yachting Centre under the terms and subject to the conditions set out in Schedule Thirteen (13).

6.3 The Yachting Centre grant made in terms of this Article shall bind or shall be made binding on any person or body who may succeed the Maritime Authority in its functions and powers. In the event that the Yachting Centre grant contemplated in Sub-Article Two of Article Six (6.2) and Schedule Thirteen (13) is terminated or is rendered without force or effect as a result of any change in legislation or any similar change, the Grantor undertakes and binds itself to grant or to procure the grant to the Emphyteuta of the same or similar functions, powers and rights granted by virtue of the said Sub-Article Two of Article Six (6.2) and Schedule Thirteen (13).

6.4 On the expiry of the grant of the Yachting Centre mentioned in Sub-Article Two of Article Six (6.2), if the Maritime Authority decides to grant the operation of the Yachting Centre to a third party, the Emphyteuta shall be given the right of first refusal and if the Maritime Authority decides not to grant the operation of the Yachting Centre to a third party it shall grant the said right of first refusal to persons who hold berthing rights at the said Yachting Centre in respect of berths held by such persons.

6.5 The Maritime Authority shall not unreasonably withhold its consent to the grant of mooring rights in respect of water sports facilities including, without prejudice to the generality of the foregoing, for rafts, swimming platforms and sea-craft in the areas bordered in blue and which are indicated (a) in respect of Manoel Island, as site number one (1) on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) having an area of approximately four thousand seven hundred and ninety three square metres (4,793 m^2) and bounded on the North and West by the sea and on the South by the foreshore; and as site number two (2) on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) having an area of approximately two thousand nine hundred and sixty nine square metres (2,969 m^2) and bounded on the North West by the foreshore, and on the South-West and East by the sea; and (b) in respect of Tigne' Point, as site number one (1) on the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy five letter 'B' bar ninety nine (LD175B/99) marked Schedule Sixteen (16) and having an area of approximately two thousand four hundred and three square metres (2,403 m^2) and bounded on the North-East by the foreshore and on the North-West and South-West by the sea; and as site number two (2) on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) having an area of approximately two thousand two hundred and five square metres (2,205 m^2) and bounded on the South-West by the foreshore and on the North-West and North-East by the sea.

Article Seven - Development Permit

7.1 The Emphyteuta in developing the Property shall comply with the outline development permit granted by the Planning Authority attached as Schedule Fourteen (14) or with such other permits as the Planning Authority (or any authority substituting the same according to law) may from time to time grant for the development of the said Property.

7.2 The Emphyteuta is prohibited from using any part of the Property or any improvement thereon for industrial purposes, so however that such prohibition shall not extend to light industry in connection with yachting services, industrial art, crafts and handicrafts. For the avoidance of doubt, it is hereby declared that the Emphyteuta is not exempted, by virtue of this provision, from obtaining any development or other permit with respect to the use of the land or constructions for any purpose.

7.3 The Emphyteuta shall with respect to the development of the Property comply with any law and any permit, licence, direction or order given under any law in force from time to time including, without limitation, any building or development permit or licence.

Article Eight - Development Phasing and Obligations

8.1 The Property shall be developed by the Emphyteuta in a number of phases as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) and on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) subject to the following:

8.1.1 Without prejudice to the time-limits set out in Schedule Twenty (20) to this Deed, development shall commence by not later than one (1) year from the date of issue of the Full Development Permit (not being one subject to appeal or reconsideration) and any other necessary permits and authorisations in respect of the first phase to be developed as provided hereunder. For the purposes of this paragraph, excavations and site preparations shall be deemed to constitute commencement of development. The Emphyteuta shall apply for the Full Development Permit and all necessary permits and authorisations referred to in this paragraph by not later than twelve (12) months from the date of signing of this Deed.

8.1.2 Without prejudice to the time-limits set out in Schedule Twenty to this Deed, the Emphyteuta shall substantially complete, by not later than four (4) years from the date of issue of the relative Full Development Permit for the entire phase/s (not being one subject to appeal or reconsideration) and any other necessary permits and authorisations, any one (at the Emphyteuta's option) of the following two (2) phases:

8.1.2.1 The Tigne South and Tigne Sports Phases on Tigne Point which include the Qui-Si-Sana to Tigne Front trunk road;

8.1.2.2 The Marina South Phase on Manoel Island which includes the new Manoel Island bridge, the dredging works between Manoel Island and Gzira and the Manoel Island breakwater,

The Emphyteuta shall apply for the relative Full Development Permit and all necessary permits and authorisations referred to in this paragraph by not later than twelve (12) months from the date of signing of this Deed.

8.1.3 Without prejudice to paragraphs two and four of this Sub-Article One of Article Eight (8.1.2 and 8.1.4), once the development of a phase is commenced, the development of that phase, including any Public Infrastructure (as defined below) and any Public Areas (as defined below) comprised in that phase must be substantially completed within the time periods specified for each phase in Schedule Seventeen (17). Excavations and site preparations shall not be deemed to constitute commencement of development for the purposes of this paragraph.

Construction up to planned surface street level shall also not be deemed to constitute commencement of development for the purposes of this paragraph unless any property in the Phase Area where such construction is commenced is in any way disposed of in favour of third parties, in which case commencement of development of that phase shall be deemed to have commenced at the moment of publication of the deed of Transfer. A

Transfer as is referred to in Clauses Two (2) and Three (3) of Schedule Twenty-One (21) shall not be deemed to be a Transfer for the purposes of this proviso.

Without prejudice to the provisions of Article Twenty One (21), if the Emphyteuta fails to comply with its obligation to substantially complete the development of a phase as specified in this paragraph, it shall be bound to pay the Grantor a penalty of (a) one hundred and fifty Maltese liri (Lm150) per diem in respect of each phase in respect of which there is a delay for the first (1st) six (6) months of delay and (b) the sum of five hundred Maltese liri (Lm500) per diem in respect of each phase as aforesaid for any subsequent period of delay. Provided that if the delay persists for more than three (3) years the Grantor shall have the right to rescind the emphyteutical concession in respect of each relative Phase Area in respect of which there is such delay and the provisions of Article Twenty One (21) shall 'mutatis mutandis' apply.

8.1.4 The entire development shall be substantially completed by the thirty-first (31st) day of March of the year two thousand and twenty three (2023).

Without prejudice to the provisions of Article Twenty One (21), if the Emphyteuta fails to comply with its obligation to substantially complete the entire development as specified in this paragraph, it shall be bound to pay the Grantor a penalty of (a) one hundred and fifty Maltese liri (Lm150) per diem for the first (1st) six (6) months of delay and (b) the sum of five hundred Maltese liri (Lm500) per diem for any subsequent period of delay. Provided that if the delay persists for more than three (3) years the Grantor shall have the right to rescind the emphyteutical concession in respect of the whole of the Property and the provisions of Article Twenty One (21) shall 'mutatis mutandis' apply.

8.1.5 Save for the above, the timing of the development and the sequence of the phasing, including the phase which has not been opted for

in terms of paragraph two of Sub-Article One of Article Eight (8.1.2), shall be at the discretion of the Emphyteuta.

8.1.6 For the purposes of this Article Eight (8), "substantial completion" means:

8.1.6.1 as regards Public Infrastructure and Public Areas (as defined below), when eighty five per cent (85%) of the works involved in the development of such infrastructure or areas are completed;

8.1.6.2 as regards Buildings and Units (as defined in Schedule Twenty-One (21)), when eighty five per cent (85%) thereof are completed in shell form together with the external finishes and apertures.

8.1.7 Following substantial completion of the Public Infrastructure and Public Areas (as defined below), the Emphyteuta shall be bound to carry out any works for actual completion of the said Public Infrastructure and Public Areas (as defined below) within eighteen (18) months commencing from the date on which substantial completion was agreed to take place failing which the Grantor shall be entitled to carry out the said works at the Emphyteuta's expense.

8.2 The Emphyteuta is responsible for the construction and installation of the public infrastructure on the Property including the drainage, water, electricity and telecommunications distribution systems (hereinafter referred to as "the Public Infrastructure") and for the construction on the Property of the areas destined for public use including roads, squares, and parks which areas shall be substantially those areas described in Sub-Clause One of Clause One (1.1) and in Sub-Clause One of Clause Two (2.1) of Schedule Eighteen (18) and those areas overlying the subterranean areas which are described in Sub-Article Five of Article Twelve (12.5)) and in Sub-Clauses Two and Three of Clause One (1.2 and 1.3) and Sub-Clauses Two and Three of Clause Two (2.2 and 2.3) of Schedule Eighteen (18) which

areas are washed in orange, blue and green on the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy four letter 'B' bar ninety nine (LD174B/99) marked Schedule Eighteen letter 'A' (18A) and on the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy five letter 'C' bar ninety nine (LD175C/99) marked Schedule Eighteen letter 'B' (18B) (hereinafter referred to as "the Public Areas"). The exact measurement and location of the Public Areas are to be ultimately determined after taking into account changes (if any) to the outline development permit attached as Schedule Fourteen (14).

8.3 Subject to Article Sixteen (16) and any permits that may be required by law, the Grantor hereby authorises and gives the necessary consents to the Emphyteuta to demolish any constructions, works and structures on the Property except (i) those listed in Sub-Article Three of Article Two (2.3) and (ii) the Admiralty Canteen, the Cyclorama, and the Boatbuilders Workshop, all without number, at Manoel Island, and all shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15), and to carry out such excavations on the Property as may be necessary in connection with the improvements and works which are to be or may be carried out by the Emphyteuta.

Article Nine - Restoration Phasing and Obligations

9.1 The Emphyteuta undertakes to carry out the restoration works specified in and in accordance with the Heritage Studies Report approved with the outline development permit attached as Schedule Fourteen (14).

9.2 The restoration works with respect to Fort Manoel mentioned in the said Heritage Studies Report shall commence and be substantially completed as specified hereunder:

9.2.1 the cleaning of the ditch and restoration of the parade ground and of the structures within the Fort shall commence by not later than one (1) year from the date of issue of the relative Full Development Permit (not being one subject to appeal or reconsideration) and any other necessary permits and authorisations and shall be substantially completed by not later than five (5) years from the said date;

9.2.2 all remaining works, including the restoration of the bastion walls and parapets, shall commence by not later than six (6) years from the date of issue of the relative Full Development Permit (not being one subject to appeal or reconsideration) and any other necessary permits and authorisations and shall be substantially completed by not later than ten (10) years from the said date.

The Emphyteuta shall apply for the relative Full Development Permit and all necessary permits and authorisations referred to in paragraphs one and two of this Sub-Article Two of Article Nine (9.2.1 and 9.2.2) by not later than one (1) years from the date of signing of this Deed.

9.3 The restoration works with respect to each site listed in Sub-Article Three of Article Two (2.3), other than Fort Manoel, shall be substantially completed together with the phase in which the site is comprised as shown in Schedule Fifteen (15) and Schedule Sixteen (16).

9.4 Any works necessary to prevent further deterioration of the sites listed in Sub-Article Three of Article Two (2.3) shall commence within six (6) months, and shall be carried out by not later than two (2) years, from the date of signing of this Deed.

9.5 In the event that the Emphyteuta fails to carry out the works as specified and within the time periods specified in Sub-Article Three of Article Nine (9.3) and Sub-Article Four of Article Nine (9.4), the Emphyteuta shall be liable to pay to the Grantor the sum of one hundred Maltese liri (Lm100) per day for mere delay and if such delay

lasts for more than six (6) months the Grantor shall be entitled to carry out such works at the Emphyteuta's expense.

9.6 Following substantial completion of the restoration works, the Emphyteuta shall be bound to carry out any works for actual completion within one (1) year commencing from the date on which substantial completion was agreed to take place failing which the Grantor shall be entitled to carry out the said works at the Emphyteuta's expense.

9.7 For the purposes of this Article Nine (9), "substantial completion" means completion of eighty five per cent (85%) of the relevant restoration works.

Article Ten - Other Works and Relocation Obligations

10.1 The Company undertakes and binds itself in favour of the Grantor which hereby authorises the Company to carry out the reclamation works in the area edged in brown on the attached plan Land Drawing LD174A/99 marked Schedule Two (2) having an area of approximately nine thousand three hundred square metres (9,300 m^2) bounded on the North, North-West and West by the sea as specified in Schedule Nineteen (19).

10.2 The Company undertakes to complete and transfer to the Grantor the premises and facilities detailed in and within the time and under the terms and conditions specified in Schedule Twenty (20). Following completion, the Company shall appear on and sign a public deed to effect such transfer within one (1) month from the date that it is notified with a judicial letter filed for this purpose by the Grantor.

10.3 The premises and facilities to be transferred to the Grantor as aforesaid shall be so transferred with vacant possession, free from encumbrances except that such premises and facilities shall remain subject to such rights of servitude or otherwise in favour of any part of the Property which may exist or which may become necessary as a result of the position of that part of the

Property and subject to the obligation to maintain and not to change the external appearance and decoration of the said premises and facilities and the obligation not to affix any signs on the external facades or on the roofs of the premises and facilities and the obligation not to hang anything from the windows or balconies of the premises and facilities and subject to the restriction that the premises and facilities shall not be used for retail and catering purposes. The said transfer shall not affect the obligation of the Emphyteuta to pay the total amount of groundrent under this Deed.

10.4 The Company shall set off the amounts specified in Schedule Twenty (20) due to it by the Grantor in respect of the items listed in Clauses One (1) to Three (3) of the said Schedule Twenty (20) against equivalent amounts due by the Company to the Grantor by way of premium under paragraph one of Sub-Article One of Article Four (4.1.1) and/or paragraph two of Sub-Article One of Article Four (4.1.2) of this Deed.

Article Eleven - Transfers

11.1 Any Transfer (as defined in Schedule Twenty One (21)) of the Property or any part thereof or any improvement thereon other than as provided in Clauses One (1) to Four (4) (inclusive) of the said Schedule Twenty One (21) requires the consent of the Grantor.

11.2 The Transferee (as defined in Schedule Twenty One (21)) shall be bound to deliver to the Grantor a legal copy of the relative deed, within thirty (30) days commencing from the date of the deed of Transfer under a penalty of one hundred Maltese liri (Lm100) for mere delay.

11.3 The Company shall furnish the Grantor annually, by not later than the end of May of each year, with a list of all Transfers (as defined in Schedule Twenty One (21)) of the 'utile dominium'

or 'sub-utile dominium' of any part of the Property made by the Company, and the current groundrent payable by each Transferee with respect to Transfers (as defined in Schedule Twenty One (21)) made by the Company, during the preceding calendar year. A penalty of two thousand Maltese liri (Lm2,000) shall be due for mere delay.

11.4 The Grantor shall be entitled to a payment of a 'laudemium' on every Transfer made in terms of this Article, except a Transfer made to a Subsidiary or a Simple Majority Subsidiary (as defined in Schedule Twenty One (21)). The laudemium shall be equivalent to one (1) year's groundrent (without any abatement) which is payable at the time of conversion in respect of the Property or part thereof or improvements thereon Transferred, as the case may be.

11.5 Until such time as the obligation entered into by the Emphyteuta under paragraph two of Sub-Article One of Article Eight (8.1.2) is satisfied, transfers of shares in the Company to third parties without the written consent of the Grantor are prohibited. For the avoidance of doubt, it is understood and agreed that transfers of shares amongst the existing shareholders and/or consequent to a pledge of shares to a Bank or Financial Institution (as defined in Sub-Article Six of Article Twenty One (21.6)) are not caught within this prohibition.

Article Twelve - Public Infrastructure and Public Areas

12.1 On completion of each phase as provided in Article Eight (8) and Schedules Fifteen (15) and Sixteen (16) the responsibility and control of the Public Infrastructure and the Public Areas comprised in that phase shall "ipso facto" pass to the Grantor or to any authority, corporation, company or person designated by the Grantor and thereupon the Grantor or any such authority, corporation, company or person shall be responsible for the maintenance, upkeep, repair, replacement, and cleanliness thereof in accordance with normal standards.

12.2 The Public Infrastructure and Public Areas shall remain subject to such rights of servitude or otherwise which may exist or which may become necessary in favour of any part of the Property as a result of the position of that part of the Property. The Public Infrastructure and Public Areas shall, furthermore, be subject to the servitude 'non erigendi' in favour of the remaining parts of the Property on Manoel Island in respect of the Public Infrastructure and Public Areas on Manoel Island and in favour of the remaining parts of the Property on Tigne Point in respect of the Public Infrastructure and Public Areas on Tigne Point and, consequently, no construction or structure shall be erected on such Public Infrastructure and Public Areas of the Property.

12.3 The Company and its successors in title shall be entitled to request from the Grantor permits to place, in the Public Areas abutting on or adjacent to any catering or leisure establishment on the Property, such number of mobile kiosks, tables and chairs and ancillary items as is normally allowed in similar circumstances. Such rights shall be granted on encroachment terms on conditions which are substantially in the form specified in Schedule Twenty-Two (22). The Grantor shall not unreasonably refuse to grant such permits. It is further agreed between the parties that no similar rights shall be granted by the Government to other persons in respect of the Public Areas.

12.4 Following the passing of the responsibility and control of the Public Infrastructure and the Public Areas with respect to any particular Phase Area as contemplated in Sub-Article One of Article Twelve (12.1), the Emphyteuta shall, at the request of the Grantor, be bound to appear on and sign a public deed for the purposes of vesting title in the said Public Areas and Public Infrastructure in favour of the Grantor or any authority, corporation, company or person (as the case may be) but subject to such rights of servitude or otherwise mentioned in this Article Twelve (12). No consideration shall be payable and no premium paid shall be refunded by the Grantor to the Emphyteuta nor shall any groundrent be deducted

or reduced as a consequence of such transfer of the Public Areas and Public Infrastructure.

12.5 Any subterranean area which underlies the Public Areas and which is destined for use by the Emphyteuta shall not pass with the Public Areas as contemplated in Sub-Article One of Article Twelve (12.1) and Sub-Article Four of Article Twelve (12.4) and shall remain part of the Property held by the Emphyteuta.

Without prejudice to the generality of the above, the areas described in Sub-Clauses Two and Three of Clause One (1.2 and 1.3) and Sub-Clauses Two and Three of Clause Two (2.2 and 2.3) of Schedule Eighteen (18) and which are washed in blue and green on the attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) and on the attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) are to revert to the Grantor only from the finished level of the roof of any development or of any existing tunnel or other structure below such areas upwards and the areas below such level shall remain part of the Property held by the Emphyteuta. The exact measurement and location of the aforementioned areas are to be ultimately determined after taking into account changes (if any) to the outline development permit attached as Schedule Fourteen (14).

12.6 For the purposes of this Article Twelve (12), "Public Areas" and "Public Infrastructure" shall have the same meaning assigned to the terms under Sub-Article Two of Article Eight (8.2).

Article Thirteen - Permits, Licences and Authorisations

13.1 The Grantor undertakes to use its good offices to ensure the expeditious processing of applications for permits, licences or other authorisations referred to in Schedule Twenty Three (23).

13.2 Where the grant of a licence, permit or authorisation referred to in the said Schedule

Twenty Three (23) is indispensable for the carrying out of any obligation by the Emphyteuta under this Deed, the time limits for the performance of the relative obligation by the Emphyteuta shall be extended by such period or periods starting three (3) months from the date of the relative application for the grant of the licence, permit, or authorisation, until the date of the grant of such licence, permit, or authorisation, and if such licence, permit or authorisation is granted subject to the happening of an event or the performance of a condition by any person (other than the Emphyteuta or any person under the control of the Emphyteuta), until the date of the happening of such event or the fulfilment of such condition.

13.3 For the avoidance of doubt, it is hereby declared and acknowledged that the undertakings of the Grantor in terms of this Article and the extensions granted to the Emphyteuta are subject to the Emphyteuta:-

13.3.1 having made and duly filed all applications for the aforesaid permits, licences or authorisations which it is obliged to file, which applications must be accompanied with all information, documents and details as are normally required by the appropriate authority; and

13.3.2 having satisfied and/or complied with all requisites for the grant of such permits, licences or authorisations or any conditions which are imposed on it, such requisites and/or conditions being such as are within its reasonable power and control to satisfy and/or comply with.

13.4 It is being agreed that, together with this emphyteutical concession, the Emphyteuta shall be granted a concession to open and operate a casino on the site washed in violet on the attached plan Land Drawing LD174A/99 marked Schedule Two (2) having an area of approximately two thousand one hundred and twenty-six square metres (2,126 m2) and consequently a letter issued by the Minister responsible for finance warranting the grant of a concession to the Emphyteuta to open and operate a casino on the site in terms of the Gaming Act 1998 under the

terms and conditions stipulated in the said letter is being attached hereto as Schedule Twenty Four (24). The said concession to open and operate a casino will be made in consideration of a one-time concession fee of (a) five hundred thousand Maltese liri (Lm500,000) which shall be paid, settled and satisfied in full by the Emphyteuta carrying out at its own risk and expense the restoration works on the external fortifications of Fort Manoel in terms of Article Nine (9); and (b) a cash payment of one hundred Maltese liri (Lm100) to the general revenue of the Government payable at the moment of effective commencement of the concession.

13.5 It is understood and agreed that the terms, conditions and restrictions relative to purchases of the Property by non-residents of Malta shall not be more onerous than those contained in the Legal Notice hereunder mentioned. Pursuant to the Manoel Island/Tigne Point (Designated Special Area) Order two thousand (2000) (Legal Notice fifty (50) of the year two thousand (2000)) the area comprised in the Property has been designated as a Designated Special Area for the purposes of the Immovable Property (Designation of Special Areas) Regulations, one thousand nine hundred and ninety three (1993) (Legal Notice forty eight (48) of one thousand nine hundred and ninety three (1993)) issued in terms of the Immovable Property (Acquisition by Non-residents) Act (Chapter two hundred and forty six (246) of the Laws of Malta) and, furthermore, the project for the development of the Property is approved by the Government in view of its contribution to the economic development of Malta pursuant to proviso (a) of sub-section one (1) of section five (5) of the said Act.

Article Fourteen - Supply of Services and Utilities

14. The Grantor undertakes and binds itself to supply or procure the supply of services and utilities in a timely manner as indicated in Schedule Twenty Five (25) with reference to Manoel Island at and up till the point indicated with the letter 'X' on the attached plan Land Drawing

LD174A/99 marked Schedule Two (2) and with reference to Tigne' Point at and up till the point indicated with the letter 'A' (as regards electrical, water and drainage/sewage services and utilities) and the point indicated with the letter 'B' (as regards electrical, water and telecommunications services and utilities) on the attached plan Land Drawing LD175A/99 marked Schedule One (1).

Article Fifteen - Access during Development

15.1 The Grantor shall temporarily prohibit access by the public to areas of the Property as may be reasonably indicated by the Emphyteuta so as to enable the said Emphyteuta to carry out the development of the Property.

15.2 The Emphyteuta is bound not to unduly interrupt essential services and utilities to other parts of Manoel Island and Tigne Point which are not included in the Property and shall ensure access to such parts.

15.3 The Grantor reserves the right for any person duly authorised by it to enter upon the Property or any part thereof at all reasonable times for the purpose of ascertaining that the provisions of this Deed are being duly complied with. The provisions of this Sub-Article Three of Article Fifteen (15.3) shall not be construed as limiting the right of entry or inspection granted to any authority or person by any law.

Article Sixteen - Antiquities

16.1 The Emphyteuta shall, without prejudice to its obligations under any law relating to antiquities, give immediate notice to the Director of Museums or any other person or authority substituting same of the discovery of any objects or monuments of local antiquarian or archaeological importance on the Property. Any such finds (in which expression are included all old remains such as caves, tombs, wells, stonewalls, pottery, coins, bones and other objects of a similar nature) shall become 'ipso facto' the property of the Grantor.

16.2 The provisions contained in Schedule Twenty-Six (26) shall apply where any discovery as aforesaid has been made.

Article Seventeen - 'Force Majeure'

17.1 Subject to the provisions of Sub-Article Three of Article Five (5.3), neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from any event or circumstance outside its control. Such delay and failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented. Without prejudice to the generality of the foregoing, the events and circumstances listed in Schedule Twenty-Seven (27) shall be regarded as events and circumstances to which this Article refers.

17.2 The relief granted under Sub-Article One of Article Seventeen (17.1) is without prejudice and in addition to any relief or other rights provided by law or under any other provision of this Deed.

Article Eighteen - Obligations and Charges Imposed by Law on Owners

18.1 The Emphyteuta shall be bound to comply with and to carry out any obligation or duty imposed by law on the owners of buildings or lands and this according to what is stated in section one thousand five hundred and seven (1507) of the Civil Code (Chapter sixteen (16) of the Laws of Malta).

18.2 All burdens, taxes, rates, impositions or other charges whatsoever imposed by law on the owners of land shall during the continuance of the emphyteutical concession be paid by the Emphyteuta.

Article Nineteen - Insurance

19.1 With respect to those sites of the Property listed in Sub-Article Three of Article Two (2.3), the Emphyteuta shall, at all times during the period of the temporary emphyteutical concession and as long as such sites are so held by the Emphyteuta, at its sole expense, insure or cause to be insured in accordance with normal practice, the buildings on those sites against loss or damage by fire, storm, tempest, lightning, flood, earthquake and aircraft or anything dropped therefrom, for the full value thereof.

19.2 The Emphyteuta shall insure or cause to be insured in accordance with normal practice, third party legal liability for death or personal injury or loss of or damage to property arising out of the execution of the works contemplated in this Deed.

19.3 The Emphyteuta shall furnish to the Grantor at its request, satisfactory evidence of all insurance cover obtained by it pursuant to this Article and the regular maintenance of such cover. The interest of the Grantor is to be duly noted in the policies.

Article Twenty - Expiry of Period of Duration

20. With respect to those parts of the Property which are held on temporary emphyteusis, on termination of the emphyteutical concession made under this Deed by the expiry of the period of its duration, such parts of the Property and any permanent improvements thereon shall devolve back to the Grantor in a good state of repair without any right of compensation to the Emphyteuta.

Article Twenty-One - Dissolution by the Grantor

21.1 Subject to the provisions of section one thousand five hundred and nineteen (1519) of the Civil Code (Chapter sixteen (16) of the Laws of Malta) and subject to the provisions of this Deed, the Grantor shall have the right to dissolve the emphyteutical concession made under this Deed for any of the following reasons:

21.1.1 if the Emphyteuta fails to make three (3) annual payments of groundrent or owes by way of groundrent a sum equal in amount to three (3) yearly payments;

21.1.2 if the Emphyteuta fails to comply with its obligations under paragraph one of Sub-Article One of Article Eight (8.1.1), paragraph two of Sub-Article One of Article Eight (8.1.2) and Sub-Article Two of Article Nine (9.2).

21.2 On the dissolution of the emphyteutical concession under Sub-Article One of Article Twenty One (21.1), the Property and all the improvements thereon shall revert to the Grantor and the Emphyteuta shall have no right to compensation; provided that in the event that within ten (10) years of such termination the Grantor disposes, alienates or transfers the Property or any part thereof under any title whatsoever (including by title of lease) to a third party, the Grantor is bound to pay to the Emphyteuta out of the proceeds of such disposal, alienation or transfer the cost of any Public Infrastructure and Public Areas (as defined in Sub-Article Two of Article Eight (8.2)) constructed on the Property in connection with the Tigne South and Sports Phase on Tigne Point and the Marina South Phase on Manoel Island, but, in any case, not more than fifty per cent (50%) of such proceeds or fifty per cent (50%) of the cost of such Public Infrastructure and Public Areas, whichever is the lesser amount, subject to the following conditions:-

21.2.1 the right granted in virtue of this Article is assigned to a Bank or Financial Institution (as defined below) for the purpose of financing such Public Infrastructure and Public Areas;

21.2.2 any amount payable shall not exceed the amount still due by the Emphyteuta or its guarantors (if any) to such Bank or Financial Institution (as defined below) after the said Bank or Financial Institution (as defined below) shall have exercised all its rights over the assets of the Emphyteuta, to recover the amount due to it.

21.3 The grant by the Maritime Authority to the Emphyteuta of the powers, functions and rights referred to in Article Six (6) shall be automatically terminated together with the dissolution of the emphyteutical concession.

21.4 The Grantor shall not proceed to dissolve the emphyteutical concession before serving notice by judicial letter on the Emphyteuta granting it six (6) months within which to rectify the default and the Emphyteuta has not rectified such default within the said six (6) months.

21.5 A Bank or Financial Institution which enjoys a duly registered hypothec or duly registered privilege over the Property or any part thereof may notify the Grantor by judicial letter with its name and address and the details of such hypothec or privilege. If such notice has been given the Grantor shall not proceed to dissolve the emphyteutical concession in terms of this Article before the period of six (6) months from the date that such Bank or Financial Institution is served with a copy of the judicial letter sent to the Emphyteuta in terms of Sub-Article Four of Article Twenty One (21.4). At any time prior to dissolution, such Bank or Financial Institution may notify the Grantor by judicial letter that it is willing to take over the outstanding obligations of the Emphyteuta with respect to the Property or any part thereof. In such an event the Bank or Financial Institution and the Grantor shall, within three (3) months from the date of service of the judicial letter sent by the Bank or Financial Institution to the Grantor, agree on a reasonable period of time for the carrying out of such outstanding obligations, which in any case shall be an extension not longer than the period of time originally granted to the Emphyteuta for the performance of its obligations under this Deed failing which the period will be fixed by arbitration which will be carried out in accordance with the provisions set out in Schedule Twenty Eight (28).

21.6 For purposes of this Deed, "a Bank" or "a Financial Institution" means any person duly permitted by any law from time to time in force to

carry on the business of banking or of a financial institution (as the case may be) in Malta or any bank or financial institution (as the case may be) which may be approved by the Grantor.

Article Twenty-Two - Dissolution by the Emphyteuta

22.1 The Emphyteuta shall have the right to dissolve the emphyteutical concession made under this Deed for any reason which by law or by the terms of this Deed gives the Emphyteuta such right, including the case where the services or utilities mentioned in Article Fourteen (14) are or any of them is not supplied within the time specified in accordance with the said Article.

22.2 The Emphyteuta shall not proceed to dissolve the emphyteutical concession before serving notice by judicial letter on the Grantor granting it six (6) months within which to rectify the default and the Grantor has not rectified such default within the said six (6) months.

Article Twenty-Three - Third Party Rights

23 The dissolution of the emphyteutical concession and the termination of the grant of the functions, powers and rights granted by the Maritime Authority to the Emphyteuta, whether at the instance of the Grantor or the Emphyteuta, shall be without prejudice to and shall not affect any real rights in respect of the Property, any part of it or any buildings, works or structures thereon, already then acquired by any third party who is acknowledged or is entitled to be acknowledged by the Grantor or any berthing rights which any third party may have acquired in the Yachting Centre. 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 become the property of the Grantor and shall be payable to the Grantor.

Article Twenty Four - Interest

24. Any sum due by virtue of any provisions of this Deed shall, if not paid within thirty (30) days of the date due, be due with interests at the rate of eight per cent (8%) per annum to run from the date due and until it is so paid.

Article Twenty Five – Certificate of Completion of Works

25. Wherever, in terms of this Deed, there is a reference to the completion, substantial completion, actual completion or finishing of any works, including infrastructural and restoration works or to the carrying out of any such works up to a certain stage or words or phrases similar thereto, any of the Parties may give notice in writing to the other Party of such completion or carrying out of works and the Parties shall forthwith instruct their respective architects to issue a joint certificate in connection therewith. In case of disagreement or if such certificate is not issued within fourteen (14) days from the date of service of the notice in writing above-mentioned then the matter shall be settled by arbitration which will be carried out in accordance with the provisions set out in Schedule Twenty-Eight (28).

All notarial expenses connected with this Deed and any other deed between the Grantor and the Company contemplated by this Deed shall be borne by the Company. Each party shall bear its own legal costs.

An exemption order issued by the Ministry of Finance exempting the Emphyteuta from the payment of the relative duty on documents is annexed hereto marked Document R.

Since the Documents and Schedules annexed to this Deed are more than five, a list of documents marked Document S is annexed hereto for registration.

This deed has been done and published after I the undersigned Notary have explained the contents of this deed to the parties here in Malta, Floriana, Project House in the Offices of the Works Department without number.

Signed: Marc Bonello
Albert Mizzi
Albert Mamo
Vincent Miceli
Notary Public in Malta at the Land Department

DOCUMENT S

List of Documents

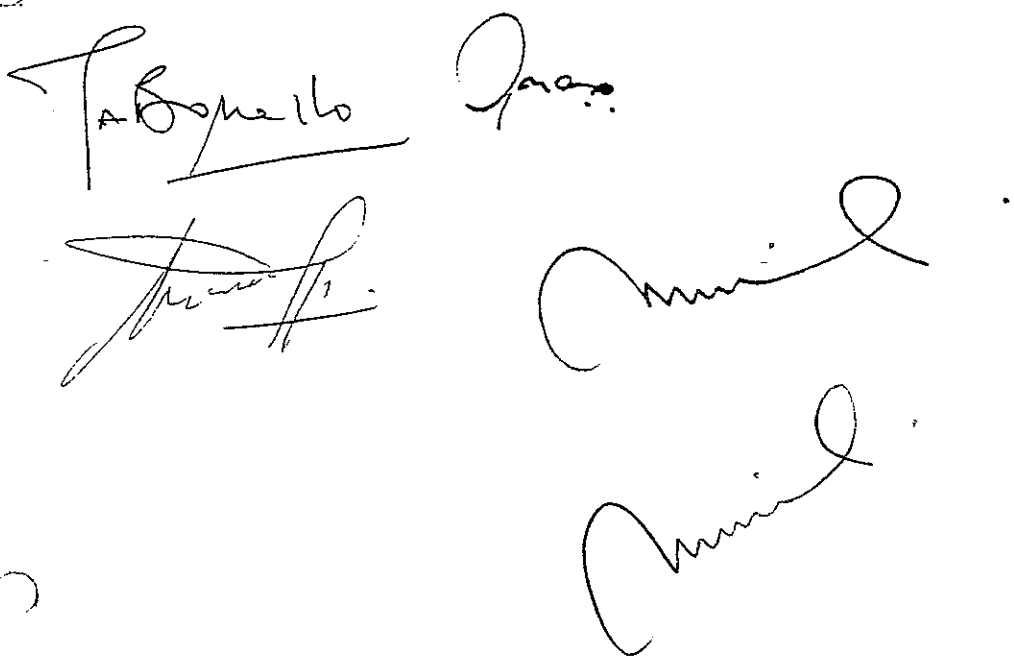
Document A	Authority for Commissioner of Land to appear on Deed
Document B	Special Authority by Cabinet to the Commissioner of Land
Document C	Malta Maritime Authority Resolution authorising signatory
Document D	MIDI p.l.c. Resolution authorising signatory
Document E	MIDI p.l.c. Goodstanding Certificate issued by the Malta Registry of Companies
Document F	Copy of Bank Guarantee provided by Alf. Mizzi & Sons Limited, shareholder of MIDI p.l.c.
Document G	Copy of Bank Guarantee provided by Gee Five Limited, shareholder of MIDI p.l.c.
Document H	Copy of Bank Guarantee provided by Hili Developments Limited, shareholder of MIDI p.l.c.
Document I	Copy of Bank Guarantee provided by Vassallo Builders Group Ltd, shareholder of MIDI p.l.c.
Document J	Copy of two (2) Bank Guarantees provided by Gatt Investments Limited, shareholder of MIDI p.l.c.
Document K	Copy of Bank Guarantee provided by Polidano Bros. Ltd., shareholder of MIDI p.l.c.
Document L	Copy of Bank Guarantee provided by Devilhena Limited, shareholder of MIDI p.l.c.
Document M	Copy of Bank Guarantee provided by Valletta Investment Bank Limited, shareholder of MIDI p.l.c.
Document N	Copy of Bank Guarantee provided by Middle Sea Valletta Life Assurance Co. Limited, shareholder of MIDI p.l.c.
Document O	Copy of Bank Guarantee provided by Pater Holding Company Limited, shareholder of MIDI p.l.c.
Document P	Copy of letter from Mid-Med Bank p.l.c. confirming availability of bank finance
Document Q	Copy of letter from Valletta Investment Bank Limited confirming availability of bank finance

Document R	Duty on Documents Exemption Order

List of Schedules

Schedule 1	Tigne Point Plan
Schedule 2	Manoel Island Plan
Schedule 3A	Tigne Point Survey Sheet
Schedule 3B	Manoel Island Survey Sheet
Schedule 4	Conditions of Grant of Reclaimed Land
Schedule 5	Lazzaretto Plans
Schedule 6	Abatement of Groundrent
Schedule 7	Payment of Premium
Schedule 8	Terms and Conditions of Preference Shares "A"
Schedule 9	Attribution of Premium
Schedule 10	Special Privilege and Release Thereof
Schedule 11	Vacant Possession
Schedule 12	Consequences of Failure to Grant Vacant Possession
Schedule 13	Yachting Centre
Schedule 14	Outline Development Permit
Schedule 15	Development Phasing - Manoel Island
Schedule 16	Development Phasing - Tigne Point
Schedule 17	Completion of Phases
Schedule 18	Public Areas
Schedule 18A	Public Areas - Manoel Island
Schedule 18B	Public Areas - Tigne Point
Schedule 19	Specification of Reclamation Works for Manoel Island Yacht Repair Yard

Schedule 20	Relocation Obligations
Schedule 21	Transfers
Schedule 22	Right to Place Items in Public Areas
Schedule 23	Permits, Licences and Authorisations
Schedule 24	Casino Concession
Schedule 25	Supply of Services and Utilities
Schedule 26	Antiquities
Schedule 27	Force Majeure
Schedule 28	Arbitration



Document A

MINISTERU TAL-FINANZI — MINISTRY OF FINANCE

MALTA

MF 70/87
L 270/93

8th June 2000

Acting Commissioner of Land
Land Department

MANOEL ISLAND AND TIGNE' DEED

Reference is made to your letter dated 6th June 2000.

Finance approval is hereby granted for you to appear on behalf of Government on an emphyteutical deed in connection with the Manoel Island and Tigne' Project in favour of MIDI p.l.c. in terms of the Parliamentary Resolution approved on the 25th January 2000.

E. Muscat
Director General (Operations)

VALLETTA - MALTA
TELEPHONE: 249640/5 232646 FAX: 224377

Document B

L-UFFIĊĊJU TAL-PRIM MINISTRU

MALTA

OFFICE OF THE PRIME MINISTER

Segretarjat tal-Kabinett

Cabinet Secretariat

OPM 4083/97 II

12 June 2000

A/Commissioner of Land

I write to confirm that you are authorized to appear and sign on behalf of Government the emphyteutical deed transferring immovable and other rights in Manoel Island and Tigne' to MIDI p.l.c. in terms of the Parliamentary Resolution approved on 25 January 2000, both with regard to the transfer of the immovable property and other rights in question as well as in respect of all Government obligations under the deed.

A Fiorini Lowell
Secretary to the Cabinet

Document C

RESOLUTION OF THE MEMBERS OF THE BOARD OF THE MALTA MARITIME AUTHORITY TAKEN TODAY THE 1ST OF JUNE, 2000

The Members of the Board of the Malta Maritime Authority, hereby authorise Dr Marc Bonello, Chairman of the said Authority, to sign the Deed for the Manoel Island and Tigne' Point Project as approved by Parliament.

Dr M Bonello

Mr G Grech

Mr E Gatt

Dr V Moran

Mr D Stellini

Mr C Borg

Mr A Cremona

Mr C V Schembri

Mr L Vassallo

Document 'D'

MIDI PLC
COMPANY REGISTRATION NUMBER C15836

Resolution in writing signed by all the Directors of MIDI PLC (the "Company) for the time being entitled to receive notice of a meeting of the Directors pursuant to Article 100 of the Articles of Association of the Company.

RESOLVED that the Company enter into and sign and execute the deed of temporary emphyteusis (including any appendices or schedules thereto) between the company and the Government of Malta providing for the grant of land at Manoel Island limits of Gzira and Tigne' Point in Sliema by the said Government to the Company under title of temporary emphyteusis in respect of the Manoel Island/Tigne' Point Project (hereinafter referred to as the "Emphyteutical Deed"), in the form approved by resolution of the Maltese Parliament dated **25 January 2000.**

FURTHER RESOLVED that Mr. Albert Mizzi of 27, G. Borg Olivier Street, Saint Julians STJ 08, holder of Identity Card number 718127(M), Chairman of the Board of Directors of the Company (hereinafter referred to as the "Chairman"), be and is hereby authorised to sign and execute, in the name and on behalf of the Company, the Emphyteutical Deed (including any appendices or schedules thereto) in the form approved by the above-mentioned resolution of the Maltese Parliament dated 25 January 2000.

FURTHER RESOLVED that the directors of the Company be, and each of them hereby is, authorised and empowered in the name and on behalf of the Company to execute and deliver a certified copy of these resolutions, such certified copy to be conclusive evidence of the authenticity of the resolutions.

FURTHER RESOLVED that the Chairman may act on a certified copy of these resolutions and the power of attorney herein granted for the purposes above mentioned without the necessity of a separate power of attorney, and the Company hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Chairman shall do or purport to do by virtue of these presents.

EXECUTED THIS 15 DAY OF March, 2000.

MR. ALBERT MIZZI

MR. MAURICE MIZZI

MR. JOSEPH A. GASAN

MR. MICHAEL SOLER

MR. JOSEPH HILI

MR. MARIN HILI

MR. NAZZARENO VASSALLO

MR. JOHN MARY GATT

MR. MARIO C. GRECH

PROF. JOHN MAMO

MR. TONIO DEPASQUALE
for an on behalf of
VALLETTA INVESTMENT BANK LIMITED

DOCUMENT 'E'

Registry of Companies

Malta Financial Services Centre
Notabile Road,
Attard.

Our Ref: C 15836

15th June 2000

TO WHOM IT MAY CONCERN

This is to certify that Midi p.l.c. of Flat 25, Il-Pjazzetta, Tower Road, Sliema, Malta was registered under the Laws of Malta on the 31st January 1994 and is still so registered.

According to our records the present shareholders of the company are:

Name	*Number of Shares*
Alf. Mizzi & Sons Ltd	1,200,000 Ordinary Shares of Lm1 each, 27% paid up
Gee Five Limited	1,200,000 Ordinary Shares of Lm1 each, 27% paid up
Hili Developments Ltd	1,200,000 Ordinary Shares of Lm1 each, 27% paid up
Vassallo Builders Group Ltd	480,000 Ordinary Shares of Lm1 each, 32.75% paid up
Gatt Investments Limited	480,000 Ordinary Shares of Lm1 each, 32.75% paid up
Polidano Bros. Ltd	480,000 Ordinary Shares of Lm1 each, 32.75% paid up
Devilhena Limited	480,000 Ordinary Shares of Lm1 each, 27.08% paid up
Valletta Investment Bank Limited	800,000 Ordinary Shares of Lm1 each, 27% paid up
Middle Sea Valletta Life Assurance Co. Ltd	800,000 Ordinary Shares of Lm1 each, 27% paid up
Pater Holding Company Limited	800,000 Ordinary Shares of Lm1 each, 27% paid up
Pininfarina Extra s.r.l.	80,000 Ordinary Shares of Lm1 each, 70.53% paid up

The present directors of the company are:

Albert Mizzi
Maurice F. Mizzi
Prof. John Mamo
Mario C Grech
Valletta Investment Bank Ltd
Joseph A Gasan
Michael Soler
Joseph Hili
Marin Hili
Nazzareno Vassallo
John Mary Gatt

The present secretary of the company is:

Roberta Tabone

Fees are not outstanding in respect of Annual Returns/Fines.

JOSEPH FARRUGIA
F/Registrar of Companies

Telephone: (356) 441155 Facsimile: (356) 441195

1/2 8

"DOCUMENT F"

Certified true copy of its original held by MIDI plc

Mr Albert Mizzi
Chairman of MIDI plc

JOSEPH SALIBA LL.D.

LOMBARD BANK

Lombard Bank Malta p.l.c. Valletta Branch: 67 Republic Street Valletta Malta
PO Box 384 Valletta CMR 01 Malta Tel: (356) 248411/8 Fax: (356) 246600
Tlx: 1379MW Lombar SWIFT Code: LBMAMTMT e-mail: lombard@maltanet.net

25th February 2000

The Chairman
MIDI p.l.c
Block B, no 25
Il-Piazzetta
Tower Road
Sliema.

Dear Sir

RE: OUR SPECIAL GUARANTEE NO 2000/7 FOR LM 1,476,000
On behalf of: Alf Mizzi & Sons Ltd

Whereas pursuant to an agreement dated 7th October 1999 ("the Agreement") entered into between MIDI p.l.c. ("the Company") and Alf Mizzi & Sons Ltd ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we Lombard Bank Malta p.l.c. hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30th June 2000 - Lm 232,000 (Two hundred and thirty two thousand Maltese Liri only).

30th June 2001 - Lm 212,000 (Two hundred and twelve thousand Maltese Liri only).

30th June 2002 - Lm 212,000 (Two hundred and twelve thousand Maltese Liri only).

30th June 2003 - Lm 212,000 (Two hundred and twelve thousand Maltese Liri only).

30th June 2004 - Lm 303,000 (Three hundred and three thousand Maltese Liri only).

Associate Group

Licensed as a credit institution by the Central Bank of Malta and for investment services business by the Malta Financial Services Centre
Registered Office: Lombard House 67 Republic Street Valletta Malta Company Registration Number: C 1607

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LOMBARD BANK

30th June 2005 - Lm 167,000 (One hundred and sixty seven thousand Maltese Liri only).

30th June 2006 - Lm 138,000 (One hundred and thirty eight thousand Maltese Liri only).

The abovementioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years.

This guarantee becomes payable on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, any payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representative of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, act of performance or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30th September 2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

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LOMBARD BANK

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This Guarantee is personal and is not assignable without our prior written consent.

Yours faithfully,

A Bezzina
Manager 1015
Advances Department, Valletta

(1015)
Countersigned

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"DOCUMENT G"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH SALIBA LL.D.

HSBC

The Chairman
MIDI plc
Flat 25 Il-Pjazzetta
Tower Road
Sliema SLM 16

4 February, 2000

Dear Sir,

OUR GUARANTEE NO: 43-2/2000
ACCOUNT: GEE FIVE LTD. OF 363, RUE D'ARGENS, GZIRA

Whereas pursuant to an agreement dated 7 October 1999 ("the Agreement") entered into between MIDI plc ("the Company") Gee Five Ltd ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we (the Bank) hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30 June 2000	Lm232,000	(Two Hundred Thirty Two Thousand Maltese Liri)
30 June 2001	Lm212,000	(Two Hundred Twelve Thousand Maltese Liri)
30 June 2002	Lm212,000	(Two Hundred Twelve Thousand Maltese Liri)
30 June 2003	Lm212,000	(Two Hundred Twelve Thousand Maltese Liri)
30 June 2004	Lm303,000	(Three Hundred Three Thousand Maltese Liri)
30 June 2005	Lm167,000	(One Hundred Sixty Seven Thousand Maltese Liri)
30 June 2006	Lm138,000	(One Hundred Thirty Eight Thousand Maltese Liri)

(The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years).

Continued

HSBC Bank Malta p.l.c.
Corporate Branch, Hexagon House, Spencer Gardens, Blata l-Bajda HMR 12
Tel: (+356) 226030, 226051 Fax: (+356) 226027

Registered in Malta number C3177. Registered Office: 233 Republic Street, Valletta VLT 05
Regulated by the Central Bank of Malta, The Malta Financial Services Centre and the Malta Stock Exchange.
Licensed to conduct Investment Services business by the Malta Financial Services Centre.

S.2

This guarantee becomes payable into your account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30 September 2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This Guarantee is personal and is not assignable without our prior written consent.

Yours faithfully

K.D. Lanzon
Corporate Banking Manager

R. Cutajar
Countersigned

"DOCUMENT H"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI p.l.c.

JOSEPH SALIBA LL.D.

Bank of Valletta

Bank of Valletta p.l.c.

International Business Centre
3/4, St. John Square, Valletta VLT 10 - Malta
Telephone: 237770; 233133; 222288; 221830 *Fax:* 232411

8 June 2000

The Chairman
MIDI plc
Block B 25
Il Piazzetta
Tower Road
Sliema SLM16

OUR LETTER OF GUARANTEE NO 03GTEE02/2000
Accountee: Grid Shipping NV
On behalf of Hili Developments Ltd
113 St Francis Steet Floriana

Whereas pursuant to an agreement dated 07.10.1999 ("the agreement") entered into between MIDI plc ("the Company") and Hili Developments Limited ("the shareholder") and the other shareholders of the company the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now therefore at the request of the Shareholder, we Bank of Valletta plc St John Sqr Branch, hereby guarantee to pay you, on your first demand in writing, after (and not before) the dated stipulated hereunder the following sums, or such lesser sums as may be necessary towards or on discharge of the amounts due namely:

30 June 2000	LM232000
30 June 2001	LM212000
30 June 2002	LM212000
30 June 2003	LM212000
30 June 2004	LM303000
30 June 2005	LM167000
30 June 2006	LM138000

The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year, the relative guaranteed amount shall be carried forward to subsequent years.

Registration Number C 2833
Registered Office : 58, Zachary Street, Valletta VLT 04 - Malta
Bank of Valletta p.l.c. is a public limited company licensed to conduct Investment Services business by the Malta Financial Services Centre.
Bank of Valletta p.l.c. is an authorised insurance salesman of Middle Sea Valletta Life Assurance Company Limited.

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THIS FORMS AN INTEGRAL PART OF GUARANTEE NO 03gtee02/2000
DATED 08.06.2000

This guarantee becomes payable into your account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected not withstanding any objection by the Shareholder or any third party and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance, or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30.09.2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee no longer being required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This guarentee is personal and is not assignable without our prior written consent.

Yours faithfully
For BANK OF VALLETTA plc

f/Manager

Countersigned

We accept in their entirety the conditions set out above

for and on behalf of
Grid Shipping N.V.

"DOCUMENT I"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH SAMBA LL.D.

Bank of Valletta

Bank of Valletta p.l.c.
Labour Avenue, Naxxar NXR 04 - Malta
Telephone: 410705, 413200, 434643, 434303 *Fax:* 414036

23rd February 2000 Original

The Chairman
MIDI plc
Block B, No 25
Il-Pjazzetta,
Tower Road
Sliema SLM 16

Dear Sir,

Re: Our Guarantee no SG63.021.00 for Lm563,000 by order of Vassallo Builders Group Limited.

Whereas pursuant to an agreement dated 7th October 1999 (The Agreement) entered into between MIDI Plc (The Company) and Vassallo Builders Group Limited (The Shareholder) and the other shareholders of the Company, the Shareholder bounds itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a Bank Guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we, Bank of Valletta plc , Naxxar Branch, hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30th June 2000	Lm 62,000
30th June 2001	Lm 85,000
30th June 2002	Lm 85,000
30th June 2003	Lm 85,000
30th June 2004	Lm 121,000
30th June 2005	Lm 67,000
30th June 2006	Lm 58,000

.....2/.....

(The above mentioned guaranteed amounts are accumulative so that if no demand is made in any particular year, the relative guaranteed amount is to be carried forward to subsequent years)

This guarantee becomes payable into your Account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be affected not withstanding any objections by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take affect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder form any obligations, acts of performance or undertaking assumed under the Agreement or arising form his position as shareholder of the Company

This guarantee expires in full on 30th September 2006, whether this document is returned to us or not, and unless it its extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later that the afore mentioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the Guarantee being no longer required.
After the expiry date, and in the absence of a written demand being received by us before such an expiry date, this Guarantee shall be null and void, whether returned for cancellation or not, and our liability hereunder shall terminate.

This guarantee is personal and is not assignable without our prior written consent.

Yours faithfully,

Mario Pullicino **Joseph Rodgers**
Manager **Supervisor Business Dept**

We accept the above mentioned conditions

F/Vassallo Builders Group Limited

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"DOCUMENT J"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH SALIBA LL.D.

Bank of Valletta

Bank of Valletta p.l.c.

49, Constitution Street, Mosta MST 08 - Malta
Telephone: 432196, 410004, 414341, 410906 *Fax:* 414382

21 February 2000

The Chairman
MIDI plc
Flat 25, Block B
Il-Piazzetta, Tower Road
Sliema

Dear Sir

Whereas pursuant to an agreement dated 7th October 1999 ("the Agreement") entered into between MIDI plc ("the Company") Gatt Investments Ltd ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we (the Bank) hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30 June 2000	Lm12,400
30 June 2001	Lm17,000
30 June 2002	Lm17,000
30 June 2003	Lm17,000
30 June 2004	Lm24,200
30 June 2005	Lm13,400
30 June 2006	Lm11,600

(The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years)

This guarantee becomes payable into your Account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

cont./.....2

Registration Number C 2833
Registered Office : 58, Zachary Street, Valletta VLT 04 - Malta
Bank of Valletta p.l.c. is licensed to conduct Investment Services business by the Malta Financial Services Centre.
Bank of Valletta p.l.c. is an authorised insurance salesman of Middle Sea Valletta Life Assurance Company Limited.

Bank of Valletta

cont./.....2

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30th September 2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This Guarantee is personal and is not assignable without our prior written consent.

Yours faithfully

Bank of Valletta plc
Authorised signatories

62

HSBC

The Chairmain
MIDI plc
Flat 25, Il-Pjazzetta
Tower Road
Sliema
SLM 16

Reference: ADV/JS/ad

23 Feburary 2000

Dear Sir,

OUR GUARANTEE NO. 61-00/18 IN NAME OF GATT INVESTMENTS LTD

Whereas pursuant to an agreement dated 7th October 1999 ("the Agreement") entered into between MIDI plc ("the Company") and Gatt Investments Ltd ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we (the Bank) hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30th June 2000	Lm49,600
30th June 2001	Lm68,000
30th June 2002	Lm68,000
30th June 2003	Lm68,000
30th June 2004	Lm96,800
30th June 2005	Lm53,600
30th June 2006	Lm46,400

(The above mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years.)

This guarantee becomes payable into your Account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

Continued

HSBC Bank Malta p.l.c.
63 Constitution Street, Mosta MST 08
Tel: (+356) 410892, 432026 Fax: (+356) 430495

Registered in Malta number C3177. Registered Office: 233 Republic Street, Valletta VLT 05
Regulated by the Central Bank of Malta, The Malta Financial Services Centre and the Malta Stock Exchange.
Licensed to conduct Investment Services business by the Malta Financial Services Centre.

HSBC

2
The Chairman, MIDI plc
23 February 2000

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30th September 2006 whether this document is returned to us for cancellation or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This Guarantee is personal and is not assignable without our prior written consent.

Yours faithfully

Manager

Countersigned

We have read and accepted the conditions above.

For and on behalf of Gatt Investments Ltd

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"DOCUMENT K"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH JALIOA LL.D.

Bank of Valletta

Bank of Valletta p.l.c.
Labour Avenue, Naxxar NXR 04 - Malta
Telephone: 410705, 413200, 434643, 434303 *Fax:* 414036

23rd February 2000 **Original**

The Chairman
MIDI plc
Block B, No 25
Il-Pjazzetta,
Tower Road
Sliema SLM 16

Dear Sir,

Re: Our Guarantee no SG63.022.00 for Lm563,000 by order of Polidano Brothers Limited.

Whereas pursuant to an agreement dated 7th October 1999 (The Agreement) entered into between MIDI Plc (The Company) and Polidano Brothers Limited (The Shareholder) and the other shareholders of the Company, the Shareholder bounds itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a Bank Guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we, Bank of Valletta plc , Naxxar Branch, hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30th June 2000	Lm 62,000
30th June 2001	Lm 85,000
30th June 2002	Lm 85,000
30th June 2003	Lm 85,000
30th June 2004	Lm 121,000
30th June 2005	Lm 67,000
30th June 2006	Lm 58,000

.....2/.....

(The above mentioned guaranteed amounts are accumulative so that if no demand is made in any particular year, the relative guaranteed amount is to be carried forward to subsequent years)

This guarantee becomes payable into your Account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be affected not withstanding any objections by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take affect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder form any obligations, acts of performance or undertaking assumed under the Agreement or arising form his position as shareholder of the Company

This guarantee expires in full on 30th September 2006, whether this document is returned to us or not, and unless it its extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later that the afore mentioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the Guarantee being no longer required.
After the expiry date, and in the absence of a written demand being received by us before such an expiry date, this Guarantee shall be null and void, whether returned for cancellation or not, and our liability hereunder shall terminate.

This guarantee is personal and is not assignable without our prior written consent.

Yours faithfully,

Marisa Scerri
Head Personal Dept

Joseph Rodgers
Supervisor Business Dept

We accept the above mentioned conditions

F/Polidano Brothers Limited

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"DOCUMENT L"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc.

Dr. Saliba
JOSEPH SALIBA LL.D.

HSBC

The Chairman
MIDI plc
Flat 25 Il-Pjazzetta
Tower Road
Sliema SLM 16

4 February, 2000

Dear Sir,

OUR GUARANTEE NO: 43-3/2000
ACCOUNT: DEVILHENA LTD. OF MIZZI HOUSE, NATIONAL ROAD, BLATA L-BAJDA

Whereas pursuant to an agreement dated 7 October 1999 ("the Agreement") entered into between MIDI plc ("the Company") Devilhena Ltd. ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we (the Bank) hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30 June 2000	Lm 89,000	(Eighty Nine Thousand Maltese Liri)
30 June 2001	Lm 85,000	(Eighty Five Thousand Maltese Liri)
30 June 2002	Lm 85,000	(Eighty Five Thousand Maltese Liri)
30 June 2003	Lm 85,000	(Eighty Five Thousand Maltese Liri)
30 June 2004	Lm121,000	(One Hundred and Twenty One Thousand Maltese Liri)
30 June 2005	Lm 67,000	(Sixty Seven Thousand Maltese Liri)
30 June 2006	Lm 58,000	(Fifty Eight Thousand Maltese Liri)

(The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years).

Continued

HSBC Bank Malta p.l.c.
Corporate Branch, Hexagon House, Spencer Gardens, Blata l-Bajda HMR 12
Tel: (+356) 226030, 226051 Fax: (+356) 226027

Registered in Malta number C3177. Registered Office: 233 Republic Street, Valletta VLT 05
Regulated by the Central Bank of Malta, The Malta Financial Services Centre and the Malta Stock Exchange.
Licensed to conduct Investment Services business by the Malta Financial Services Centre.

This guarantee becomes payable into your account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30 September 2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This Guarantee is personal and is not assignable without our prior written consent.

Yours faithfully

R. Borg
Corporate Banking Manager

B. Bartoli
Countersigned

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"DOCUMENT M"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH SALIBA LL.D.

71

Bank of Valletta

Bank of Valletta p.l.c.

45, Republic Street, Valletta VLT 04 - Malta
Telephone: 244271/2/3; 222431; 223768 *Fax:* 232356

ORIGINAL

29th March 2000

The Chairman
MIDI Plc
Blk B No. 25
Il-Pjazetta
Tower Road
Sliema SLM16

Dear Sir,

Our letter of guarantee No. 02GTEE035/00 for Lm 984,000 (Nine hundred eighty four thousand Maltese Liri) obo Valletta Investment Bank Ltd.

Whereas pursuant to an agreement dated 7th October 1999 ("the Agreement") entered into between MIDI Plc ("the Company") Valletta Investment Bank Ltd ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we (Bank of Valletta p.l.c.) hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30 June 2000	Lm 156,000	(one hundred fifty six thousand Maltese Liri)
30 June 2001	Lm 141,000	(one hundred forty one thousand Maltese Liri)
30 June 2002	Lm 141,000	(one hundred forty one thousand Maltese Liri)
30 June 2003	Lm 142,000	(one hundred forty two thousand Maltese Liri)
30 June 2004	Lm 202,000	(two hundred two thousand Maltese Liri)
30 June 2005	Lm 110,000	(one hundred ten thousand Maltese Liri)
30 June 2006	Lm 92,000	(ninety two thousand Maltese Liri)

(The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years)

This Guarantee becomes payable into your Account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

....2

ORIGINAL

Registration Number C 2833
Registered Office : BOV Centre, High Street, Sliema SLM 15 - Malta

Bank of Valletta p.l.c. is a public limited company licensed to conduct Investment Services business by the Malta Financial Services Centre.
Bank of Valletta p.l.c. is an authorised insurance sub-agent of Middle Sea Valletta Life Assurance Company Limited.

25 years
1974-1999

72

Bank of Valletta

ORIGINAL

The Chairman,
MIDI p.l.c.
29th March 2000

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance or undertaking assumed under the Agreement or arising from his position as Shareholder of the Company.

This guarantee expires in full on 30th September 2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This guarantee is personal and is not assignable without our prior written consent.

Yours faithfully,
Bank of Valletta p.l.c.

Authorised Signatories

ORIGINAL

"DOCUMENT N"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH SALIBA LL.D.

Bank of Valletta

Bank of Valletta p.l.c.

St. Anne Street, Floriana VLT15 - Malta
Telephone: 245012/5/6; 220138 *Fax:* 225473

9th February 2000

ORIGINAL

The Chairman
MIDI p.l.c.
Block B, 25
Il Piazzetta
Tower Road
Sliema SLM16

Dear Sir,

OUR LETTER OF GUARANTEE: GTEE86/3001-2000
ACCOUNTEE: MIDDLE SEA VALLETTA LIFE ASSURANCE CO LTD
MIDDLE SEA HOUSE FLORIANA MALTA

Whereas pursuant to an agreement dated 7th October 1999 ("the agreement") entered into between MIDI p.l.c. ("the Company") Middle Sea Valletta Life Assurance Co. Ltd.("the shareholder") and the other shareholders of the Company the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now therefore at the request of the Shareholder, we Bank Of Valletta p.l.c Floriana Branch hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30 June 2000	Lm 155,000(One Hundred Fifty Five Thousand Maltese Liri)
30 June 2001	Lm 141,000(One Hundred Forty One Thousand Maltese Liri)
30 June 2002	Lm142,000(One Hundred Forty Two Thousand Maltese Liri)
30 June 2003	Lm 141,000(One Hundred Forty One Thousand Maltese Liri)
30 June 2004	Lm 203,000(Two Hundred and Three Thousand Maltese Liri)
30 June 2005	Lm 110,000(One Hundred and Ten Thousand Maltese Liri)
30 June 2006	Lm 92,000(Ninety Two Thousand Maltese Liri)

(The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year, the relative guaranteed amount shall be carried forward to subsequent years).

Registration Number C 2833
Registered Office : BOV Centre, High Street, Sliema SLM 16 - Malta

Bank of Valletta p.l.c. is a public limited company licensed to conduct Investment Services business by the Malta Financial Services Centre.
Bank of Valletta p.l.c. is an insurance sub-agent of Middle Sea Valletta Life Assurance Company Limited and regulated by the Malta Financial Services Centre.

25 Years
1974-1999

ation Sheet

Bank of Valletta

THIS FORMS AN INTEGRAL PART OF GUARANTEE NO. GTEE 86/3001-2000 DATED 9TH FEBRUARY 2000

This guarantee becomes payable into your account with us on your first written demand accompanied by you written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objections by the Shareholder or any third party; and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduced the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance, or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30/09/2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee no longer being required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This guarantee is personal and is not assignable without our prior written consent.

Yours faithfully,
For Bank of Valletta plc.

ORIGINAL

MANAGER **COUNTERSIGNED**

ADM 58(1/98)

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"DOCUMENT O"

Certified true copy of its original held by MIDI plc

Mr. Albert Mizzi
Chairman of MIDI plc

JOSEPH SAMMUT LL.D.

HSBC

The Chairman
MIDI plc
Flat 25 Il-Pjazzetta
Tower Road
Sliema SLM 16

4 February, 2000

Dear Sir,

OUR GUARANTEE NO: 43-4/2000
ACCOUNT: PATER HOLDING CO. LTD. OF C/O U.C.I.M. CO. BUILDINGS, MSIDA VALLEY, BIRKIRKARA

Whereas pursuant to an agreement dated 7 October 1999 ("the Agreement") entered into between MIDI plc ("the Company") Pater Holding Co. Ltd. ("the Shareholder") and the other shareholders of the Company, the Shareholder bound itself to make available to the Company an amount of funds over a period of time and to secure such obligation by means of a bank guarantee in favour of the Company.

Now, therefore at the request of the Shareholder, we (the Bank) hereby guarantee to pay you, on your first demand in writing, after (and not before) the dates stipulated hereunder the following sums, or such lesser sums as may be necessary towards or in discharge of the amounts due namely:-

30 June 2000	Lm155,000	(One Hundred Fifty Five Thousand Maltese Liri)
30 June 2001	Lm142,000	(One Hundred Forty Two Thousand Maltese Liri)
30 June 2002	Lm141,000	(One Hundred Forty One Thousand Maltese Liri)
30 June 2003	Lm141,000	(One Hundred Forty One Thousand Maltese Liri)
30 June 2004	Lm202,000	(Two Hundred and Two Thousand Maltese Liri)
30 June 2005	Lm111,000	(One Hundred Eleven Thousand Maltese Liri)
30 June 2006	Lm 92,000	(Ninety Two Thousand Maltese Liri)

(The above-mentioned guaranteed amounts are cumulative so that if no demand is made in any particular year the relative guaranteed amount shall be carried forward to subsequent years).

Continued

HSBC Bank Malta p.l.c.
Corporate Branch, Hexagon House, Spencer Gardens, Blata l-Bajda HMR 12
Tel: (+356) 226030, 226051 Fax: (+356) 226027

Registered in Malta number C3177. Registered Office: 233 Republic Street, Valletta VLT 05
Regulated by the Central Bank of Malta, The Malta Financial Services Centre and the Malta Stock Exchange.
Licensed to conduct Investment Services business by the Malta Financial Services Centre.

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This guarantee becomes payable into your account with us on your first written demand accompanied by your written declaration that you have called on the shareholder to put up additional funds to the value of the claim which call has not been met, and payment will be effected notwithstanding any objection by the Shareholder or any third party, and it is understood that it shall not be incumbent upon us to verify whether such demand is justified.

The amounts guaranteed shall be reduced by any amount paid to the Company by the Shareholder under the Agreement. Such reduction shall take effect upon the presentation to us of the relative receipts duly signed by the legal representatives of the Company. Furthermore, any payments made by us under this Guarantee will similarly reduce the amounts guaranteed.

For the avoidance of doubt, it is declared that although this instrument gives rise to a legal relationship between us and the Company, it does not exempt the Shareholder from any obligations, acts of performance or undertaking assumed under the Agreement or arising from his position as shareholder of the Company.

This Guarantee expires in full on 30 September 2006 whether this document is returned to us or not, and unless it is extended by us, or returned to us for cancellation before that date, any demand made by the Company for payment must be received by us in writing by not later than the aforementioned expiry date.

This document should be returned to us for cancellation on full utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This Guarantee is personal and is not assignable without our prior written consent.

Yours faithfully

Norman J. Farrugia
Corporate Banking Manager

D. Gravina
Countersigned

Document A

Mid-Med

B A N K

Mid-Med Bank p.l.c.
Hexagon House, Spencer Gardens, Blata l-Bajda, HMR 12
Telephone: 238335 Telefax: 232200 Telex: MW 1215, 1436 Swift: MMEB MT MT
E-mail: mmbcsu@kemmunet.net.mt Website: http://www.mid-medbank.com

The Honorable Francis Zammit Dimech
Minister for the Environment
Beltissebh

8 November 1999

Dear Minister

Re: MIDI p.l.c.

We are writing to confirm that our Bank has sanctioned loan facilities of Lm10.5 million to MIDI plc for the development of the Manoel Island and Tigne Point Project.

Yours sincerely,

Gary Miller
Head of Banking

RECEIVED
12 NOV 1999
3150

VIB

VALLETTA
INVESTMENT
BANK

VALLETTA INVESTMENT BANK LIMITED
A private limited company wholly owned by Bank of Valletta p.l.c.

11th November 1999.

The Honorable Francis Zammit Dimech
Minister for the Environment
Beltissebh

Dear Minister,

Re: MIDI p.l.c.

We are writing to confirm that Bank of Valletta Group has sanctioned loan facilities of Lm10.5 million to MIDI p.l.c. for the development of the Manoel Island and Tigne Project.

Yours sincerely,

Tonio Depasquale
General Manager

c.c. *The Chairman, MIDI p.l.c.*

RECEIVED
11 NOV 1999

Address: 144 St. Christopher Street, Valletta VLT03, Malta.
Telephone: 235241/4/6 *Fax:* 234419 *E-mail:* vib@waldonet.net.mt
Registered Office: 58 Zachary Street, Valletta, Malta. *Registration Number* C11947

Valletta Investment Bank is licensed to conduct Investment Services business by the Malta Financial Services Centre

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Document K.

DUTY ON DOCUEMNTS
AND
TRANSFERS ACT, 1993
(ACT XVII OF 1993)

In exercise of the powers vested in me by Section 23 of the Duty on Documents and Transfers Act, 1993, I do hereby ORDER that the duty payable under the provisions of the said ACT shall not be levied in respect of the envisaged deed between the Government of Malta and MIDI p.l.c. transferring by title of temporary emphyteusis for a period of ninety nine years which starts running from the date of the relative deed for the annual consideration of four hundred and eighty thousand Maltese liri (LM 480,000) to be increased to eight hundred and forty thousand Maltese Liri (LM 840,000) on the (1st) day of January of the year two thousand and twenty five(2025) and to nine hundred and sixty thousand Maltese Liri (Lm 960,000) on the first day of the year two thousand and fifty (2050) and a total premium of thirty nine million five hundred and seventy thousand Maltese liri (Lm 39,570,000) in respect of the following immovable property:

a) The divided portion of land at Tigne' Point, Sliema having an area of circa one hundred and eight thousand four hundred and twenty square meters(108,420 sq.ms), bounded on the South, North and South-East by the foreshore as shown bordered in red on Plan Land Drawing "L" letter "D" one hundred and seventy five letter "A" bar ninety nine (LD 175A/99) marked Schedule one (1) including any areas occupied by streets, roads or public spaces and the buildings, structure and constructions all without number, existing in, or under the said land;

b) The divided portion of land at Manoel Island, limits of Gzira having an area of circa two hundred and sixty seven thousand nine hundred square meters (267,900 sq.ms) bounded on the South, East and North-East by the foreshore as shown bordered in red on the Plan Land Drawing letter "L" letter "D" one hundred and seventy four letter "A" bar ninety nine (L.D 174A/99) attached to the aforesaid emphyteutical deed and marked Schedule Two (2) including the buildings, structures, constructions and any areas occupied by streets, roads or public spaces existing in, on or under the said land, and the airspace overlying the basement of the building known as the Admiralty Canteen, without number at Manoel Island, limits of Gzira, washed in yellow on the said plan Land Drawing L.D 174A/99 marked Schedule Two (2) and having an area of one hundred and seven decimal point five square meters (107.5 sq.m) and bounded on the North, South, and West by property being granted in virtue of the emphyteutical deed and the airspace adjacent thereto marked in blue on the Plan Land Drawing L.D 174A/99 marked Schedule Two (2), having an area of seventy seven square meters (77sq.m)from the level of the said basement's roof upwards and is bounded on the South by the airspace mentioned above, on the West by property being granted by virtue of the emphyteutical Deed and on the East by property of the Grantor known as the Manoel Island Yacth Yard (hereinafter together referred to as Manoel Island).

Given under my hand

This 9th day of June , 2000

John Dalli
Minister of Finance

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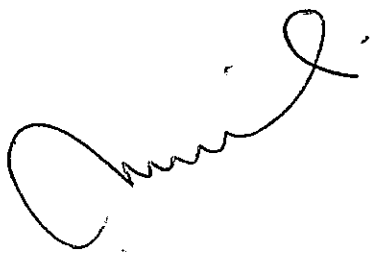
SCHEDULE 4

CONDITIONS OF GRANT OF RECLAIMED LAND
(Article 1.3)

1. Save for the annual ground rent mentioned in Sub-Article Three of Article One (1.3) of this Deed, the Reclaimed Land will be transferred free and unencumbered and with vacant possession.

2. The concession will be made under the same terms and conditions 'mutatis mutandis' of the emphyteutical concession contained in this Deed for a period commencing on the date of signing of the deed relative to the Reclaimed Land and ending on the termination of the emphyteutical concession made under this Deed. The two concessions shall be considered as one emphyteutical concession.

3. All expenses relative to the transfer of the Reclaimed Land including contract fees and expenses but excluding charges of the Grantor's legal adviser and duties shall be at the charge of the Emphyteuta.



SCHEDULE 6

ABATEMENT OF GROUNDRENT
(Article 3.2)

1. No groundrent will be payable for the period commencing from the date of this Deed to the thirty-first (31st) day of March of the year two thousand and one (2001).

2. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and one (2001) to the thirty-first (31st) day of March of the year two thousand and two (2002) shall be forty thousand Maltese liri (Lm40,000).

3. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and two (2002) to the thirty-first (31st) day of March of the year two thousand and three (2003) shall be eighty thousand Maltese liri (Lm80,000).

4. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and three (2003) to the thirty-first (31st) day of March of the year two thousand and four (2004) shall be one hundred and twenty thousand Maltese liri (Lm120,000).

5. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and four (2004) to the thirty-first (31st) day of March of the year two thousand and five (2005) shall be one hundred and sixty thousand Maltese liri (Lm160,000).

6. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and five (2005) to the thirty-first (31st) day of March of the year two thousand and six (2006) shall be two hundred thousand Maltese liri (Lm200,000).

7. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and six (2006) to the thirty-first (31st) day of March of the year two thousand and seven (2007) shall be two hundred and forty thousand Maltese liri (Lm240,000).

8. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and seven (2007) to the thirty-first (31st) day of March of the year two thousand and eight (2008) shall be two hundred and eighty thousand Maltese liri (Lm280,000).

9. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and eight (2008) to the thirty-first (31st) day of March of the year two thousand and ten (2010) shall be three hundred and sixty thousand Maltese liri (Lm360,000) per annum.

10. The groundrent payable for the period commencing from the first (1st) day of April of the year two thousand and ten (2010) to the thirty-first (31st) day of March of the year two thousand and thirteen (2013) shall be four hundred thousand Maltese liri (Lm400,000) per annum.

SCHEDULE 7

PAYMENT OF PREMIUM
(Article 4)

1. The first component of premium amounting to five million five hundred and seventy thousand Maltese liri (Lm5,570,000) is payable without interest by the Emphyteuta to the Grantor as follows:

1.1 the sum of two hundred thousand Maltese liri (Lm200,000) is being paid hereon and the Grantor gives the Emphyteuta due receipt therefor;

1.2 a further sum of eight hundred and seventy five thousand Maltese liri (Lm875,000) shall be paid by the thirtieth (30th) day of September of the year two thousand (2000);

1.3 a further sum of eight hundred and seventy five thousand Maltese liri (Lm875,000) shall be paid by the thirty-first (31st) day of March of the year two thousand and one (2001);

1.4 a further sum of eight hundred thousand Maltese liri (Lm800,000) shall be paid by the thirtieth (30th) day of September of the year two thousand and one (2001);

1.5 a further sum of eight hundred thousand Maltese liri (Lm800,000) shall be paid by the thirty-first (31st) day of March of the year two thousand and two (2002);

1.6 a further sum of five hundred and fifty thousand Maltese liri (Lm550,000) shall be paid by the thirtieth (30th) day of September of the year two thousand and two (2002);

1.7 a further sum of five hundred and fifty thousand Maltese liri (Lm550,000) shall be paid by the thirty-first (31st) day of March of the year two thousand and three (2003);

1.8 a further sum of one hundred and sixty thousand Maltese liri (Lm160,000) shall be paid by the thirtieth (30th) day of September of the year two thousand and three (2003);

1.9 a further sum of one hundred and sixty thousand Maltese liri (Lm160,000) shall be paid by the thirty-first (31st) day of March of the year two thousand and four (2004);

1.10 a further sum of one hundred and fifty thousand Maltese liri (Lm150,000) shall be paid by the thirtieth (30th) day of September of the year two thousand and four (2004);

1.11 a further sum of one hundred and fifty thousand Maltese liri (Lm150,000) shall be paid by the thirty-first (31st) day of March of the year two thousand and five (2005);

1.12 a further sum of one hundred and fifty thousand Maltese liri (Lm150,000) shall be paid by the thirtieth (30th) day of September of the year two thousand and five (2005);

1.13 a further sum of one hundred and fifty thousand Maltese liri (Lm150,000) shall be paid by the thirty-first (31st) day of March of the year two thousand and six (2006).

2. The second component of premium amounting to twenty million Maltese liri (Lm20,000,000) is payable without interest by the Emphyteuta to the Grantor as follows:

2.1 five hundred thousand Maltese liri (Lm500,000) annually by the thirty-first (31st) day of March of each of the years two thousand and ten (2010), two thousand and eleven (2011) and two thousand and twelve (2012);

2.2 one million Maltese liri (Lm1,000,000) annually by the thirty-first (31st) day of March of each of the years two thousand and thirteen (2013), two thousand and fourteen (2014), two thousand and fifteen (2015), two thousand and sixteen (2016), two thousand and seventeen (2017) and two thousand and eighteen (2018);

2.3 two million five hundred thousand Maltese liri (Lm2,500,000) annually by the thirty-first (31st) day of March of each of the years two thousand and nineteen (2019), two thousand and twenty (2020), two thousand and twenty-one (2021), two thousand and twenty-two (2022) and two thousand and twenty-three (2023).

SCHEDULE 8

TERMS AND CONDITIONS OF PREFERENCE SHARES "A"
(Article 4.1.2)

"Subject to Section 115 and the provisions of Chapter XI of Part V of the Act, Preference Shares "A" shall have the following rights, preferences, restrictions and characteristics:

(a) The holders of Preference Shares "A", following four (4) years from the date of issue of such shares, shall be entitled to receive dividends thereon at the rate of seven per cent (7%) per annum on the nominal value of the said Preference Shares "A" payable yearly. These dividends shall be paid before any dividends are declared, paid on or set apart for any other shares in the Company now or hereafter issued and are cumulative so that if the Company fails in any fiscal year to pay such dividends on all of the issued and outstanding Preference Shares "A", such dividends shall be fully paid without interest in a subsequent fiscal year or years before any dividends are declared, paid on or set apart for any other shares in the Company now or hereafter issued. No such dividend is due in respect of, or shall accumulate during, the first four (4) years subsequent to the issue of such shares.

(b) Moreover, the holders of Preference Shares "A" shall also be entitled, as from the date of issue of such shares, to an annual dividend which shall be computed on the basis of ten per cent (10%) of the Company's consolidated annual net profits after deducting any dividends due in terms of paragraph (a) above and after making good any losses carried forward. These dividends are non-cumulative.

(c) The Directors, at their discretion, may declare and pay dividends on the ordinary shares concurrently with the payment of dividends on the Preference Shares "A" for any period in any fiscal year, provided that all accumulated dividends on the Preference Shares "A" for all previous fiscal years in accordance with paragraph (a) above and all dividends on the Preference Shares "A" payable in the current fiscal year have been paid in full.

(d) All dividends shall belong and be paid to those holders of Preference Shares "A" whose names shall be on the Register at such date when the said dividends are declared notwithstanding any subsequent transfer or transmission of shares. The Company may pay any dividend by direct debit, bank transfer, cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder and the Company shall not be responsible for any loss of any such cheque, warrant or order. Every such cheque, warrant or order shall be made payable to the order of the person to whom it is sent, or to such person as the holder may in writing direct, and the payment of such cheque, warrant or order shall be a good discharge to the Company. If on two consecutive occasions cheques, warrants or orders in payment of dividends have been sent through the post in accordance with the provisions of this Article but have been returned undelivered or left uncashed during the periods for which the same are valid, the Company need not thereafter dispatch further cheques, warrants or orders in payment of dividends until the holder of the Preference Shares "A" or other person entitled thereto shall have communicated with the Company and supplied in writing to the Office an address for the purpose. No dividend shall bear interest against the Company. All dividends unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve

(12) years after having been declared shall be forfeited and shall revert to the Company.

(e) The Company, at any time during the twelve (12) months preceding the twelfth (12th) anniversary of their date of issue (the date of redemption during this period will be at the option of the Company), shall redeem the whole of the outstanding Preference Shares "A" by paying therefor the par value per share plus an amount equal to all dividends accrued and unpaid as provided in paragraph (a) and (b) hereof, whether declared or not, up to and including the date fixed for redemption, such sum being hereinafter referred to as the "Redemption Price". Ten (10) days' previous notice in writing shall be given by registered mail to the holders of such Preference Shares "A" whose names shall be on the Register at such date at their addresses as set forth in the Register. On or before the date set in such notice for redemption, the holders of the Preference Shares "A" shall deliver the certificates thereof to the company secretary at the place designated in the notice and shall receive the Redemption Price. The Redemption Price shall belong and be paid to those holders of Preference Shares "A" whose names shall be on the Register at the above-mentioned date notwithstanding any subsequent transfer or transmission of shares. In the event that any holder of Preference Shares "A" shall fail on or before the date fixed for redemption to deliver and surrender the certificate to the company secretary for redemption and to accept the amount to be paid therefor, funds necessary for such redemption shall be set apart by the Company and held in a special fund for the payment of the Redemption Price. The holder of the Preference Shares "A" shall thereafter be entitled at any time to deliver and surrender the Preference Shares "A" held by such holder and to receive the amount so set aside for such holder's benefit without any interest thereon. After the making of such deposit, the Company, shall not be liable to pay to the holder of such Preference Shares "A" any dividends for the period of deposit and any rights which such holder may have shall at once cease and the holder of the Preference Shares "A" shall thereafter have only the right to receive the amount so deposited upon surrender of such Preference Shares "A".

(f) In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, the holders of the Preference Shares "A" shall be entitled to receive out of the assets of the Company available for distribution to shareholders the par value of the Preference Shares "A" plus the amount of all unpaid dividends accrued thereon without interest before any sum shall be paid to or any assets distributed among the holders of any other shares in the Company now or hereafter issued. A consolidation or merger of the Company with or in any other company shall not be deemed to be a dissolution, liquidation or winding up within the meaning of this paragraph (f).

(g) The holders of Preference Shares "A" shall not have any voting power and, accordingly, (but without limiting the generality of the foregoing) shall not be entitled to notice of any shareholders' meetings or to vote upon the election of directors or upon any other matter. If, however, the Company shall default on its obligation of redeeming the Preference Shares "A" as set forth in paragraph (e) hereof then immediately the holders of such Preference Shares "A" shall be entitled to one vote in the same manner as the holders of ordinary shares for each Preference Share "A" held by each of them at any meeting of the Company. Upon the redemption in full of all the Preference Shares "A" as set forth in paragraph (e) hereof, the voting rights of the Preference Shares "A" shall cease and shall again be vested exclusively in the holders of the ordinary shares.

(h) If, at any time, an option is granted over the Preference Shares "A" the rights attached to such shares as set forth in this Article may only be varied with the consent of the persons holding such option in the same manner as if such persons were holders of the Preference Shares "A" in accordance with Article 12."



SCHEDULE 9

ATTRIBUTION OF PREMIUM
(Article 4.2)

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The total premium specified in Sub-Article One of Article Four (4.1) of this Deed is attributable to the separate Phase Areas (as defined in Schedule Twenty-One (21)) of the Property as stated in the following table:

Tigne' Point	
PHASE AREA (as defined in Schedule Twenty One (21))	**ATTRIBUTABLE PREMIUM**
Tigne' Sports (as described in Sub-Clause One of Clause One (1.1) of Schedule Ten (10))	**Eight hundred thousand Maltese liri (Lm800,000)**
Tigne' South (as described in Sub-Clause One of Clause One (1.1) of Schedule Ten (10))	**Six million two hundred and fifty thousand Maltese liri (Lm6,250,000)**
Tigne' Plaza (as described in Sub-Clause Two of Clause One (1.2) of Schedule Ten (10))	**Two million one hundred thousand Maltese liri (Lm2,100,000)**
Tigne' North Three and Fort (as described in Sub-Clause Three of Clause One (1.3) of Schedule Ten (10))	**Three million one hundred and fifty thousand Maltese liri (Lm3,150,000)**
Tigne' North Two (as described in Sub-Clause Four of Clause One (1.4) of Schedule Ten (10))	**Two million six hundred thousand Maltese liri (Lm2,600,000)**
Tigne' North One (as described in Sub-Clause Five of Clause One (1.5) of Schedule Ten (10))	**Two million eight hundred and fifty thousand Maltese liri (Lm2,850,000)**
Tigne' Tower (as described in Sub-Clause Six of Clause One (1.6) of Schedule Ten (10))	**Five hundred thousand Maltese liri (Lm500,000)**
Sub-total	**Eighteen Million two hundred and fifty thousand Maltese liri (Lm18,250,000)**

Manoel Island

PHASE AREA (as defined in Schedule Twenty One (21))	ATTRIBUTABLE PREMIUM
Marina South (as described in Sub-Clause Seven of Clause One (1.7) of Schedule Ten (10))	**Eight million three hundred and twenty five thousand Maltese liri (Lm8,325,000)**
Marina Central (as described in Sub-Clause Eight of Clause One (1.8) of Schedule Ten (10))	**Four million seven hundred thousand Maltese liri (Lm4,700,000)**
Lazzaretto (as described in Sub-Clause Nine of Clause One (1.9) of Schedule Ten (10))	**Three million seven hundred and seventy thousand Maltese liri (Lm3,770,000)**
Fort Manoel (as described in Sub-Clause Ten of Clause One (1.10) of Schedule Ten (10))	**Five hundred and fifty thousand Maltese liri (Lm550,000)**
Manoel Sports Club (as described in Sub-Clause Eleven of Clause One (1.11) of Schedule Ten (10))	**One million seven hundred and twenty five Maltese liri (Lm1,725,000)**
Marina Lido (as described in Sub-Clause Twelve of Clause One (1.12) of Schedule Ten (10))	**Eight hundred thousand Maltese liri (Lm800,000)**
Marina Mall (as described in Sub-Clause Thirteen of Clause One (1.13) of Schedule Ten (10))	**Seven hundred and fifty thousand Maltese liri (Lm750,000)**
Marina North (as described in Sub-Clause Fourteen of Clause One (1.14) of Schedule Ten (10))	**Seven hundred thousand Maltese liri (Lm700,000)**
Sub-total	**Twenty one million three hundred and twenty thousand Maltese liri (Lm21,320,000)**
TOTAL	**Thirty nine million five hundred and seventy thousand Maltese liri (Lm39,570,000)**

SCHEDULE 10

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SPECIAL PRIVILEGE AND RELEASE THEREOF
(Article 4.3)

1. The maximum amount up to which the Grantor may execute and exercise its rights under the privilege in respect of a Phase Area (as defined in Schedule Twenty One (21)) in the event and from the moment that it is notified that financing has been obtained in respect of that Phase Area or that development of that Phase Area has commenced, and the amount to be taken into consideration for the purposes of postponement of the privilege in respect of a Relevant Phase Area, as provided in Sub-Article Three of Article Four (4.3) of this Deed, shall be as set out below:

Tigne' Point

1.1 Seven million and fifty thousand Maltese liri (Lm7,050,000) in respect of the combined Phase Areas consisting of (i) a divided portion of land at Tigne' Point, having an area of approximately twenty one thousand one hundred and forty one square metres (21,141 m^2) including the structures thereon, without number, and all together bounded on the South by the foreshore, on the North and North-East by property being granted by virtue of this Deed and shown edged in yellow on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' South Phase Area") and (ii) a divided portion of land at Tigne' Point, having an area of approximately fourteen thousand one hundred and four square metres (14,104 m^2) including the structures thereon, without number, and all together bounded on the North-East by property being granted by virtue of this Deed, on the North-West by a public road and on the South-East by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' Sports Phase Area");

1.2 Two million one hundred thousand Maltese liri (Lm2,100,000) in respect of the Phase Area consisting of a divided portion of land at Tigne' Point, having an area of approximately seven thousand seven hundred and sixty nine square metres (7,769 m^2) including the structures thereon, without number, and all together bounded on all sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' Plaza Phase Area");

1.3 Three million one hundred and fifty thousand Maltese liri (Lm3,150,000) in respect of the Phase Area consisting of a divided portion of land at Tigne' Point, having an area of approximately forty seven thousand three hundred and seventy six square metres (47,376

m^2) including the structures thereon, without number, and all together bounded on the North-East, East and South-East by the foreshore and on the North-West by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' North Three and Fort Phase Area");

1.4 Two million six hundred thousand Maltese liri (Lm2,600,000) in respect of the Phase Area consisting of a divided portion of land at Tigne' Point, having an area of approximately seven thousand nine hundred and forty five square metres (7,945 m^2) including the structures thereon, without number, and all together bounded on the North-East by the foreshore, on the North-West, South-East and South-West by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' North Two Phase Area");

1.5 Two million eight hundred and fifty thousand Maltese liri (Lm2,850,000) in respect of the Phase Area consisting of a divided portion of land at Tigne' Point, having an area of approximately four thousand five hundred and ninety six square metres (4,596 m^2) including the structures thereon, without number, and all together bounded on all sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' North One Phase Area");

1.6 Five hundred thousand Maltese liri (Lm500,000) in respect of the Phase Area consisting of a divided portion of land at Tigne' Point, having an area of approximately five thousand seven hundred and sixty square metres (5,760 m^2) including the structures thereon, without number, and all together bounded on the North-West by a public road, on the South-East and South-West by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) (in this Deed referred to as "the Tigne' Tower Phase Area");

Manoel Island

1.7 Eight million three hundred and twenty five thousand Maltese liri (Lm8,325,000) in respect of the Phase Area consisting of a site at Manoel Island, partly occupied by land and having an area of approximately forty eight thousand two hundred and ninety five square metres (48,295 m^2) including the structures thereon, without number, and bounded on the North by the foreshore, and on the South-East and North-East by property granted by virtue of this Deed, and partly occupied by the sea having an area of approximately sixty seven thousand four hundred and sixty two square metres (67,462 m^2) and

bounded on the North-East by the foreshore, and on the South-East and South-West by the sea, and is shown edged in yellow on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this deed referred to as "the Marina South Phase Area");

1.8 Four million seven hundred thousand Maltese liri in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately twenty three thousand and twenty square metres (23,020m^2) including the structures thereon, without number, and all together bounded on all sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Marina Central Phase Area");

1.9 Three million seven hundred and seventy thousand Maltese liri (Lm3,770,000) in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately forty three thousand two hundred and seventy square metres (43,270 m^2) including the structures thereon, without number, and all together bounded on the North and North-West by property being granted by virtue of this Deed and on the South by the foreshore and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Lazzaretto Phase Area");

1.10 Five hundred and fifty thousand Maltese liri (Lm550,000) in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately sixty eight thousand and eighty square metres (68,080 m^2) including the structures thereon, without number, and all together bounded on the South-East by the foreshore and on all other sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Fort Manoel Phase Area");

1.11 One million seven hundred and twenty five thousand Maltese liri (Lm1,725,000) in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately twenty seven thousand four hundred and eighty square metres (27,480 m^2) including the structures thereon, without number, and all together bounded on all sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Manoel Sports Club Phase Area");

1.12 Eight hundred thousand Maltese liri (Lm800,000) in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately forty seven thousand six hundred and ten square metres (47,610 m^2) including the structures thereon, without

number, and all together bounded on the North by the foreshore and all other sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Marina Lido Phase Area");

1.13 Seven hundred and fifty thousand Maltese liri (Lm750,000) in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately twenty thousand seven hundred and seventy square metres (20,770 m^2) including the structures thereon, without number, and all together bounded on the North by the foreshore and on all other sides by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Marina Mall Phase Area");

1.14 Seven hundred thousand Maltese liri (Lm700,000) in respect of the Phase Area consisting of a divided portion of land at Manoel Island, having an area of approximately five thousand one hundred and eighty five square metres (5,185 m^2) including the structures thereon, without number, and all together bounded on the North-East by Manoel Island Yacht Yard, and on the South and South-East by property being granted by virtue of this Deed and is shown edged in yellow on the said attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15) (in this Deed referred to as "the Marina North Phase Area").

2. The value of the privilege shall be reduced and the Phase Areas shall be released from the effects of the privilege from time to time upon part payment of the premium whether in cash or by the carrying out of works (as provided in Article Four (4) of this Deed) as set out below:

2.1 **<u>Tigne South and Tigne Sports Phase Areas on Tigne Point</u>** (as described in Sub-Clause One of Clause One (1.1) of this Schedule and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)).

Floorspace in these Phase Areas will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and sixty two Maltese liri (Lm162) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of the restoration works in respect of the Tigne Point Chapel (as shown edged in green on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)) in terms of Article Nine (9) of this Deed	Thirty eight thousand Maltese liri (Lm38,000)

On opening to traffic of the Qui-Si-Sana to Tigne Front trunk road	Five hundred thousand Maltese liri (Lm500,000)
On substantial completion of all public infrastructural works in respect of the Phase Areas in terms of Article Eight (8) of this Deed	One million four hundred and twenty two thousand Maltese liri (Lm1,422,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of these Phase Areas from the effects thereof shall not exceed the sum of five million four hundred and twenty eight thousand Maltese liri (Lm5,428,000).

2.2 **Tigne Plaza Phase Area on Tigne Point** (as described in Sub-Clause Two of Clause One (1.2) of this Schedule and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and thirty two Maltese liri (Lm132) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Two hundred and sixteen thousand Maltese liri (Lm216,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of one million eight hundred and eighty four thousand Maltese liri (Lm1,884,000).

2.3 **Tigne North Three and Fort Phase Area on Tigne Point** (as described in Sub-Clause Three of Clause One (1.3) of this Schedule and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and ninety five Maltese liri (Lm195) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of the restoration works in respect of Fort Tigne' (as shown edged in green on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)) in terms of Article Nine (9) of this Deed	Eight hundred and fifty thousand Maltese liri (Lm850,000)
On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Two hundred and eighty three thousand Maltese liri (Lm283,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of one million nine hundred and eighty three thousand Maltese liri (Lm 1,983,000).

2.4 **Tigne North Two Phase Area on Tigne Point** (as described in Sub-Clause Four of Clause One (1.4) of this Schedule and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and sixty nine Maltese liri (Lm169) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	One hundred and seventy five thousand Maltese liri (Lm175,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of two million four hundred and twenty five thousand Maltese liri (Lm2,425,000).

2.5 **Tigne North One Phase Area on Tigne Point** (as described in Sub-Clause Five of Clause One (1.5) of this Schedule and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and seventy nine Maltese liri (Lm179) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Seventy seven thousand Maltese liri (Lm77,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of two million six hundred and sixty four thousand Maltese liri (Lm2,664,000).

2.6 **Tigne Tower Phase Area on Tigne Point** (as described in Sub-Clause Six of Clause One (1.6) of this Schedule and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16)).

This Phase Area will be released from the effects of the privilege upon the payment in cash of the sum of one hundred and forty four thousand Maltese liri (Lm144,000) as part payment of the premium.

2.7 **Marina South Phase Area on Manoel Island** (as described in Sub-Clause Seven of Clause One (1.7) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and sixty six Maltese liri (Lm166) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of the restoration works in respect of the Customs House and adjacent Chapel on Manoel Island (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) in terms of Article Nine (9) of this Deed	Forty five thousand Maltese liri (Lm45,000)
On the breakwater structure (including external armour thereof) to be built in terms of Article Eight (8) of this Deed reaching sea surface level (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15))	Seven hundred thousand Maltese liri (Lm700,000)
On substantial completion of the breakwater structure in terms of Article Eight (8) of this Deed	Three hundred and fifty thousand Maltese liri (Lm350,000)

On substantial completion of the reclamation of the land to be used by the Manoel Island Yacht Yard (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) in terms of Sub-Article One of Article Ten (10.1) of this Deed	Eight hundred thousand Maltese liri (Lm800,000)
On substantial completion of the dredging works in respect of the Manoel Island Channel (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) in terms of Article Eight (8) of this Deed	Two hundred thousand Maltese liri (Lm200,000)
On substantial completion of the basic structure of the bridge to be constructed between Manoel Island and Gzira in terms of Article Eight (8) of this Deed (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) - for the purposes of this provision "substantial completion of the basic structure of the bridge" shall mean the completion, in shell form, of the structure spanning the channel between Manoel Island and Gzira	Two hundred thousand Maltese liri (Lm200,000)
On substantial completion of the structure of the bridge to be constructed between Manoel Island and Gzira in terms of Article Eight (8) of this Deed	Two hundred and fifty thousand Maltese liri (Lm250,000)
On substantial completion of the public infrastructural works in respect of: (i) the East Section of the Phase Area (up to Customs House); (ii) the West Section of the Phase Area, in terms of Article Eight (8) of this Deed	 One million one hundred and fifty thousand Maltese liri (Lm1,150,000) One million one hundred and fifty thousand Maltese liri (Lm1,150,000)
On substantial completion of the restoration works in respect of the barracks and the parade ground (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) in terms of Article Nine (9) of this Deed	Five hundred and fifty thousand Maltese liri (Lm550,000)

On substantial completion of the restoration works in respect of the Casement (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) in terms of Article Nine (9) of this Deed	Four hundred and fifty thousand Maltese liri (Lm450,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of two million four hundred and eighty thousand Maltese liri (Lm2,480,000).

2.8 **Marina Central Phase Area on Manoel Island** (as described in Sub-Clause Eight of Clause One (1.8) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and forty three Maltese liri (Lm143) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of the restoration works in respect of the Cattle Sheds Complex on Manoel Island (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)) in terms of Article Nine (9) of this Deed	One hundred and fifty thousand Maltese liri (Lm150,000)
On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Four hundred and fifty six thousand Maltese liri (Lm456,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of four million and ninety four thousand Maltese liri (Lm4,094,000).

2.9 **Lazzaretto Phase Area on Manoel Island** (as described in Sub-Clause Nine of Clause One (1.9) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and seventy seven Maltese liri (Lm177) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On completion of the restoration works on the building fabric in respect of: (i) the East Wing (as shown edged in green on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)); (ii) the West Wing, in terms of Article Nine (9) of this Deed	 Six hundred thousand Maltese liri (Lm600,000) Six hundred thousand Maltese liri (Lm600,000)
On substantial completion of all the restoration works in respect of: (i) the East Wing; (ii) the West Wing, in terms of Article Nine (9) of this Deed	 Three hundred and seventy three thousand Maltese liri (Lm373,000) Three hundred and seventy three thousand Maltese liri (Lm373,000)
On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Eight hundred and twenty five thousand Maltese liri (Lm825,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of nine hundred and ninety nine thousand Maltese liri (Lm999,000).

2.10 **Fort Manoel Phase Area on Manoel Island** (as described in Sub-Clause Ten of Clause One (1.10) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and six Maltese liri (Lm106) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of clearance and other works in respect of Fort Manoel ditch in terms of Article Nine (9) of this Deed	Two hundred thousand Maltese liri (Lm200,000)

On substantial completion of all the restoration works in respect of the Phase Area in terms of Article Nine (9) of this Deed, other than the restoration works referred to in Sub-Article Four of Article Thirteen (13.4), the restoration works in respect of the barracks and the parade ground and of the Casement referred to in Sub-Clause Seven of Clause Two (2.7) of this Schedule and the works referred to in the immediately preceding row of this table.	Two hundred and fifty eight thousand Maltese liri (Lm258,000)
On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Ninety two thousand Maltese liri (Lm92,000)

2.11 **Manoel Sports Club Phase Area on Manoel Island** (as described in Sub-Clause Eleven of Clause One (1.11) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and twenty four Maltese liri (Lm124) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	One hundred and fourteen thousand Maltese liri (Lm114,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of one million six hundred and eleven thousand Maltese liri (Lm1,611,000).

2.12 **Marina Lido Phase Area on Manoel Island** (as described in Sub-Clause Twelve of Clause One (1.12) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of two hundred and seventy one Maltese liri (Lm271) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	Five hundred and fifty thousand Maltese liri (Lm550,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of two hundred and fifty thousand Maltese liri (Lm250,000).

2.13 **Marina Mall Phase Area on Manoel Island** (as described in Sub-Clause Thirteen of Clause One (1.13) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of ninety Maltese liri (Lm90) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	One hundred and fifteen thousand Maltese liri (Lm115,000)
On substantial completion of all the restoration works in respect of the Phase Area in terms of Article Nine (9) of this Deed	One hundred and fifty seven thousand Maltese liri (Lm157,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of four hundred and seventy eight thousand Maltese liri (Lm478,000).

2.14 **Marina North Phase Area on Manoel Island** (as described in Sub-Clause Fourteen of Clause One (1.14) of this Schedule and as shown on the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15)).

Floorspace in this Phase Area will be released from the effects of the privilege on the basis of one (1) square metre for every payment of one hundred and sixteen Maltese liri (Lm116) of the premium whether in cash or by the carrying out of works.

Payments by the carrying out of works shall be deemed to be made as follows:

On substantial completion of all public infrastructural works in respect of the Phase Area in terms of Article Eight (8) of this Deed	One hundred and twenty six thousand Maltese liri (Lm126,000)

Payments in cash which can be credited to secure the reduction of the privilege and the release of this Phase Area from the effects thereof shall not exceed the sum of five hundred and seventy four thousand Maltese liri (Lm574,000).

With respect to payments of premium in cash, the Emphyteuta shall be entitled to designate any payment as being a payment made towards the release from the effects of the privilege of Floorspace in any particular Phase Area or Areas at its option, provided that such payments do not exceed the maximum amount which can be credited for that purpose as specified in Clause Two (2) of this Schedule.

4. For the avoidance of doubt, it is hereby agreed that should the Grantor exercise the option granted to it under paragraph two of Sub-Article One of Article Four (4.1.2) of this Deed of subscribing to Preference Shares "A" in the Company in full and final settlement of the second component of premium due by the Company under the said paragraph two of Sub-Article One of Article Four (4.1.2), then in such event the Emphyteuta shall, for all intents and purposes of this Schedule Ten (10), be deemed to have made a payment of premium in cash of an amount of twenty million Maltese liri (Lm20,000,000).

5. For the avoidance of doubt, it is hereby agreed that when the set-off contemplated in Sub-Article Four of Article Ten (10.4) of this Deed takes place, then the Emphyteuta shall, for all intents and purposes of this Schedule Ten (10), be deemed to have made a payment of premium in cash of an amount equivalent to the amount set off in terms of the said Sub-Article Four of Article Ten (10.4).

6. The Emphyteuta shall also be entitled to a reduction of the value of the said privilege and a release of the Floorspace from the effects thereof as provided above in respect of payment of cash premiums, by providing the Grantor with first-class bank guarantees or first-ranking hypothecs on immovable property which adequately secure the payment of cash premiums which may be due in the future. Any disagreement, difference or dispute as to whether any such guarantee or hypothec constitutes adequate security shall be settled by arbitration which will be carried out in accordance with the provisions set out in Schedule Twenty Eight (28).

7. Notwithstanding anything contained in Sub-Article Three of Article Four (4.3) and this Schedule Ten (10) (i) on payment, whether in cash or by the carrying out of works or otherwise (as provided above), of the full outstanding balance of premium in respect of the Property the privilege encumbering the Property

shall be cancelled in full and (ii) on payment, whether in cash or by the carrying out of works or otherwise (as provided above), of the full outstanding balance of premium attributable to a particular Phase Area as provided in Schedule Nine (9), the entire Phase Area in question shall be released from the effects of the said privilege.

8. For the purposes of this Schedule Ten (10):

8.1 "Phase Area" shall have the same meaning as is assigned to the term in Schedule Twenty One (21) and;

8.2 "Floorspace" shall have the same meaning as is assigned to the term in Sub-Article Three of Article Three (3.3) so however that it includes Floorspace which may be developed in the future in accordance with the development permits referred to in Sub-Article One of Article Seven (7.1) and in the event that the entire Floorspace comprised in any particular site is released from the effects of the privilege the said site together with its appurtenances shall be so released.

SCHEDULE 11

VACANT POSSESSION
(Article 5.2)

The Grantor shall grant vacant possession to the Emphyteuta in respect of:

1. the sites, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and indicated with the letters 'A', 'B', 'C' and 'D' and together marked as "Zone One (1)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) collectively referred to as "Zone One (1)"), by not later than the thirtieth (30th) day of June of the year two thousand and one (2001);

2. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Two (2)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Two (2)"), by not later than the thirty first (31st) day of December of the year two thousand (2000);

3 the sites, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and indicated with the letters 'A' and 'B' and together marked as "Zone Three (3)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) collectively referred to as "Zone Three (3)"), by not later than three (3) months from substantial completion of the football pitch and 'bocci' pitch referred to in Clause Three (3) of Schedule Twenty (20);

4. the sites, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and indicated with the letters 'A' and 'B' and together marked as "Zone Four (4)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) collectively referred to as "Zone Four (4)"), by not later than three (3) months from substantial completion of the works referred to in Sub-Article One of Article Ten (10.1) and Schedule Nineteen (19);

5. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Five (5)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Five (5)"), by not later than six (6) months from the date on which the Grantor receives a notice in writing to this effect from the Emphyteuta;

6. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Six (6)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Six (6)"), by not

later than the thirty first (31st) day of December of the year two thousand and one (2001);

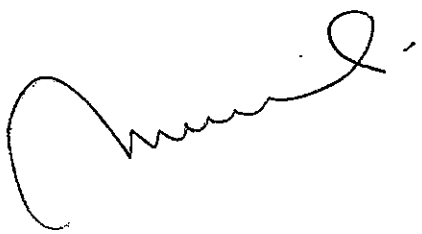
7. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Seven (7)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Seven (7)"), by not later than the thirty first (31st) day of December of the year two thousand (2000);

8. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Eight (8)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Eight (8)"), by not later than the thirty first (31st) day of December of the year two thousand (2000);

9. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Nine (9)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Nine (9)"), by not later than the thirty first (31st) day of December of the year two thousand (2000);

10. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Ten (10)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Ten (10)"), by not later than three (3) months from the date on which the Grantor receives a notice in writing to this effect from the Emphyteuta;

11. the site, including all constructions and structures thereon and thereunder and the airspace relative thereto, edged in red and marked as "Zone Eleven (11)" on the attached plan Land Drawing marked "LD174F/99" (hereinafter in this Schedule Eleven (11) and in Schedule Twelve (12) referred to as "Zone Eleven (11)"), by not later than six (6) months from the date of signing of this Deed.



SCHEDULE 12

CONSEQUENCES OF FAILURE TO GRANT VACANT POSSESSION (Article 5.2)

1. In the event that the Grantor fails to grant full vacant possession as provided in Article Five (5) and Schedule Eleven (11), the Grantor undertakes and binds itself to pay to the Emphyteuta by way of penalties for mere delay and without the right to any abatement or mitigation as follows:-

   (i) in respect of each of Zone One (1), Zone Three (3), Zone Four (4), Zone Seven (7), Zone Nine (9), Zone Ten (10) and Zone Eleven (11) (as defined in Clause One (1), Clause Three (3), Clause Four (4), Clause Seven (7), Clause Nine (9), Clause Ten (10) and Clause Eleven (11) of Schedule Eleven (11) respectively), the sum of one hundred and fifty Maltese liri (Lm150) per diem for the first (1st) six (6) months of delay and the sum of five hundred Maltese liri (Lm500) per diem for any subsequent period of delay;

   (ii) in respect of each of Zone Two (2), Zone Five (5), Zone Six (6) and Zone Eight (8) (as defined in Clause Two (2), Clause Five (5), Clause Six (6) and Clause Eight (8) of Schedule Eleven (11) respectively), the sum of one hundred Maltese liri (Lm100) per diem for the first (1st) six (6) months of delay and the sum of three hundred Maltese liri (Lm300) per diem for any subsequent period of delay;

2. In the event that the delay in granting full vacant possession in respect of any of the sites listed in Schedule Eleven (11) goes beyond the thirty first (31st) day of December of the year two thousand and one (2001), except where such delay is imputable to the Emphyteuta, the time limits for the performance of any obligation by the Emphyteuta relative to Manoel Island under this Deed including, without prejudice to the generality of the aforesaid, payment of groundrent and of premium and the carrying out of infrastructural and restoration works, shall be suspended for such period or periods starting one (1) month from the date the Grantor is notified by a judicial letter filed for this purpose by the Emphyteuta and ending on the date that the Grantor complies with its obligation to grant full vacant possession as aforesaid.

   For the purposes of this Clause, the amount of groundrent payable by the Emphyteuta in respect of Manoel Island shall be equivalent to one-half ($^1/_2$) of the total groundrent payable in respect of the entire Property under this Deed.

3. In the event that the Grantor fails to grant full vacant possession in respect of any of the sites listed in Schedule Eleven (11) by the thirty first (31st) day of December of the year two thousand and three (2003), except where such failure is imputable to the Emphyteuta, in addition to the consequences above-mentioned the Emphyteuta shall be entitled either:

(i) to demand the rescission of this emphyteutical concession in respect of the whole of the Property and a refund of the premium and/or consideration paid for the grant of the emphyteutical concession, the costs incurred in connection therewith, payment of compensation for any improvements and works carried out under this Deed which the Grantor undertakes to pay to the Emphyteuta without the right to any abatement or mitigation so however that the Emphyteuta shall not be entitled to exercise such right to rescind the emphyteutical concession in the event that any part of the Property (a) has already been Transferred (as defined in Schedule Twenty One (21)) and (b) cannot be returned to the Grantor; or

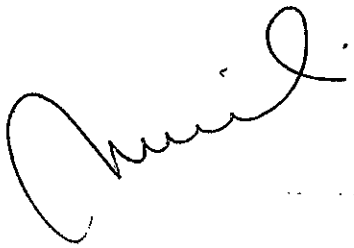
(ii) to demand the rescission of the emphyteutical concession in respect of the area or areas or any of the areas (at the Emphyteuta's option) in respect of which vacant possession has not been granted, a corresponding decrease in groundrent and a corresponding refund and/or reduction of the premium and/or consideration together with a refund of the costs incurred in connection therewith, payment of compensation for any improvements and works carried out in connection therewith, which the Grantor undertakes to pay the Emphyteuta without the right to any abatement or mitigation.

In this regard, the Emphyteuta is bound to limit costs to reasonable levels as long as vacant possession is not granted, taking into consideration on the one hand that such vacant possession is not yet granted, and, on the other hand, the fact that certain costs need to be incurred before vacant possession is granted so as not to unnecessarily delay the development of the Property when such vacant possession is in fact granted as stipulated in this Deed.

In either case, the Emphyteuta shall, as from the date of rescission (whether total or partial), be released from the obligation to pay any groundrent, premium or other consideration due under this Deed, and the obligation to carry out any works which it is obliged to perform under this Deed, in respect of the whole Property or, as the case may be, the part of the Property in respect of which the emphyteutical concession is rescinded.

In the case of (i) rescission of the emphyteutical concession in respect of the whole of the Property in terms of paragraph (i) of this Clause Three (3), the privilege registered over the Property in terms of Sub-Article Three of Article Four (4.3) and Schedule Ten (10) shall be cancelled in full, and (ii) rescission of the emphyteutical concession in respect of part of the Property in terms of paragraph (ii) of this Clause Three (3), the value of the privilege and the amount/s specified in Schedule Ten (10) for the purposes of execution and postponement of the privilege in respect of the Phase Area or Areas within which the said part of the Property is included shall be reduced accordingly and the said Phase Area or Are as shall be released from the effects of the said privilege accordingly.

Should the Emphyteuta demand the rescission of the emphyteutical concession (whether in respect of the whole or part of the Property) in terms of paragraphs (i) and (ii) of this Clause Three (3), the penalties for delay with respect to each area in respect of which the rescission has been so demanded shall unless they shall have otherwise ceased to run cease to so run when the relative deed of rescission is published.



SCHEDULE 13

YACHTING CENTRE
(Article 6)

1. Without prejudice to the generality of Sub-Article Two of Article Six (6.2), the Emphyteuta shall have the following rights:

   1.1 to have access to, develop, promote, use and operate for its exclusive benefit the facilities of the Yachting Centre including, without limitation, hard standing facilities, any buoys, moorings, wharves, jetties, piers, pontoons, boats and any fittings or appurtenances connected therewith and any property movable or immovable provided at such Yachting Centre;

   1.2 to grant mooring and/or berthing rights to third parties under such conditions as it may deem appropriate for the use of such facilities and the grant of such rights;

   1.3 to charge any fees it may deem appropriate for the use of such facilities and the grant of such rights;

   1.4 to impose at any time and from time to time, at the Emphyteuta's discretion, sea traffic restrictions in the Yachting Centre.

2. The functions, powers and rights granted to the Emphyteuta in terms of Sub-Article Two of Article Six (6.2) and this Schedule shall be subject to the overall control of the Maritime Authority in terms of the Malta Maritime Authority Act (Cap. 352 of the Laws of Malta).

3. The Emphyteuta commencing from the first (1st) day of April of the year two thousand and one (2001) shall pay the Maritime Authority an administration charge of five thousand Maltese liri (Lm5,000) per annum which shall increase to fifteen thousand Maltese liri (Lm15,000) per annum from the first (1st) day of April of the year two thousand and six (2006). These sums shall be payable annually in arrears on the first (1st) day of April of each year of the period of duration of the emphyteutical concession made under this Deed.

4. The Emphyteuta reserves the right to enter into any sub-contract, operation or management agreement or any similar agreement in respect of the whole or part of the Yachting Centre and in respect of all or any of the functions, powers and rights granted to it under Sub-Article Two of Article Six (6.2) and this Schedule.

5. It is understood and agreed that the contract entered into by the Maritime Authority and the Emphyteuta in terms of Sub-Article Two of Article Six (6.2) and this Schedule cannot be unilaterally terminated or varied.

Schedule 14

AWTORITÀ TA' L-IPPJANAR
PLANNING AUTHORITY

To: Midi Limited
Groundfloor
Il-Pjazzetta
Sliema SLM 16

Date: 15 October, 1999
Our Ref: PA 02135/94

Application Number: PA 02135/94
Application Type: Outline development permission
Date Received: 19 April, 1994
Approved
Documents : List of approved documents:

Heritage Studies Report

List of approved drawings:

Manoel Island:

Existing site survey	M 01	August 1998 (11a)
Layout Master Plan	M 02	October 1999 (11b)
Underground	M 03	October 1999 (11c)
Landscaping Scheme	M 04	October 1999 (11d)
Service & Emergency circulation - Surface	M 05	October 1999 (11e)
Service & Emergency circulation - Underground	M 06	October 1999 (11f)
Pedestrian and vehicular circulation	M 07	October 1999 (11g)
Phasing	M 08	October 1999 (11h)
Axonometric	M 09	October 1999 (11j)

Tigne` Point

Existing site survey	T 01	October 1994 (12a)
Layout Master Plan	T 02	October 1999 (12b)
Underground 1	T 03	October 1999 (12c)
Underground 2	T 04	October 1998 (12d)
Landscaping	T 05	October 1999 (12e)
Service & Emergency circulation - Surface	T 06	October 1999 (12f)
Service & Emergency circulation - Underground	T 07	October 1999 (12g)
Pedestrian and vehicular circulation	T 08	October 1999 (12h)
Phasing	T 09	October 1999 (12j)
Axonometric	T 10	October 1999 (12k)

Location: Manoel Island and Tigne' Point
Proposal: Mixed development for residential, commercial, tourism, recreational, cultural and marina-related use (in accordance with the development brief published by the Government of Malta, December 1992).

Awtorità ta' l-Ippjanar - Floriana. P.O. Box 200, Valletta CMR 01, Malta.
http://www.pa-malta.org e-mail: enquiries@pa-malta.org
Tel: (+356) 240976 Fax: (+356) 224846

Development Planning Act 1992 Section 33

Outline Development Permission

The Planning Authority hereby grants outline development permission in accordance with the application and plans described above, subject to the following conditions :

1. The Planning Authority hereby grants outline development permission for the principal uses, general layout, schedule of accommodation as detailed in the annex to this permission provided the maximum heights indicated in the plans are not exceeded, and those details that have not been reserved for subsequent approval of the development proposed and in accordance with the revised versions of the plans submitted with this application as follows:
   M01 to M09 (11a to 11h, 11j) and T01 to T10 (12a to 12h: 12j, 12k).

2. The detailed designs submitted as part of the full development application/s shall take into account the drawings M 10 to M39 and T11 to T36 as attached in the Environmental Impact Statement.

3. The Heritage Studies Report is approved. The Environmental Impact Statement is also approved, with the condition that a second level of additional studies identified in condition 26 below, will also be required before the consideration of the Full Development Application relative to the appropriate phase. The Traffic Impact Statement still requires further amendments and is not being approved.

4. This outline permission approves only the layout, schedule of accommodation as detailed in the annex to this permission provided the maximum heights indicated in the plans are not exceeded and the principal uses of the development at Manoel Island and Tigne` Point as indicated in the approved plans are maintained. The internal and external designs of the buildings and structures shall be assessed as part of the Full Development Application relevant to each specific phase. The proposed development floorpace approved by this Outline Permission is detailed as an Annex to this Permit.

5. RESERVED MATTERS

   No works shall commence on site on any phase until full development permission has been granted for the particular phase of the development. Separate full development applications for each phase may be submitted for consideration by the Planning Authority subject only that an Outline Construction Management Plan and an Outline Environmental Management Report have also been submitted to the satisfaction of the Planning Authority for approval. The following reserved matters still require approval by the Planning Authority as part of a full development application and details of these reserved matters should be submitted for the approval of the Planning Authority within the period indicated and in accordance with the approved phasing plan. All detailed designs, and other studies and reports, relative to the phase for which Full Development permission is sought, shall be submitted to the Planning Authority at least 6 months prior to the projected commencement of work on site. The award of a Full Development Permit shall not, in itself, be an approval to commence work on site, unless this is also in accordance with the Lease Agreement.

6. MARINA & BREAKWATER CONSTRUCTION AND DESIGN - The breakwater and marina are hereby permitted only in principle. The design, size and actual location of the breakwater and marina are subject to further studies and tests. Further detailed technical studies of the breakwater and marina design must be submitted to and approved by the Planning Authority in writing, prior to the commencement of any construction works. These include: a full marine survey (extent of area to be indicated by the PA), a 3D mathematical study, detailed cross sections, dredging operations, flushing proposals and resulting retention times for water circulation within the proposed marina, wave disturbance at the marina entrance and overtopping of the breakwater. These studies should determine all refinements to design, the collection of relevant data (water climate, currents and water circulation, number of vessel movements and volumes of material transported) and be corraborated by an independent technical expert. The breakwater location and construction methodology must take into consideration the presence of historic wrecks in the locality. The need, design, size and actual location of the breakwater are subject to further studies and tests. This is also to include a report detailing the methodology with regard to dredging activity including , volumes of material to be dredged, projected duration of dredging, the number and type of equipment to be used and frequency of dredging activities and potential impacts. This should also include a comprehensive analysis of the physical and chemical properties of the sediment substrate in the area to be dredged and an assessment of the extent and significance of potential marine ecology impacts resulting from dredging activity, land reclamation, the construction of the breakwater and the transportation of excavation and demolished material by sea transportation as indicated in Section 8 of the EIS. This study should also identify the sources of pollutants within Lazzaretto Creek. These detailed studies are to be submitted prior to the consideration of the Full Development Application relative to any harbour works.

7. TOWER BLOCK - The principle of the tower block is hereby being approved subject to the submission of an acceptable design which should include the details as indicated hereunder and after further consideration of the impacts, particularly the shadowing effects and the visual impact analysis and conflict with Valletta. The development shall not in any case exceed the current proposed height of 23 storeys and floorspace. Detailed plans and designs (at scale 1:100 and 1:200) must be submitted as part of the Full Development Application, covering alternative designs and preferred design concept (including heights), elevational treatment, floor plans, structural arrangements, servicing of building, materials to be used and method of employment, means of escape in case of fire and fire prevention/protection measures, description of general construction methods including any special forms of construction with special reference to opening of windows), full details of all roof structures, servicing of building (e.g. movement of people, services, goods, with special reference to a possible restaurant on the top floor). The volume of the proposed tower block, but not the current footprint, is being approved in this outline application. These detailed studies are to be submitted prior to the consideration of the Full Development Application relative to the Tower Block.

8. SOUTHERN APARTMENTS ON TIGNE` - The development of the southern apartment blocks is being approved in principle only. Detailed plans (at each floor level at scale 1:200) showing elevations and sections of all buildings which demonstrate the form, height, size and scale of each building and their relationship to each other, giving details of all/any roof structures, should be submitted. Site sections, including at least two N-S and two E-W (Scale 1:1000 and 1:200) and a schedule of proposed materials and

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colours should also be provided. The volume of the proposed apartments is being approved in this Outline Application. These detailed studies are to be submitted prior to the consideration of the Full Development Application relative to the Southern Apartments.

9. CONSTRUCTION MANAGEMENT PLAN - Before the submission of any Full Development Application, an Outline Construction Management Plan shall be submitted for the whole project, showing all construction access points; storage areas for materials and plant; construction programme; protection measures for retained buildings, structures, ecological areas and landscapes; the location of disposal sites for material from demolition and excavation; the means of transport to disposal sites and scheduling and phasing of the construction of the project. The report should also address those issues identified in the EIS and the TIS as requiring assessment on the submission of this report. The developer will be required to submit separate detailed Construction Management Plans for each phase of development before the consideration of Full Development Applications for development of the relative phase.

10. DETAILED LANDSCAPING PLAN - : a detailed plan (1:200 scale) indicating the soft and hard landscaping works intended for the project shall be submitted to be approved by the Planning Authority as part of an application for Full Development Permit for a specific phase. This should indicate which existing vegetation will be removed and what additional vegetation will be planted and any transplanting that will take place. With regard to new planting, the type of species, size and numbers are to be indicated, and any earth mounding, hard landscaping (roads, footpaths and other areas), all fencing and walling, street furniture and lighting, soft and hard ground cover and proposals for landscape maintenance are also to be identified.

11. RESTORATION WORKS - A Restoration Method Statement Report is to be submitted to the Planning Authority and the Museums Department for approval as part of an application for Full Development Permit relative to a specific phase which includes restoration works. This must indicate the buildings and structures to be restored, in line with the Heritage Studies Report, the restoration techniques to be used, materials to be applied, detailed designs, usage and the phasing of the restoration works. Any historic remains that will be demolished as part of the development (e.g. Garden Battery) should be fully recorded as directed by the Museums Department, prior to any interventions. All details must be approved in writing by the Planning Authority in conjunction with the Museums Department and all records forwarded to the Planning Authority and the Museums Department.

12. All restoration and intervention works must be monitored by a Restoration Monitoring Committee that will be appointed by the Planning Authority in conjunction with the Museums Department to oversee that the restoration works are carried out as per Restoration Method Statement Report approved by the Planning Authority. Expenses related with the functions of this Committee shall be borne by the developer.

13. EXTERNAL APPEARANCE, DESIGN & MATERIALS - detailed floor plans, elevations and sections of all buildings proposed at Tigne' Point and Manoel Island should be submitted as part of an application for Full Development Permit relative to each phase. The plans and drawings should show the form, height, size and scale of each building and their relationship to each other, giving details of all roof structures. These plans are to be submitted for each floor at scale 1:200. In addition, site sections, including at least two N-S and two E-W (Scale 1:1000 and 1:200) and a schedule of proposed materials and colours should be submitted.

14. UTILITY AND SERVICING PROVISION - detailed plans showing layout of all utilities (Scale 1:500) which must be laid underground shall be submitted as part of the application for development permission. These plans shall include connections to public networks, any proposed substations and plant rooms (and their details), location of all pumping facilities and drainage balancing tanks, water tank/reservoirs (including rainwater collection facilities), proposals for all waste disposal, including refuse disposal and collection, irrigation details and marine services. Full details of piping, water conservation techniques, water consumption rates, proposed swimming pools, electricity conservation measures, telephone lines and cable TV lines shall be submitted. Existing water cisterns should be retained and re-used for water storage.

15. MONITORING PROGRAMME - a full monitoring programme shall be submitted to the Planning Authority for its approval in writing, as part of the application for Full Development Permission for any phase of the works as relative. This monitoring programme shall commence at least 3 months prior to the commencement of any construction activity, and then be carried out and followed by a report to the Planning Authority - every month before and during the marina and breakwater construction and then every three months until the development is completed. The programme should be undertaken by an independent body, appointed and managed by the Planning Authority and financed by the applicant and shall monitor all detailed conditions as specified in the Full Development Permit including the Construction Management Plan and the Environmental Management Programme for each phase, the marine environment specifically to: record changes in nutrient and oxygen levels, turbidity, chlorophyll contents, microbiological indicators, levels of organotin and petroleum hydrocarbons in water, sediments and biota, and, in the terrestrial environment to: detect any signs of deterioration in the fauna. All monitoring elements shall, within this Programme, be assigned damage threshold limits beyond which such damage would be considered unacceptable.

16. A REFUNDABLE BANK GUARANTEE of Lm 100,000 shall be deposited with the Planning Authority, prior to the commencement of the development of any phase. The guarantee shall be returned to the developer upon the satisfactory completion of the phase in compliance with the permit conditions. In the case of two or more phases starting concurrently the overall amount of the bank guarantee shall not exceed Lm 150,000. Except that in the case of the phase that includes the breakwater and the marina, the bank guarantee shall be Lm 75,000, Lm 25,000 of which shall be returned upon satisfactory completion of the phase, and the remaining Lm 50,000 will be returned to the applicant two years after the completion of the specific works, provided that no unacceptable damage has resulted during the operation of the completed development. This bank guarantee will be forfeited if, in the opinion of the Planning Authority, any unacceptable damage (as defined within the Monitoring Programme) occurs to the terrestrial ecological areas and to the marine environment, or if the construction management does not achieve all the standards required and stated within the Construction Management Plan relative to this phase.

17. MONITORING OF WORKS - The developer shall be responsible for the expenses incurred by the Planning Authority to engage specific professional expertise (after seeking proposals for such monitoring through a tender process) to monitor all construction activity taking place on site in terms of the obligations specified in this permit. The Planning Authority shall appoint, at the developer's expense, a team of consultants to undertake the monitoring programme as specified in conditions 15, 21 and 23 and as specified in other reports to be undertaken to fulfill the conditions of this permit.

18. PUBLIC ACCESS - All areas shown for public access shall be retained for public use. The foreshore and historic buildings should, as much as possible, be made accessible throughout the construction and operational phases. If specific areas are to be closed off for a period of time, a notice shall be erected explaining such action indicating when it is expected that the area is to be made accessible once again. Accessibility to the public will not be allowed in areas which are still under construction and which may impair the safety of the general public. Accessibility along the foreshore should be retained and other access routes must be kept free of all development and private land use, including jetties, structures, boat storage and beach concessions. Detailed proposals shall be submitted showing any private areas and how they relate to public areas and full details submitted showing all enhancement measures for public access. The area indicated as site 15 on the Master layout Plan for Tigne Point (T 02) shall remian open for public access and suitably managed and maintained to afford facilities for leisure, bathing and similar activities for the public with the minimum of physical intervention.

19. ACCESS TO PUBLIC BUILDINGS - all buildings used by the public must have appropriate access, toilets and internal arrangement for the disabled (including self-propelled wheelchair users), the elderly and children in prams and pushchairs. Also adequate provision must be made for access and parking for the physically impaired. Details will be submitted for approval by the National Commission for the Disabled.

20. FIRE, VENTILATION & SAFETY REPORTS - Reports shall be prepared, at the expense of the developer, by independent consultants approved by the Planning Authority. These Fire, Ventilation and Safety Reports shall be submitted with the Full Development Applications for each building and structure forming part of each phase of the development. Prior to the commencement of use of each building or structure, the independent consultants shall certify that the measures required by the above mentioned reports have been complied with.

21. MARINE & LAND ARCHAEOLOGY STUDIES - a proper marine archaeology survey and sub-bottom profiling study as well as a land archaeology survey shall be carried, at the expense of the developer, by an independent qualified archaeologist, and approved by the Planning Authority and the Museums Department, and in accordance with terms of reference which will be prepared by the Museums Department in consultation with the Planning Authority. The terms of reference will indicate the extent of the area to be surveyed and the method to be used. The reports shall be submitted to the Planning Authority for approval, the marine archaeology report being submitted prior to the Full Development Application relative to the harbour works, and the land archaeology survey prior to the Full Development Application relative to any development on Manoel Island. The independent archaeologist shall be required to supervise all works which may impact on any potential archaeological remains.

22. ENVIRONMENTAL MANAGEMENT REPORT - an Outline Environmental Management Report shall be submitted to the Planning Authority prior to the submission of any Full Development Application Permission. A detailed Environmental Management Report relative to each phase shall be submitted prior to the consideration of any Full Development Application for a building or structure within the specific phase. This report will indicate what measures will be taken to ensure that the ecological areas and the general environment are protected both during the construction phases as well as on completion of the project. This report is to be approved by both the Planning Authority and the Environment Protection Department.

23. CONTROL OF POLLUTION - all measures relating to the control of pollution both during the construction works and during the operation of the completed development are to be indicated. In addition, all construction and other non-toxic waste materials, during construction, shall be transported, using an approved construction traffic route, to an approved dumping site to the satisfaction and written approval of the Environment Protection Department. No waste material shall be deposited or allowed to flow into the sea during both construction and operation of the proposed development. Full details must be provided as to how any pollution from the proposed marina (once in full operation) will be prevented from being released into the harbour. Any sea transport use and/or disposal at sea is to be approved by the Malta Maritime Authority.

24. ENTRANCE TO MANOEL ISLAND - Further detailed designs (at scale 1;100 and 1:200) including sections and elevations are to be submitted for approval by the Planning Authority, prior to consideration of the relative full development application. This would cover alternative designs and preferred design concept (including height), elevational treatment and floor plans.

25. INTERPRETATION PLAN: The developer shall submit an Interpretation Plan, with the Restoration Programme of any heritage building or structure. This is also to be submitted with the Environmental Management Plan for the ecological areas, so as to include details on the interpretation of the historical and ecological resources at the respective parts of Manoel Island and Tigne` Point. The reports should indicate which interpretive media will be used and how this will integrate with the rest of the activity and development going on at both sites. The reports should be submitted as part of the submissions required in respect of each phase of development.

26. FURTHER STUDIES AS INDICATED IN THE ENVIRONMENTAL IMPACT STATEMENT (EIS) - The EIS has identified a number of further studies to be carried out prior to the submission of the Full Development Application relative to the particular phase. The following studies will have to be carried out, at the expense of the developer by independent consultants approved by the Planning Authority:

- An Ecological Appraisal Survey (flora and fauna) shall be carried out within 6 weeks of the issue of this permit to identify important areas that are to be monitored over a period of one year.
- More detailed Floral and Faunal studies in the areas identified in the preliminary appraisal (to be carried out over different seasons for a period of one year) which will include identifying the types of species present on both sites (Manoel Island and Tigne` Point), their location and hence the ecological implications of the development, particularly the impacts of visitors on the fauna in public areas.
- A baseline ecological survey at a small shingle beach on the northern shore of Manoel Island.
- A Decontamination Plan, as indicated in the EIS, will be undertaken in the area currently occupied by the submarine fuel tanks. This plan will detail the methodology and procedures for decontamination, mitigation measures and precautions to be taken to safeguard the species (particularly the Winged Radish) in the area. This must be approved by the Planning Authority and the Environment Protection Department.
- A Study estimating the amount of and type of waste to be generated from the proposed development, as indicated in the EIS.

27. Details of these reserved matters should be submitted for the approval of the Planning Authority within twelve months of the date of this permission.

Francis Tabone
Secretary
Planning Authority

ANNEX

DETAILED SCHEDULE OF ACCOMMODATION MANOEL ISLAND/ TIGNE' POINT DEVELOPMENT

USE	UNITS	GROSS AREA IN SQ M
MANOEL ISLAND		
Residential		
Marina South	191	38172
Marina Central	159	28695
Manoel Sports club	52	9660
Lazzaretto	84	17363
Marina North	13	2496
Lazzaretto hostel		1950
Lazzaretto Casino	1	2868
Commercial - Retail/Catering		
Marina South		7186
Marina Central		1247.5
Lazzaretto		6320
Fort Manoel		5000
Marina Lido		1470
Marina Mall - Retail Mall		5600
Marina Mall - Yacht Yard Building		2250
Offices		
Fort Manoel		1100
Marina	347 berths	
Sports facilities		
Marina Lido Sports centre - built facilities		2000
Marina Lido Sports centre - open area		2000
Manoel Sports club - built facilities		1800
Manoel Sports club - open area		10400
Car parking spaces		
Marina South	789	25970
Marina Central	530	15500
Manoel Sports club	295	9220
Marina Mall	120	3700
Marina North	289	8670

USE	UNITS	GROSS AREA IN SQ M
TIGNE' POINT		
Residential		
Tigne' Sports	12	2175
Tigne' South	151	28430
Tigne' Plaza	36	6545
Tigne' North One	62	11100
Tigne' North Two	60	10700
Tigne' North Three	92	16550
Offices		
Tigne' South		4000
Tigne' Plaza		2756
Tigne' North One		3930
Tigne' North Two		3780
Commercial - Retail/Catering		
Tigne' Sports		5932
Tigne' South		2000
Tigne' Plaza		8000
Fort Tigne'		940
Tigne' North One		2360
Tigne' North Two		2268
Tigne' North Three		1050
Hotel		
Tower	300 rooms	13447
Front Block		2964
Underground		3128
Sports facilities - built facilities		
Tigne' Sports		5283
Tigne' South		565
Sports facilities - open area		
Tigne' Sports		7145
Tigne' South		2980
Car parking spaces		
Tigne' Sports	325	9840
Tigne' South	350	10500
Tigne' Plaza	90	2685
Tigne' North One	88	2620
Tigne' North Two	76	2520
Tigne' North Three	108	3240

Notes To Applicant

Right of Appeal

You have a right to Appeal under Section 37 of the Development Planning Act 1992 if you feel aggrieved about the decision. You may either :

(i) Request the Planning Authority to reconsider the decision; or
(ii) Appeal to the Appeals Board against the decision.

Time Limits

(i) Requests for reconsideration MUST be made within 14 days of the receipt of the decision by the applicant;
(ii) Appeals to the Appeals Board MUST be made within 30 days of the receipt of the decision by the applicant;

Where a request for a reconsideration of a decision by the Planning Authority has been made within the time limit set above, the 30 day period for making an appeal starts when the Authority's reply on the reconsideration is received, and if no reply is received within 30 days, the period for making an appeal commences on the date on which the Authority should have determined the reconsideration, ie 30 days from the date on which the request for reconsideration was received by the Authority.

Fees for Requests for Reconsiderations and Appeals

In either case there is a fee to be paid, which should accompany the request for Reconsideration or the Appeal. The fees are :

- for a Reconsideration 3% of the Development Permit Fee paid in respect of the original application subject to a minimum of Lm 30.00.
- for an Appeal 5% of the Development Permit Fee paid in respect of the original application subject to a minimum of Lm 80.00.

Form of Requests for Reconsiderations and Appeals

Requests for Reconsideration and Appeals should be submitted on the appropriate form, and accompanied by the fee. In addition a statement setting out the reasosn for the request for reconsideration should be submitted. This statement should be detailed and directed towards the reasons or for the imposition of condition(s) as appropriate. It MUST contain the reasons for requesting reconsideration. The appeal must be accompanied by an application containing grounds for the appeal and the request of the appellant.

The request for reconsideration should be either submitted by hand directly to the Planning Shop, Block 1, St. Francis Ravelin, Floriana or sent by post to the Secretary, Development Control Commission, The Planning Authority, St. Francis Ravelin, Floriana, PO Box 200, Valletta CMR 02. The Appeal should be either submitted by hand directly to the Planning Appeals Board Secretary, Block 2, St. Francis Ravelin, Floriana, or sent by post to Planning Authority Appeals Board, PO Box 172, Valletta.

Requests for Reconsideration and Appeals must also be accompanied by the receipts showing that the Building Levy due in respect of the application has been paid.

SCHEDULE 15

DEVELOPMENT PHASING - MANOEL ISLAND
(Article 6.1, 6.5, 8 and 9.3)

SCHEDULE 16

DEVELOPMENT PHASING - TIGNE' POINT
(Article 6.5, 8 and 9.3)

SCHEDULE 17

COMPLETION OF PHASES
(Article 8.1.3)

Tigne Point	
PHASE AREA (as defined in Schedule Twenty One (21))	**TIME-PERIOD**
Tigne' South	five (5) years
Tigne' Sports	three (3) years
Fort Tigne'	four (4) years
Tigne' Plaza	three (3) years
Tigne' North One	three (3) years
Tigne' North Two	three (3) years
Tigne' North Three	three (3) years
Tigne' Tower	five (5) years

Manoel Island	
PHASE AREA (as defined in Schedule Twenty One (21))	**TIME-PERIOD**
Marina South	six (6) years
Marina Central	five (5) years
Lazzaretto	six (6) years
Manoel Sports Club and Lidos	four (4) years
Marina Mall	three (3) years
Marina North	three (3) years

SCHEDULE 18

PUBLIC AREAS
(Article 8.2 and 12)

Tigne' Point

1.1 Public Areas (washed in orange on the attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B)):

(a) The area marked number one (1) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately one thousand nine hundred and thirteen square metres (1,913 m²) bounded on the North-West and North-East by public roads, and on the South-East by property being granted by virtue of this Deed;

(b) The area marked number two (2) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately two thousand eight hundred and thirty two square metres (2,832 m²) bounded on the South-West and South-East by the foreshore, and on the North-East by property being granted by virtue of this Deed;

(c) The area marked number three (3) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately eight thousand one hundred and fourteen square metres (8,114 m²) bounded on the South by the foreshore, and on the North-East and North by property being granted by virtue of this Deed;

(d) The area marked number four (4) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately twenty two thousand five hundred and forty five square metres (22,545 m²) bounded on the North, East and South by the foreshore;

(e) The area marked number five (5) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately six hundred and twenty five square metres (625 m²) bounded on all sides by property being granted by virtue of this Deed.

1.2 Subterranean Areas underlying Public Areas to be developed and destined for use by the Emphyteuta (washed in blue on the attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B)):

(a) The area marked with the letter 'A' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B)

having an area of approximately nine thousand seven hundred and ninety two square metres (9,792 m²), bounded on all sides by property being granted by virtue of this Deed;

(b) The area marked with the letter 'B' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately one thousand one hundred and ninety seven square metres (1,197 m²), bounded on all sides by property being granted by virtue of this Deed.

1.3 Subterranean Areas underlying Public Areas consisting of tunnels and chambers destined for use by the Emphyteuta (washed in green on the attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B)):

(a) The area marked with the letter 'C' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately ninety two square metres (92 m²) and accessible from a ditch;

(b) The area marked with the letter 'D' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately ten square metres (10 m²) and accessible from the Fort;

(c) The area marked with the letter 'E' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately six square metres (6 m²), accessible from the Fort and having a separate entrance on the Public Area marked number four (4) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) which Public Area is referred to in paragraph (d) of Sub-Clause One of Clause One (1.1) of this Schedule;

(d) The area marked with the letter 'F' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately five square metres (5 m²) and accessible from the foreshore and from the Fort;

(e) The area marked with the letter 'G' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately seventy eight square metres (78 m²), and accessible from the Public Area marked number three (3) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) which Public Area is referred to in paragraph (c) of Sub-Clause One of Clause One (1.1) of this Schedule;

(f) The area marked with the letter 'H' on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately one hundred and three square metres

(103 m²), and accessible from the Public Area marked number three (3) on the said attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) which Public Area is referred to in paragraph (c) of Sub-Clause One of Clause One (1.1) of this Schedule.

All the above described subterranean tunnels and chambers are each bounded on all sides by property being granted by virtue of this Deed.

1.4 The measurement of the Public Areas in the area bordered in violet on the attached plan Land Drawing LD175C/99 marked Schedule Eighteen letter 'B' (18B) having an area of approximately five thousand seven hundred and sixty square metres (5,760 m²) and bounded on the North-West by Government property, and on the South-East and South-West by property being granted by virtue of this Deed, will be determined when the actual development has been carried out.

Manoel Island

2.1 Public Areas (washed in orange on the attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A)):

(a) The area marked with the letter 'A' on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and ten square metres (110 m²) bounded on the South-West by the foreshore and on the North-West and East by property being granted by virtue of this Deed;

(b) The area marked with the letter 'B' on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately three thousand two hundred and five square metres (3,205 m²) bounded on the North-East, South-East and South-West by property being granted by virtue of this Deed;

(c) The area marked with the letter 'C' on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately two thousand and twenty five square metres (2,025 m²) bounded on the South by the foreshore and on the West and East by property being granted by virtue of this Deed;

(d) The area marked with the letter 'D' on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and eight thousand nine hundred and ninety one square metres (108,991 m²) bounded on the North and South by the foreshore and on the East by property being granted by virtue of this Deed and also by the foreshore.

2.2 Subterranean Areas underlying Public Areas to be developed and destined for use by the Emphyteuta (washed in blue on the attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A)):

(a) The area marked number one (1) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately four hundred and seventy square metres (470 m²) bounded on the North-East, South-West and South-East by property being granted by virtue of this Deed;

(b) The area marked number two (2) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately three hundred and fifty square metres (350 m²) bounded on the North-West, South-East and North by property being granted by virtue of this Deed;

(c) The area marked number three (3) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately six hundred and fifty square metres (650 m²) bounded on the North-East, South-West and South-East by property being granted by virtue of this Deed.

(d) The area marked number three letter 'A' (3A) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately two thousand nine hundred square metres (2,900 m²) bounded on all sides by property being granted by virtue of this Deed.

2.3 Subterranean Areas underlying Public Areas consisting of tunnels and chambers destined for use by the Emphyteuta (washed in green on the attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A)):

(a) The area marked as number four (4) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one thousand eight hundred and eighty five square metres (1,885 m²) bounded on all sides by property being granted by virtue of this Deed, and is accessible from a tunnel in the Public Area marked number three (3) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) which Public Area is referred to in paragraph (c) of Sub-Clause Two of Clause Two (2.2) of this Schedule;

(b) The area marked as number five (5) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and thirty square metres (130 m²);

(c) The area marked as number six (6) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately thirty one square metres (31 m²);

(d) The area marked as number seven (7) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately thirty one square metres (31 m²);

(e) The area marked as number eight (8) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately thirty one square metres (31 m²);

(f) The area marked as number nine (9) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and eighty seven square metres (187 m²);

(g) The area marked as number ten (10) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and ninety eight square metres (198 m²);

(h) The area marked as number eleven (11) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and seventy six square metres (176 m²);

(i) The area marked as number twelve (12) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and eighty five square metres (185 m²);

(j) The area marked as number thirteen (13) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and eighty seven square metres (187 m²);

(k) The area marked as number fourteen (14) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately thirty one square metres (31 m²);

(l) The area marked as number fifteen (15) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately thirty one square metres (31 m²);

(m) The area marked as number sixteen (16) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately thirty one square metres (31 m²);

(n) The area marked as number seventeen (17) on the said attached plan Land Drawing LD174B/99 marked Schedule Eighteen letter 'A' (18A) having an area of approximately one hundred and thirty square metres (130 m²).

The subterranean tunnels and chambers described in paragraphs (b) to (n) of this Sub-Clause Three of Clause Two (2.3) are all accessible from the Ditch of Fort Manoel and each is bounded on all sides by property being granted by virtue of this Deed.

SCHEDULE 18A

PUBLIC AREAS - MANOEL ISLAND
(Article 8.2 and 12 and Schedule 18)

SCHEDULE 18B

PUBLIC AREAS - TIGNE' POINT
(Article 8.2 and 12 and Schedule 18)

SCHEDULE 19

SPECIFICATION OF RECLAMATION WORKS FOR MANOEL ISLAND YACHT REPAIR YARD
(Article 10.1)

The works shall consist of a re-alignment of the wharf to conform with the attached plan Land Drawing LD174C/99 marked Schedule Fifteen (15), subject to the approval of the Planning Authority, consisting of a concrete wharf enclosing compacted fill material and a concrete finishing slab. The quay extension shall be capable of carrying a maximum load of five (5) tons for bollard pull and seventy-four (74) tons wheel pressure. It shall include a service trench, of cross section of five hundred millimetres (500 mm.) by six hundred millimetres (600 mm.) wide, running parallel to wharf, linked to the existing. The works shall include ring bolts, capable of carrying a pull of one (1) ton fixed recessed into the face of the new wharf at a distance of five (5) metre centres, a recessed ladder incorporated in the wharf, and foundation bases for lighting poles. The quay shall include a dock, as indicated on the aforementioned plan, capable of carrying the same loadings. The existing travel hoist shall be blocked for use as a washing well.

SCHEDULE 20

RELOCATION OBLIGATIONS
(Article 10.2)

1. The Emphyteuta shall, by not later than twenty four (24) months from the date of issue of the relative Full Development Permit (not being one subject to appeal or reconsideration), construct and finish as per the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy-five letter 'E' bar ninety nine (LD175E/99) and specifications marked "Attachment 20A" and transfer to the Grantor, twelve (12) residential premises at Tigne' Point including relative airspaces, and edged in red on the said plan, and including all the common parts thereof washed in yellow on the said plan, and two (2) car parking spaces with each of the residential premises edged in blue on the said plan. All the above mentioned immovables are still unbuilt and will be accessible from a planned unnamed road. The Grantor shall owe to the Emphyteuta, by way of consideration for the obligation of the Emphyteuta mentioned above, the sum of twenty five thousand Maltese liri (Lm25,000) in respect of each and every residential premises together with their relative car parking spaces. Such sums shall be set-off by the Emphyteuta as provided in and in accordance with Sub-Article Four of Article Ten (10.4) of this Deed on completion of each residential premises as per the relative plan and specifications referred to above. The Emphyteuta shall apply for the relative Full Development Permit by not later than three (3) months from the date of signing of this Deed.

2. The Emphyteuta shall, by not later than thirty (30) months from the date of issue of the relative Full Development Permit (not being one subject to appeal or reconsideration), construct and finish as per the attached plan Land Drawing LD175E/99 and specifications marked "Attachment 20B" and transfer to the Grantor, the sports facilities at Tigne' Point, including relative airspaces, edged in green on the said plan, which are intended for use by the 'Assocjazzjoni Sportiva Tigne'. The Grantor shall owe to the Emphyteuta, by way of consideration for the obligation of the Emphyteuta mentioned above, the sum of two hundred thousand Maltese liri (Lm200,000). Such sum shall be set-off by the Emphyteuta as provided in and in accordance with Sub-Article Four of Article Ten (10.4) of this Deed on completion of the said sports facilities as per the plan and specifications referred to above. The Emphyteuta shall apply for the relative Full Development Permit by not later than three (3) months from the date of signing of this Deed.

3. The Emphyteuta shall construct and finish as per the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy four letter 'E' bar ninety nine (LD174E/99) and specifications marked "Attachment 20C" and transfer to the Grantor, the football pitch and ancillary facilities, the 'bocci' pitch and the Club House, at Manoel Island indicated and edged in red on the said plan. The said football pitch with ancillary facilities will have an overall area of approximately eight thousand two hundred and fifty eight square metres (8,258 m^2) and is bounded on the North, South and East by property being granted by virtue of this Deed, the 'bocci' pitch will have an area of approximately four

hundred and three square metres (403 m²) and is bounded on all sides by property being granted by virtue of this Deed, and the Club House will have an area of approximately eighty eight square metres (88 m²) and is bounded on all sides by property being granted by virtue of this Deed. The Grantor shall owe to the Emphyteuta, by way of consideration for the obligation of the Emphyteuta mentioned above, the sum of one hundred and fifty thousand Maltese liri (Lm150,000). Such sum shall be set-off by the Emphyteuta as provided in and in accordance with Sub-Article Four of Article Ten (10.4) of this Deed on completion of the said pitches and facilities as per the plan and specifications referred to above.

4. The Emphyteuta shall, at its own cost and expense, construct and finish as per the attached plan Land Drawing letter 'L' letter 'D' one hundred and seventy five letter 'D' bar ninety nine (LD175D/99) and specifications marked "Attachment 20D" and transfer to the Grantor, the football pitch and ancillary facilities at Tigne Point shown in grey on the said plan, which are intended for use by the Sliema Wanderers Football Club. The said football pitch together with the adjacent Club House shall be at first floor level and shall be of an area of approximately eight thousand seven hundred and four square metres (8,704 m²) and is bounded on the North-East, South-East and South-West by property being granted by virtue of this Deed, whilst the ancillary facilities situated at the basement level and groundfloor level will have an area of approximately one thousand five hundred and ninety three square metres (1,593 m²) and are bounded together (since they are contiguous) on the North-East, South-East and South-West by property being granted by virtue of this Deed. The area below the level of the above described football pitch, excluding the area occupied by the underlying ancillary facilities, will continue to be subject to this emphyteutical concession, as is better explained in the said plan Land Drawing LD175D/99.

ATTACHMENT 20A

SPECIFICATION OF BUILDING WORKS IN RESPECT OF TIGNE' POINT RESIDENTIAL PREMISES
(Clause 1 of Schedule 20)

The external appearance, and hence the position of doors and windows, shall be subject to the approval by the Planning Authority of the Full Development Application. The accommodation in each apartment is indicated in separate drawings.

The works shall consist of:

(i) A shell erected of limestone or concrete blockwork masonry walls, and reinforced or prestressed concrete slabs and beams;

(ii) Floor finishes consisting of terrazzo tiles, laid on a mortar bedding, grouted and polished;

(iii) Internal staircases with a granolithic finish ("mozajk") sprinkled with coarse chromite grains, and with wrought-iron railings;

(iv) External, public staircases with White Carrara marble finish and with wrought-iron railings;

(v) A waterproofing and insulating system installed on the roof of the top storey, consisting of polystyrene sheets laid over the structural slab, screeded in bays to the appropriate falls, and covered with a three millimetres (3 mm.) thick, polyester reinforced flexible waterproofing membrane, with a UV-resistant protective layer;

(vi) Cement-sand rendering of all internal concrete surfaces, pointing and scraping down of all internal wall surfaces, and painting of all internal surfaces with three coats of lime-wash;

(vii) Pointing, rendering and painting of all external surfaces, in accordance with the conditions of the Full Development Permission issued by the Planning Authority;

(viii) Ceramic tiling in the walls and floors of all toilet/bathroom areas, complete with hot and cold water plumbing, and drainage installation, to the same areas;

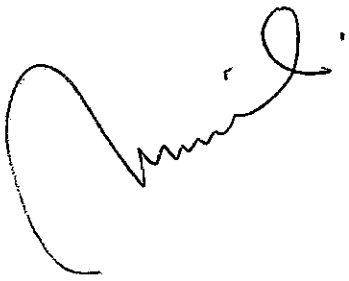
(ix) Internal doors with spray-painted parana frames, and melamine faced, blockboard leaves, with brush- or spray-painted finish, and complete with hinges and handles;

(x) External apertures, in accordance with the conditions of the Full Development Permission issued by the Planning Authority, and complete with glazing, locks, and weather-stripping;

(xi) Roof water tanks and necessary pipework to provide water to each of toilet/bathroom/kitchen area of each apartment;

(xii) Electrical power and lighting installation in each apartment, including general internal lighting, lighting of any courtyards or back yards, staircases or other common areas, at least two (2) double power points per room distributed in the apartments, and complete with consumer units for each apartment;

(xiii) Low voltage installation consisting of one Cable TV conduit and one telephone conduit, terminating in the living room of each apartment.



ATTACHMENT 20B

SPECIFICATION OF BUILDING WORKS IN RESPECT OF SPORTS FACILITIES AT TIGNE' POINT FOR THE ASSOCJAZZJONI SPORTIVA TIGNE'
(Clause 2 of Schedule 20)

The accommodation shall consist of:

(i) a space at ground floor level, measuring approximately eighty three metres (83 m.) by eighteen metres (18 m.) and eighteen metres (18 m.) by fifteen metres (15 m.), that is a total gross area of approximately one thousand seven hundred and sixty four square metres (1764 m²), divided into approximately fifteen (15) units of unequal size, as indicated in plan Land Drawing LD175E/99 attached to Schedule Twenty (20) of this Deed, and subject to the exigencies of the Planning Authority and of the structural system of the complete block;

(ii) a space at first floor level, measuring approximately twenty five metres seventy five centimetres (25.75 m.) by fifteen metres (15 m.), that is a total gross area of approximately three hundred and eighty six point two five square metres (386.25 m²), divided into approximately four (4) units of unequal size, as indicated in plan Land Drawing LD175E/99 attached to Schedule Twenty (20) of this Deed, and subject to the exigencies of the Planning Authority and of the structural system of the complete block.

Each unit within these areas shall be finished and complete with a toilet/shower measuring aproximately one and a half metres (1.5 m.) by two metres (2 m.).

The external appearance, and hence the position of doors and windows, shall be subject to the approval by the Planning Authority of the Full Development Application.

The works shall consist of:

(i) a shell erected of limestone or concrete blockwork masonry walls, and reinforced or prestressed concrete slabs and beams;

(ii) floor finishes consisting of terrazzo tiles, laid on a mortar bedding, and grouted and polished;

(iii) staircases with a granolithic finish ("mozajk") sprinkled with coarse chromite grains, and with wrought-iron railings;

(iv) a waterproofing and insulating system installed on the roof of the top storey, consisting of polystyrene sheets laid over the structural slab, screeded in bays to the appropriate falls, and covered with a three millimetres (3 mm.) thick, polyester reinforced flexible waterproofing membrane, with a UV-resistant protective layer;

(v) cement-sand rendering of all internal concrete surfaces, pointing and scraping down of all internal wall surfaces, and painting of all internal surfaces with three coats of lime-wash;

(vi) pointing, rendering and painting of all external surfaces, in accordance with the conditions of the Full Development Permission issued by the Planning Authority;

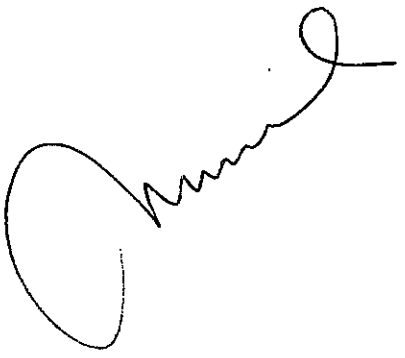
(vii) ceramic tiling in the walls and floors of all toilet/shower areas, complete with cold-water plumbing and drainage installation to the same areas;

(viii) internal doors with spray-painted parana frames, and melamine faced, blockboard leaves, with brush- or spray-painted finish, and complete with hinges and handles;

(ix) external apertures, in accordance with the conditions of the Full Development Permission issued by the Planning Authority, and complete with glazing and weather-stripping;

(x) roof water tanks and necessary pipework to provide water to each of toilet/shower area of each unit;

(xi) electrical power and lighting installation in each unit, including lighting for the toilet/shower areas, general lighting for the units proper, lighting of any courtyards or back yards, staircases or other common areas, at least five (5) double power points distributed in the units proper, and complete with consumer units for each unit.



ATTACHMENT 20C

SPECIFICATION OF BUILDING WORKS IN RESPECT OF THE FOOTBALL PITCH AND ANCILLARY FACILITIES AND 'BOCCI' PITCH AT MANOEL ISLAND
(Clause 3 of Schedule 20)

The accommodation shall consist of:

A. (i) a football pitch measuring approximately seventy two metres (72 m.) by one hundred and five metres (105 m.), measuring seven thousand five hundred and sixty square metres (7,560 m²), complete with enclosure, and with stepped seating on one side, to accommodate the difference in height between the playing surface and the road level;

(ii) facilities below the level of the road, including an area approximately fifty three metres (53 m.) by seven metres forty centimetres (7.4 m.), measuring approximately three hundred and ninety two square metres (392 m²), which will accommodate four (4) sets of showers, toilets and changing rooms, as per plans in plan Land Drawing LD174E/99 attached to Schedule Twenty (20) of this Deed, and an area measuring twenty metres (20 m.) by ten metres (10 m.);

B. (iii) a bocci pitch measuring approximately twenty eight metres (28m.) by forty four and a half metres (44.5 m.), and clubhouse facilities, measuring approximately six hundred and forty square metres (640 m²) on two floors.

The external appearance, and hence the position of doors and windows, shall be subject to the approval by the Planning Authority of the Full Development Application.

The works shall consist of:

In the case of the Football and 'Bocci' pitch:

(i) a level surface of graded aggregate, blinded with sand;

(ii) external areas finished in concrete paving, exposed concrete trim, and landscaping, as indicated in the respective drawings, and approved by the Planning Authority;

In the case of the other facilities:

(iii) a shell erected of limestone or concrete blockwork masonry walls, and reinforced or prestressed concrete slabs and beams;

(iv) floor finishes consisting of terrazzo tiles, laid on a mortar bedding, and grouted and polished;

(v) staircases with a granolithic finish ("mozajk") sprinkled with coarse chromite grains, and with wrought-iron railings;

(vi) a waterproofing and insulating system installed over the roof of the top storey, consisting of polystyrene sheets laid over the structural slab, screeded in bays to the appropriate falls, and covered with a three millimetres (3 mm.) thick, polyester reinforced flexible waterproofing membrane, with a UV-resistant protective layer;

(vii) in the case of "underground" facilities the final finish on the upper level will depend on the approved design by the Planning Authority;

(viii) cement-sand rendering of all internal concrete surfaces, pointing and scraping down of all internal wall surfaces, and painting of all internal surfaces with three coats of lime-wash;

(ix) pointing, rendering and painting of all external surfaces, in accordance with the conditions of the Full Development Permission issued by the Planning Authority;

(x) ceramic tiling in the walls and floors of all toilet/shower areas, complete with cold-water plumbing and drainage installation to the same areas;

(xi) internal doors with spray-painted parana frames, and melamine faced, blockboard leaves, with brush- or spray-painted finish, and complete with hinges and handles;

(xii) external apertures, in accordance with the conditions of the Full Development Permission issued by the Planning Authority, and complete with glazing and weather-stripping;

(xiii) roof water tanks and necessary pipework to provide water to each of toilet/shower areas;

(xiv) electrical power and lighting installation in each unit, including general lighting, lighting of any courtyards or back yards, staircases or other common areas, power points distributed in the units, and complete with consumer units for each independent unit.

ATTACHMENT 20D

SPECIFICATION OF BUILDING WORKS IN RESPECT OF THE FOOTBALL PITCH AND ANCILARY FACILITIES AT TIGNE' POINT FOR THE SLIEMA WANDERERS FOOTBALL CLUB
(Clause 4 of Schedule 20)

The accommodation shall consist of:

(i) a football pitch measuring approximately sixty nine and a half metres (69.5 m.) by one hundred and two and a half metres (102.5 m.), (approximately seven thousand one hundred and twenty three point seven five square metres (7,123.75 m²));

(ii) underground facilities accommodating toilets, showers and changing rooms, measuring approximately six metres seventy five centimetres (6.75 m.) by sixty metres (60 m.), (approximately four hundred and five square metres (405 m²));

(iii) underground double height spaces to accommodate two (2) gymnasia, each approximately eighteen and a half metres (18.5 m.) by thirty metres (30 m.), (approximately one thousand one hundred and ten square metres (1,110 m²));

(iv) clubhouse facilities, at ground level, measuring approximately six metres seventy five centimetres (6.75 m.) by sixty metres (60 m.), and at first floor level measuring approximately six metres seventy five centimetres (6.75 m.) by one hundred and two and a half metres (102.5 m.) and approximately seven metres (7.0 m.) by seventy six metres forty five centimetres (76.45 m.), (total area approximately one thousand six hundred and thirty two square metres (1,632 m²)).

These dimensions exclude any open verandah spaces at first floor level, that may be required for the reconstruction of the façade. The external appearance, and hence the position of doors and windows, shall be subject to the approval by the Planning Authority of the Full Development Application.

The works shall consist of:

In the case of the Football pitch:

(i) a level surface of artificial turf;

In the case of the gymnasia:

(ii) an unfinished shell erected of limestone or concrete blockwork masonry walls, and reinforced or prestressed concrete slabs and beams;

In the case of the other faciltities:

(iii) a shell erected of limestone or concrete blockwork masonry walls, and reinforced or prestressed concrete slabs and beams;

(iv) floor finishes consisting of terrazzo tiles, laid on a mortar bedding, and grouted and polished;

(v) staircases with a granolithic finish ("mozajk") sprinkled with coarse chromite grains, and with wrought-iron railings;

(vi) a waterproofing and insulating system installed on the roof of the top storey, consisting of polystyrene sheets laid over the structural slab, screeded in bays to the appropriate falls, and covered with a three millimetres (3 mm.) thick, polyester reinforced flexible waterproofing membrane, with a UV-resistant protective layer;

(vii) cement-sand rendering of all internal concrete surfaces, pointing and scraping down of all internal wall surfaces, and painting of all internal surfaces with three coats of lime-wash;

(viii) pointing, rendering and painting of all external surfaces, in accordance with the conditions of the Full Development Permission issued by the Planning Authority;

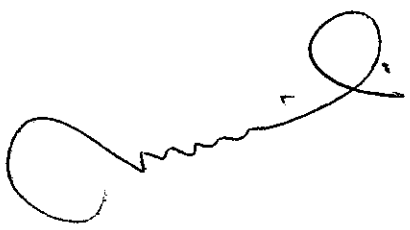
(ix) ceramic tiling in the walls and floors of all toilet/shower areas, complete with cold-water plumbing and drainage installation to the same areas;

(x) internal doors with spray-painted parana frames, and melamine faced, blockboard leaves, with brush- or spray-painted finish, and complete with hinges and handles;

(xi) external apertures, in accordance with the conditions of the Full Development Permission issued by the Planning Authority, and complete with glazing and weather-stripping;

(xii) roof water tanks and necessary pipework to provide water to the toilet/shower areas;

(xiii) electrical power and lighting installation, including general lighting, lighting of any courtyards or back yards, staircases or other common areas, power points, and complete with a consumer unit.



SCHEDULE 21

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TRANSFERS
(Article 11)

1. The Emphyteuta may, without giving notice to the Grantor or requiring its consent, Transfer any Building or Unit to any Competent Person.

2. The Emphyteuta may, without giving notice to the Grantor or requiring its consent, Transfer any Phase Area to a Subsidiary

3. The Emphyteuta may, without giving notice to the Grantor or requiring its consent, Transfer the Tigne Tower Phase Area as described in Sub-Clause Six of Clause One (1) of Schedule Ten (10) and as shown on the attached plan Land Drawing LD175B/99 marked Schedule Sixteen (16) to a Simple Majority Subsidiary for development as a Hotel.

4. Any Transfer consequent to a judicial sale can be affected without giving notice to the Grantor or requiring its consent provided that the Grantor may elect to pay with subrogation of rights.

5. Subject to any restrictions on Transfer referred to in Sub-Article One of Article Eleven (11.1), in the event of any Transfer whatsoever, if the division of groundrent is made substantially in proportion to the separate part of the Property held by the Transferee, such Transferee shall only be liable to the Grantor for such proportionate amount of the groundrent. The division of groundrent shall be deemed to be substantially in proportion to the separate part of the Property held by the Transferee if:

   (a) in the case of a Transfer of a Phase Area, the groundrent is equivalent to:

   - the sum of seventy nine thousand five hundred and thirty three Maltese liri (Lm79,533) in the case of the Tigne South and Tigne Sports Phase Areas on Tigne Point;

   - the sum of twenty nine thousand and twenty six Maltese liri (Lm29,026) in the case of the Tigne Plaza Phase Area on Tigne Point;

   - the sum of twenty nine thousand four hundred and seventy six Maltese liri (Lm29,476) in the case of the Tigne North Three and Fort Phase Area on Tigne Point;

   - the sum of twenty eight thousand and thirty three Maltese liri (Lm28,033) in the case of the Tigne North Two Phase Area on Tigne Point;

- the sum of twenty nine thousand one hundred and eleven Maltese liri (Lm29,111) in the case of the Tigne North One Phase Area on Tigne Point;

- the sum of twenty eight thousand and ten Maltese liri (Lm28,010) in the case of the Tigne Tower Phase Area on Tigne Point;

- the sum of ninety one thousand six hundred and thirty five Maltese liri (Lm91,635) in the case of the Marina South Phase Area on Manoel Island;

- the sum of sixty thousand and forty three Maltese liri (Lm60,043) in the case of the Marina Central Phase Area on Manoel Island;

- the sum of thirty eight thousand seven hundred and sixty nine Maltese liri (Lm38,769) in the case of the Lazzaretto Phase Area on Manoel Island;

- the sum of nine thousand four hundred and fifty seven Maltese liri (Lm9,457) in the case of the Fort Manoel Phase Area on Manoel Island;

- the sum of twenty five thousand three hundred and thirty four Maltese liri (Lm25,334) in the case of the Manoel Sports Club Phase Area on Manoel Island;

- the sum of five thousand three hundred and eighty Maltese liri (Lm5,380) in the case of the Marina Lido Phase Area on Manoel Island;

- the sum of fifteen thousand two hundred and seven Maltese liri (Lm15,207) in the case of the Marina Mall Phase Area on Manoel Island;

- the sum of ten thousand nine hundred and eighty six Maltese liri (Lm10,986) in the case of the Marina North Phase Area on Manoel Island;

(b) in the case of a Transfer of any other part of the Property, the groundrent is equivalent to:

- one Maltese lira and eighty five cents (Lm1.85) per one (1) square metre of Floorspace (as defined in Sub-Article Three of Article Three (3.3) of this Deed) for the period commencing on the date of this Deed and ending on the thirty-first (31st) day of March of the year two thousand and twenty-five (2025);

- three Maltese liri and twenty four cents (Lm3.24) per one (1) square metre of Floorspace (as defined in Sub-Article Three of Article Three

(3.3) of this Deed) for the period commencing on the first (1st) day of April of the year two thousand and twenty five (2025) and ending on the thirty-first (31st) day of March of the year two thousand and fifty (2050);

- three Maltese liri and seventy cents (Lm3.70) per one (1) square metre of Floorspace (as defined in Sub-Article Three of Article Three (3.3) of this Deed) for the period commencing on the first (1st) day of April of the year two thousand and fifty (2050) and ending on the date of expiration of the duration of this Deed.

The sums indicated in paragraph (a) of this Clause are subject to the relative abatements and increases of groundrent as provided in Sub-Article Two of Article Three (3.2) and Sub-Article One of Article Three (3.1) respectively, and the sums indicated in paragraph (b) of this Clause are subject to the relative abatements of groundrent as provided in Sub-Article Two of Article Three (3.2).

6. For the avoidance of doubt, in the case of any Transfer referred to in Clause Two (2) or Three (3) of this Schedule, but not in the case of any other Transfer, the Subsidiary or Simple Majority Subsidiary (as the case may be) shall be responsible with the Company for the performance and observance of such of the obligations referred to in Articles Eight (8) and Nine (9) outstanding (if any) which relate to the Phase Area held by such Subsidiary or Simple Majority Subsidiary.

7. In the event that the aggregate amount of groundrent being received by the Grantor from the various Transferees pursuant to Clause Five (5) of this Schedule exceeds the total amount of groundrent payable in respect of the entire Property under this Deed, any such excess shall be deemed to be an increase in groundrent for the sole benefit of the Grantor and the Emphyteuta shall have no right to any reduction, refund or compensation in consequence thereof. Each of the Grantor and the Emphyteuta shall be bound to appear on and sign any public deed which may be necessary for the purpose of giving effect to such increase within three (3) months from the date that it is notified with a judicial letter filed for this purpose by the other party.

8. For the purposes of this Schedule and this Deed (unless the context otherwise requires) the following words shall have the following meanings:

"a Building" means a structure forming an enclosure completed at least in shell form erected on the Property and includes such land occupied with and constituting the environs of such structure but does not include the Public Infrastructure (as defined in Sub-Article Two of Article Eight (8.2) of this Deed).

"a Competent Person" means any person whomsoever provided that such person is not manifestly incapable of paying the proportional amount of groundrent of that part of the Property which is being transferred;

"a Phase Area" means that part of the Property which is the subject-matter of a particular development phase as specified in Article Eight (8) and Schedules Fifteen (15) and Sixteen (16).

"a Subsidiary" means a company or commercial partnership in which at least sixty per cent (60%) of the ordinary share capital and of the voting rights are held by the Company and "Simple Majority Subsidiary" means a company or commercial partnership in which the majority of the ordinary share capital and of the voting rights are held by the Company;

"Transfer" means sell, assign, grant on sub-emphyteusis or otherwise alienate by title 'inter-vivos' and "Transfers", "Transferred" and "Transferee" shall be construed accordingly;

"a Unit" means a Building consisting of a single unit or a single unit in a Building completed at least in shell form intended for use for residential, commercial or other purposes (including shops and offices).

SCHEDULE 22

RIGHT TO PLACE ITEMS IN PUBLIC AREAS
(Article 12.3)

Permission is hereby granted to _____ ("the grantee") to occupy a site at _____ for the placing of tables and their respective chairs as shown on the attached plan and under the following conditions:-

1. This concession is granted on encroachment terms, that it shall hold good during the pleasure of the Government, and the grantee shall pay therefor into the office of the Commissioner of Land a recognition fee of _____ on the first working day of each year. The fee for the current year shall be paid in full on the issue of this permit.

2. The grantee shall on no account encroach on land other than that shown on the said plan.

3. The grantee shall use only equipment of high standard and shall keep the site clean and in a good state of repair at his own expense to the satisfaction of the Commissioner of Land.

4. The grantee shall surround the site with decorative plants in order to provide a better view.

5. The grantee shall remove the tables whenever ordered to do so by the Police Authorities.

6. The grantee shall provide suitable facilities (dustbins etc.) in order that the site is kept in a clean condition.

7. The grantee shall make it a point that no annoyance is caused to the neighbours.

8. The grantee shall at no time have any claim for compensation for any expense incurred by him in consequence of this permit.

9. The grantee is absolutely forbidden from transferring this concession to third parties either in whole or in part.

10. This permit shall not exempt the grantee from the obligation of obtaining any other permit and/or licence which may be required under any law and/or regulation in force from time to time.

11. Provided that tables are placed within the lines which are to be painted by the Works Department.

12. That no obstructions of any sort are to be placed outside the said lines.

SCHEDULE 23

PERMITS, LICENCES AND AUTHORISATIONS
(Article 13)

1. Building and development permits and licences and any other licences or permits which may be required in connection with the development of the Property in accordance with the outline development permit (Schedule Fourteen (14));

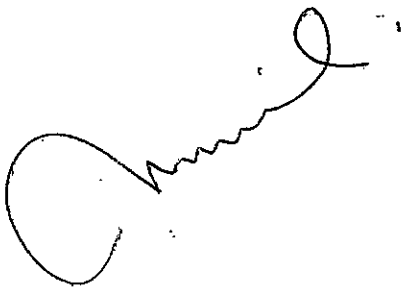
2. Permits and authorisations which may be required in connection with the restoration works to be carried out in accordance with Article Nine (9).

3. (i) All import licences which may be needed by the Emphyteuta for materials and plant and machinery which may be required for or in connection with the improvements and works to be executed by the Emphyteuta under this Deed;

   (ii) Such exchange control permits as may be required in connection with the provision of services to the Emphyteuta in connection with the improvements and works to be executed by the Emphyteuta under this Deed, marketing, consultancy fees and related matters.

4. Any permits and licences which may be necessary for the operation of the businesses, trades and services which may be permitted uses in any development permission including those relative to any hotel, casino and fuelling facilities substantially on the same terms and conditions applicable to other similar businesses trades or services within the same category.

5. Any permits and licences which may be necessary for the Transfer (as defined in Schedule Twenty-One (21)) of the Property or any part thereof to any person subject to the restrictions contained in this Deed.



Schedule 24

MINISTERU TAL-FINANZI MALTA MINISTRY OF FINANCE

DRAFT

The Chairman
MIDI p.l.c.

Dear Sir,

CASINO CONCESSION FOR MANOEL ISLAND/TIGNE POINT PROJECT

By virtue of the powers vested in me by Section 3 of the Gaming Act (Act X of 1999) and pursuant to the agreement on the Manoel Island/Tigne Point Project to be entered into between MIDI p.l.c. and the Commissioner of Lands on behalf of the Government of Malta, I hereby warrant that a CONCESSION TO OPEN AND OPERATE A CASINO at the site known as Lazzaretto Terrace at Manoel Island will be granted to MIDI p.l.c. subject to:

I. the issue of a Casino Licence by the Gaming Board in terms of the provisions of the Gaming Act 1998, the Gaming Act Regulations 1998 and any other related gaming legislation that may be applicable at the time of the issue of such licence; and

II. the following terms and conditions that:

a) the relevant Casino Concession will not become operative before the lapse of five years from the fifth day of February 1999;

b) the validity period of this Concession is limited to the duration of the validity of the Casino Licence to be issued by the Gaming Board to MIDI p.l.c. i.e. ten (10) years from the date of issue of the licence subject to the annual payment of the licence fee on the anniversary of the issue of the Casino Licence; and

c) the agreement between the Commissioner of Lands and MIDI p.l.c. signed on ..... is implemented and respected.

Yours faithfully,

JOHN DALLI
Minister of Finance
c.c. Chairman, Gaming Board

12 Feb 1999

VALLETTA - MALTA
TELEPHONE: 249640-5; FAX: 224377

SCHEDULE 25

SUPPLY OF SERVICES AND UTILITIES
(Article 14)

1. **Electricity Supply**: seven point five (7.5) MVA will be provided for the Manoel Island/Tigne Point Project via two (2) 11kV cables already laid.

2. **Telephone Services**: one thousand six hundred (1600) new lines on Manoel Island and one thousand two hundred and thirty (1230) new lines on Tigne Point via an optic fibre installation and Remote Subscriber Switching Equipment at both Manoel Island and Tigne Point will be provided by the year two thousand and two (2002).

3. **Water Supply**: a capacity to supply one thousand and seventy cubic metres (1070 cu.m.) of potable water per day at Manoel Island and seven hundred and eighty cubic metres (780 cu.m.) of potable water per day at Tigne Point, at a pressure of at least six (6) bar will be provided by the year two thousand and two (2002).

4. **Drainage/Sewage Services**: a capacity to receive a peak flow of six hundred and seventy-five cubic metres (675 cu.m.) per day on Manoel Island (annual average four hundred and fifty cubic metres (450 cu.m.) per day) and a peak flow of five hundred and four cubic metres (504 cu.m.) per day at Tigne Point (annual average three hundred and thirty-five (335 cu.m.) per day) will be provided by the year two thousand and five (2005).

SCHEDULE 26

ANTIQUITIES
(Article 16)

1. On obtaining information of any such discoveries, as are referred to in Article Sixteen (16), the Director of Museums shall have the right of access to any part of the Property to which the finds purport to relate for the purpose of causing the latter to be inspected by any person delegated for the purpose and, on ascertaining the existence of such finds, the Grantor shall have the right to rescind the emphyteutical concession made under this Deed in respect only of the parts of the Property where archaeological remains are or may be found; provided that the Emphyteuta shall have the right to opt for any of the following:

   (i) to rescind the emphyteutical concession in respect of the parts where archaeological remains are or may be found or, if possible, to integrate such finds within the development if it is shown that the existence of such remains will effect the development of that area or areas;

   (ii) to demand that the rescission of the emphyteutical concession be extended to the whole of Manoel Island or Tigne Point or the whole of the Property (as the case may be) if it is shown that the remaining part of the Property, after detaching the said parts where archaeological remains are or may be found, would not be suitable for development.

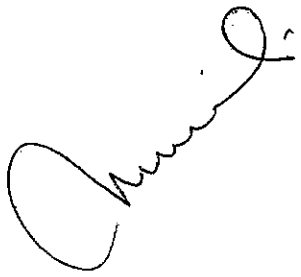
   Provided further that in the event of any such rescission, whether in whole or in part, the Emphyteuta shall be entitled to a corresponding decrease in groundrent and a corresponding refund of premium or other consideration together with a refund of the costs incurred in connection therewith (including architects', surveyors' and legal fees in relation to this Deed), payment of compensation for any improvements and works carried out in connection therewith (only for and to the extent of the actual value of such improvements and works as may have been carried out and as may become useless to the Emphyteuta) which the Grantor undertakes to pay the Emphyteuta without the right to any abatement or mitigation.

   The Emphyteuta shall, as from the date of rescission (whether total or partial), be released from the obligation to pay any groundrent, premium or other consideration due under this Deed, and the obligation to carry out any works which it is obliged to perform under this Deed, in respect of the whole Property or, as the case may be, the part of the Property in respect of which the emphyteutical concession is rescinded.

   In the case of (i) rescission of the emphyteutical concession in respect of the whole of the Property, the privilege registered over the Property in terms of Sub-Article Three of Article Four (4.3) and Schedule Ten (10) shall be cancelled in full, and (ii) rescission of the emphyteutical concession in respect of part of the Property, the value of the privilege and the amount/s specified in

Schedule Ten (10) for the purposes of execution and postponement of the privilege in respect of the Phase Area or Areas within which the said part of the Property is included shall be reduced accordingly and the said Phase Area or Areas shall be released from the effects of the said privilege accordingly.

2. In all cases in which such improvements and works shall have stopped or been suspended pursuant to Article Sixteen (16) and this Schedule, all the obligations of the Emphyteuta to carry out improvements or to perform any works under this Deed pertaining or related to the part where the works have been stopped shall be suspended and any such period of stoppage or suspension shall be added to any time period which has been imposed on the Emphyteuta for the performance of such obligations.



SCHEDULE 27

FORCE MAJEURE
(Article 17.1)

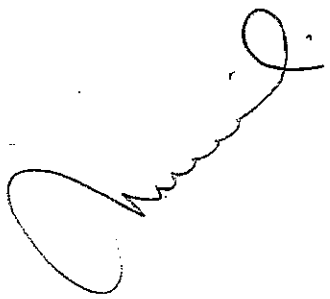
1. Acts of God, explosion, flood, lightning, tempest, fire or accident;

2. War, hostilities (whether war be declared or not), invasion, act of foreign enemies;

3. Rebellion, revolution, insurrection, military or usurped power or civil war;

4. Riot, civil commotion or disorder;

5. Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the parties or a third party) outside the reasonable control of the parties to this Deed or successors in title.



SCHEDULE 28

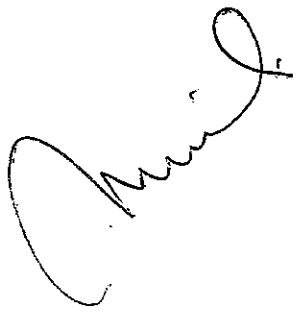
ARBITRATION
(Article 21.5)

Arbitration shall be carried out in accordance with the rules set out in Part IV of the Arbitration Act 1996 subject to the following:

(i) the number of arbitrators shall be three consisting of a chairman who shall be an advocate of at lease twelve (12) years' experience or a retired judge and two other members who shall be 'periti' of at least ten (10) years' experience.

(ii) the place of the arbitration shall be Malta;

(iii) the award of the arbitrators shall be final and binding upon the parties.



1018

DIPARTIMENT TAT- TAXXI INTERNI

Dan l-avviz ghandu jigi presentat duplikat

AVVIZ. (TAJPJAT JEW B'ITTRI KAPITALI) PRESENTAT DWAR ATTI TA' TRASFERIMENT JEW TA' DIKJARAZZJONI, GHALL- FINIJIET TA' TAXXA PROVVIZORJA SKOND L-ARTIKOLU 74A TA' L-ATT DWAR IT- TAXXA FUQ L- *INCOME*, KAP. 123, U GHALL-FINIJIET TA' L- ARTIKOLU 51 TA' L-ATT TA' L-1993 DWAR IT- TAXXA FUQ DOKUMENTI U TRASFERIMENTI.

Taxxa Provvizorja: Ammont Totali: Lm EXEMPT

Taxxa fuq Dokumenti u Trasferimenti Mhallsa: EMEMPT

MEJJET- MINN JITTRASFERIXXI

Dettalji dwar in- Numru tat-Taxxa fuq l-*Income* (meta n-numru tat- Taxxa fuq l-*Income* ma jkunx l-istess bhan-Numru tal-Karta ta'l-Identita', dan ta' l-ahhar ghandu jinghata wkoll), kunjom u isem, sena tat- twelid, somma apporzjonata ta' Taxxa Provvizorja u l- indirizz ta' kull min jittrasferixxi u, f'kaz ta' trasferiment *causa mortis*, l- indirizz u d- data tal- mewt tal- mejjet ghandhom jitnizzlu f' dan l-ispazju u fl ordni specifikat. Jistghu jintuzaw aktar karti ghat-tkomplija jekk ikun mehtieg filwaqt li jinzamm l-istess ordni. In-numru tat-taxxa fuq l-*Income* ghandu jinghata fil-kolonna kif muri.

I.T. Nru/i

IL-GVERN TA' MALTA

LIL MIN JIGI TRASFERIT (MIN JIRCIEVI)

Dettalji dwar in-Numru tal- Karta ta'l-Identita', kunjom u isem, u indirizz u, f'kaz ta' trasferiment *causa mortis*, is- somma apporzjonata ta' taxxa fuq dokumenti u trasferimenti ta' kull min jircievi *causa mortis*, ghandhom jitnizzlu f' dan l- ispazju u fl ordni specifikat. L-ircevuta dwar it-taxxa fuq dokumenti u trasferimenti mhallsa titbaghat lill- ewwel xerrej/min jircievi *causa mortis* imsemmi min-nutar.

C 15836 MIDI P.L.C.

Isem in-Nutar : Vincent Miceli LL.D.

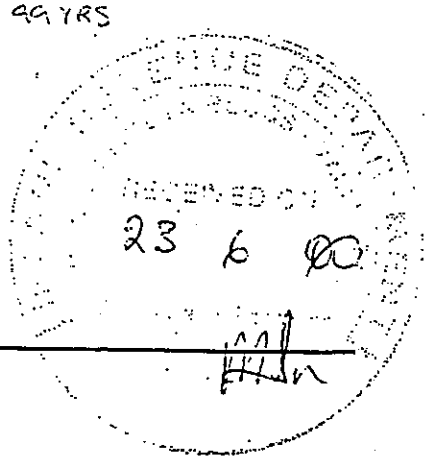
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MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

REPORT ON HERITAGE BUILDINGS

CONDITION SURVEY -
RESTORATION PHILOSOPHY -
RE-USE PROPOSALS

PLANNING AUTHORITY

APPROVAL

Board No. PA 23-99/00 held on 7/10/99

Chairman _____ Secretary _____

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

REPORT ON HERITAGE BUILDINGS

Summary Recommendations:

One of the primary objectives of the Development Brief, published in 1992 by the Government, was that the proposed project would ensure the "highest standards of restoration". The detailed objectives included the restoration and portrayal of "Fort Manoel and environs, Lazarett buildings and the Tigne' Fort area to their best advantage", and the proposal of suitable uses for them. The brief stated that this objective had to include the "fortifications and, where possible, the original underground tunnels and water storage cisterns". This document included a statement of policy for the retention of specific buildings, and detailed guidelines for the restoration of the indicated structures, as well as two plans showing the buildings to be retained.

Every point raised in the Development Brief has been evaluated in the detailed Condition Survey of the indicated buildings, and of the Restoration Philosophy and Re-uses proposed, which forms the main part of this Heritage Report. A summary of the considerations is given in this document.

General Introduction

The main restoration problems that have been identified are related to the weathering of Globigerina, and to the structural problems of masonry structures damaged by warfare, or by years of neglect. The weathering of Globigerina is prevalently alveolar, but can also involve powdering or flaking of the stone surface, localised scaling, efflorescence, and cracking (especially with fire or mechanical damage). The surface of the limestone can also be effected by black crusts, or soot and dirt deposition; by biological infestation, in the form of algae, moulds, lichens and higher plants; by stains, caused by rust, paint, or graffiti; and by fire, which typically causes reddening and blacking of the surface. Cement interventions, in the form of pointing or renders, also leave their mark.

Dampness is normally the main agent of deterioration, and the source is normally rising damp, rainwater infiltration, or leaking pipes. This is often exacerbated by the presence of salts, either from sea spray, or from soil infill, or from cement - (hence the recommendation for lime mortars or renders). Plants are a source of damage both for the dampness that they generate, but also for the mechanical damage that can be caused by the roots. Fire is another obvious cause of damage, as are other forms of human intervention, such as vandalism, faulty repairs, and war damage.

The choice of the appropriate method of intervention depends on the types of stone and mortar in question, on the method of weathering exhibited, on the height of the location above sea level, and on the different exposures to climate. It is therefore necessary to firstly test for in-situ humidity levels, as well as for quantities and qualities of salts present. From these tests it will be possible to establish what measures ought to be taken to stop damp penetration, or to remove salts, or to

consolidate stone surfaces, or to generally protect the stone. Before carrying out any cleaning, or applying any chemicals for disinfestation, or consolidation or protection, it is required to carry out trials on limited and representative areas.

Structural damage has to be carefully evaluated. The presence of curved masonry elements, such as vaults and arches, introduces side thrusts that have to be carried by abutting structures. Areas of walling with extensive erosion can lead to sufficient loss of cross-section so as to make the walls unstable. The presence of cracked horizontal members also has to be studied, since sudden collapses are possible in these situations. The capacity to carry vertical loads has to be evaluated with care. Stone that has been exposed to the elements for long periods may have suffered internal degradation that may reduce drastically its compressive and tensile strength, particularly when saturated. Moreover, the bedding mortar may have been lost, leading to concentrations of stress at localised contact points. In addition, the strength of thick walls of old buildings can often be misleadingly interpreted. In many situations, a load-bearing element has ashlar masonry only on the exposed perimeter, with rubble or soil infill.

Basic Principles

For the reasons indicated above, the proposals embodied in this report are only preliminary, and will require detailed study before they can be confirmed. The purpose of this report, however, is to describe the current condition of the important heritage buildings on the sites, and to outline the general approach being adopted for any intervention.

Blatant reconstruction is being avoided, and where the damage to a building is considered too severe, it is proposed that either the building be left as a protected ruin, as, to a certain extent, in the case of St. Anthony's Chapel on Fort Manoel, or be removed, as in the case of some parts of Lazzaretto Terrace. On the other hand, the reconstruction of a part is sometimes considered important, in order to achieve a proper understanding of the whole. This is the case, for example, with the damaged Casements on Fort Manoel, or the front and side elevation of St.Anthony's Chapel on Fort Manoel.

When a building has had a varied history, it is inevitable that its appearance would carry the evidence of such history. It is always difficult, therefore, to decide which modifications to maintain and which to remove. In the case of Fort Manoel, it has been relatively easy to decide that most of the accretions that do not belong to the nineteenth century should be removed, except for the Gun Emplacements. The detail will have to be established at a later date with the Museums Department. In the case of Fort Tigne', it is perhaps more difficult to decide to what extent the recovery of the original elevations should go. In the case of Lazzaretto Terrace, the removal of the first floor constructions is easily defensible, since very little of the original is left anyway. The treatment of the facades is, however, more difficult. In many Blocks, the elevations have been faced, and subsequently damaged and re-built, often haphazardly. Some original features are documented, and could be reconstructed, such as the arcade and verandas in front of Divisions 3 and 4. The facades of Division 4, and that of Divisions 6 and 7, are, however, not so well documented, and therefore the reconstruction could only be conjectural.

Fort Manoel

The Ditch around the Fort will be cleared and levelled to the original rock bed. The rock face of the Ditch wall will be repaired and fissures sealed. In front of the main gate, the ditch could be re-excavated to its original configuration. Details of the original drawbridge, as suggested in the Brief, have not been found, and, on the other hand, 19th century illustrations, show that the removal of the drawbridge is part of the military history of the Fort. The form of the re-instated bridge should not be a false (and possibly incorrect) reconstruction, and will therefore require more detailed consideration. If no details are found, the bridge should be simple and fixed.

All surviving countermines and underground passages will be opened and cleared of debris. The Caponiers and Place-Of-Arms, and their access steps, will be restored and reinstated. The Bastion walls, including parapets, connecting curtains, will be repaired, and restored, and all embrasures reinstated. The Cavaliers will be repaired; in particular, the recent accretion in the Casement will be removed and the original vaults and embrasures reconstructed.

The 19th century gun emplacements, and the 20th century anti-aircraft gun emplacements will be restored and retained, as suggested in the Brief. On the other hand, it is felt that the modifications made by the British to the wall of St. Anthony Bastion, in order to respond to the developments in gunfire technology, should not be tampered with, since this would obliterate part of the military history of the Fort.

Since the gun emplacements on St. Anthony's Bastion are being retained, the Polverista and vedette on St. Anthony's Bastion, will not be reconstructed. The Polverista on St.Helen's Bastion will be repaired and restored. Unless exact details of the original can be found, it is not proposed to reconstruct the vedette at the tip of St. Helen's Bastions, because of the declared philosophy of trying to avoid unnecessary and "faked" reconstruction.

The Glacis will be cleared of all accretions and reinstated.

The bridge at the rear of the Fort will not be removed as the Brief suggests, but will be restored in accordance with the 19th century drawings available.

All the original Barrack buildings, in the Fort, will be restored and repaired. Where the original roof construction has been modified recently, it is proposed to reconstruct using the original systems; the porticoes will be rebuilt where missing, or extensively repaired where damaged. The outbuildings at the backs of all Barrack blocks are not considered as accretions, (as suggested in the Brief), but as an integral part of the design; these blocks will be re-built where missing, and repaired where damaged. The accretions that will be removed are located in front of the northwest Cavalier, and on top of the north Cavalier, as well as around the Polverista.

The Development Brief suggests that St. Anthony's Chapel ought to be rebuilt, and also that sufficient details of the construction are known for this reconstruction to be possible. There is no doubt that this Chapel is an integral part of Fort Manoel, and that it is one of the finest examples of 18th century Baroque architecture. The rebuilt Chapel would also be a convenient facility in the Fort. However, the only details that have come to light refer to the main facade, and, partially, to one side elevation, (and, to a lesser extent, to portions of the lantern). It is suggested that the Chapel ruins be consolidated and protected, and the facade and lateral elevation reconstructed as faithfully as possible to the available illustrations. However, where details are missing, (such as for the rear elevation, the internal stonework or the roofing construction), then the reconstruction will be plain and without any attempt at re-interpretation. The new parts of the external walls must appear as distinct from the ruin. The interiors and roof structures will not be a reconstruction, but a suitable modern intervention designed to act as a foil to the existing stonework.

Evidence of the original paving will be sought during the restoration process, so that the Parade Ground will be restored, as much as possible, to the original finish.

The Ravelin will be cleaned up and restored and used either for a cultural/leisure facility, or even for an appropriate commercial activities.

The existing Water Cisterns will be restored for use as a water reservoir.

Proposals for Re-use:

The seaward Entrance Guard Rooms, will be retained as a Catering facility, using the existing sea front terrace. The Parade Ground itself will be used for open-air events, such as opera festivals. The Polverista will be developed as a Catering/Commercial facility.

The Casement vaults will accommodate a Fort Museum, with an accent on 17th and 18th century Fortifications and Weapons, coupled with a visitor centre, cafeteria, exhibition gallery and audio-visual centre. The Casement vaults will also accommodate a mixture of commercial and retail uses, the emphasis being on traditional crafts or art studios or workshops. The Parade Ground, Cavaliers, and Bastion perimeter will become part of a leisure-cum-tourist trail including the Ditch, the Ravelin, and parts of the Glacis.

The Chapel crypt will become an exhibition room on the history of the Chapel, whilst the chapel will be re-instated as a religious building.

It is proposed that the two side Barracks Blocks will be utilised for residential/office use, providing fourteen duplex units, with external and roof terraces. The other Blocks will accommodate a mix of commercial spaces or offices, and a restaurant.

Manoel Island

The Cemetery Chapel, the Customs House, the Quarantine Cattle-Sheds and the Yacht Yard building will be restored, repaired and retained, in accordance with the Development Brief.

The ruins of the Cyclorama, which was originally not a building but an anti-aircraft artillery simulation training facility, will be preserved as a ruin.

The Boat Builders Workshop has no particular aesthetic merit. Those parts which have a historical significance will be recovered and incorporated in a new construction of similar scale. The timber pier will be reinstated.

Proposals for Re-use:

It is proposed to retain the Cemetery Chapel as an architectural feature in what will become one of the main Village squares, as a memento of the past activities on Manoel Island. It is proposed to adapt the Customs House to be used as a central catering/civic facility in the main square of the Village.

It is proposed that the recent structures over the original Cattle-yards will be removed, and the yards rehabilitated as a village square formed by the two old wings and by new constructions on the other two sides. The complex will accommodate retailing and some catering facilities. The proposed use of the Yacht Yard Building is for communal and commercial activities.

It is proposed that Boat Builders' Workshop accommodate a waterfront restaurant complex, and sea-sports facility. It is also proposed to re-construct the pier projecting into the sea, as appears on many of the available historical maps of the island.

Any underground tanks will be retained and incorporated in the infrastructural network to be installed. Underground tanks apparently exist below the courtyards of most of the Lazzaretto Blocks, as well as below the Cattle-Yards. Where possible, these will be re-furbished and used for water storage of the buildings above. The fuel stores identified in the brief are located under the ecologically protected area; it is proposed to clean up these stores and to seek an appropriate use, such as target shooting galleries.

Lazzaretto Terrace

The Development Brief identifies only two buildings of the Terrace of eight blocks as requiring restoration and retention. In our opinion, the appearance of the whole of the Terrace ought to be preserved. Wherever possible, the original construction of the Ground floor vaults will also be restored, except where the damage is considered too extensive. The first and second floors of the current buildings are, however, generally either recent accretions or in a derelict state. It is therefore proposed that all first and second floor constructions will be removed (except for any portions of the original seaward elevations), and two-storey apartments constructed around the refurbished and recovered courtyards.

Where the deterioration of the facade stonework is too extensive, as in the case of the screen wall of Divisions 1 and 2, it will be necessary to partly dismantle and then re-erect. The verandas in front of Divisions 3 and 4 will be reconstructed in accordance with the photographic records that remain. The elevations of the latter Divisions, as well as of Divisions 6 and 7, will have to be extensively reconstructed, using elements that are available from similar photographic records. The facades of Divisions 8 and 9 will be extensively repaired, and the later Coralline limestone facing rationalised.

The repair of the courtyard walls may also require dismantling and rebuilding, or even wholesale reconstruction, since the damage appears, in some locations, to be extensive. All blocked up archways will be opened up. The courtyards will not be covered in any way. The vaults of the Ground floor halls will be repaired, or, where the damage is extensive, such as in the two middle vaults of Divisions 1 and 2, and of 6 and 7, rebuilt. Wherever possible, damp-proofing layers will be inserted into the walls at Ground floor; however, in the instances where the walls are formed by excavations into solid rock, this may not be possible.

Nothing remains of the Old Plague Hospital, Division 10, and the new building erected recently will be removed.

The building behind the eastern wing of the Terrace, originally Officers' Quarters, and now housing Works Division and REMPEC offices, is rightly considered as expendable by the Development Brief, and will be removed. A large reservoir that existed at the rear of the Lazzaretto will be recovered and repaired, and integrated into the water storage system of the development.

Proposals for Re-use:

In general, the proposed re-use of the refurbished and reconstructed buildings continues the residential tradition of the blocks. The current proposal is for the conversion into luxury apartments, but another option, of converting into a luxury aparthotel, is also being pursued.

The reconstructed first and second floors, in the so-called Palazzo Vecchio, will provide high quality duplex residential accommodation, around the two courtyards and an elevated swimming pool. Similarly, the first floor of the Palazzo Nuovo will be converted into a number of luxury duplex apartments, behind the existing facades. The first and second floor levels in the more recent Divisions 6 and 7 will accommodate duplex or simplex apartments, arranged around the two courtyards, and a raised pool/terrace; similarly, the first and second floors of Divisions 8 and 9 will become residential duplex or simplex apartments.

In general, the ground floor spaces will accommodate a mix of commercial, cultural and leisure activities. In the Palazzo Vecchio, the ground floor spaces will provide accommodation for a Sports Club for the residents of Lazzaretto Terrace. The ground floor spaces of the Palazzo Nuovo will accommodate facilities servicing the Yacht Club Residence, namely restaurant, clubhouse, private function rooms, gaming rooms, and administration area.

Most of the ground floor of the Divisions 6 and 7 will be taken up by the residential services for the apartments above. The main hall in Division 7, which is still in a sound condition, will be used as a conference/exhibition hall, connected to the complex of facilities in the adjacent Division 8. The re-use proposals for Divisions 8 and 9 include a restaurant occupying the left hand main hall of Division 9, an area for Marina Services in the left hand hall of the same Division; and, conference and exhibition facilities in the whole of the ground floor of Division 8.

In the case of the Nunnery, (Division 3), it is proposed that the upper floors be rehabilitated as hostel accommodation as part of the Yacht Club Residence adjacent. The lower floors will accommodate additional facilities of the Yacht Club.

Fort Tigne'

The Fort requires extensive repairs to all its elevations. The interior structures do not appear to require major interventions. The Tower will be cleared of all recent internal accretions, and of any reinforced concrete floors, and the original masonry vaults reconstructed where necessary. The original level of the Ditch will be determined, and the surface finished in accordance with the original finish. All recent accretions in the Ditch, including the Reverse Osmosis plant, will be removed. The Development Brief proposed that the space in the Ditch, currently occupied by the Reverse Osmosis plant, could be developed into a hotel, incorporating a major vertical feature. It is felt that the whole of the Ditch should be kept clear of any built development, and that the proposed hotel be located outside the Ditch; this would also ensure public access to the Fort and the Ditch. The embankment in the Ditch, against the North flank, will not be removed, since it appears to be an integral part of the British phase of the Fort's history. The landward access from the Ditch will be retained.

The three Counterscarp Galleries will be recovered and refurbished, as part of a heritage trail around the Fort.

All four Flanks of the Fort will be retained, (not three as suggested in the Development Brief). The elevations of the Flanks and the Barrack block have suffered extensive damage and re-modelling. It is also possible that the current elevations face original features. A certain degree of intervention will be necessary on these facades in order to produce a more homogeneous appearance, as well as to improve the accessibility of the internal spaces.

The 19th and 20th century gun emplacements, particularly those on the North-eastern front, will be repaired and restored, and integrated into a high-level panoramic walkway, linked to the elaborate system of underground passages and countermines, to the underground Magazines, to the underground remains of the eastern Gun Emplacement, (adjacent to the site of the original lighthouse). It might also be possible to link this heritage trail to the Brennan Torpedo installations, and to the submarine facilities on the southern coast.

Proposals for Re-use:

It is proposed that the Flanks and Barrack Block accommodate a mixture of retail and catering facilities. The Courtyards would be given a new lease of life as the hub of a series of craft or art shops, with interspersed restaurants and bars.

The Tower, the three Counterscarp Galleries, the north-western Flank, and the underground bunkers and machinery, will be integrated into a lower Heritage route, whilst the reinforced concrete Gun Emplacements will be integrated into an Upper promenade, overlooking the Ditch on one side, and the sea on the other. It is further proposed that these Heritage routes be linked to the rocky sea-shore on Sliema Creek, with the reconstruction of the original steps from the Tower down to the sea, and the refurbishment of the underground facilities that existed here during the Second World War, in connection with submarine warfare.

Tigne' Point

The Development Brief indicated a number of buildings, forming part of the original British Barracks, which had to be retained. These included the St. Luke Garrison Church, the School, the Regimental Institute, and the Sergeants' Mess, and two Barrack Blocks to the South. The Garrison Church will be restored and retained.

Many of the Barrack buildings have had major internal modifications, and in some cases, also major external additions or remodelling. It is felt that the interesting features of the buildings are limited to their main facades.

It is therefore proposed to dismantle the more interesting Barrack buildings, and to reconstruct them, retaining at least the facades, to form a "typical" pedestrian street within a 19th century Barracks. The Barracks buildings facing South, including the colonnaded facades, will be reconstructed along the south-facing edge of the new Football pitch, using the reconstructed volumes to accommodate ancillary sports and cultural activities. These blocks will be, as much as possible, recovered in toto, that is using the original beams, stone slabs, etc..

The facades of the north-facing Barracks buildings, including the Clock Tower in the Regimental Institute, and the School and Sergeants' Mess, will be reconstructed, to front a setback residential block, behind the existing Fortina Hotel.

The square around the Garrison Church will be re-paved and recovered to form one end of the new "Barracks Street".

Proposals for Re-use:

It is proposed to re-establish the Chapel as a place of worship.

It is being proposed that the South Barrack Buildings be used to accommodate two storeys of sports and communal facilities. The elevations of the north-facing Barracks, (inc. Clock Tower), would be used to front additional ground floor communal facilities, and the entrances to the new blocks of residences erected behind.

Dr.Alex Torpiano

REPORT ON HERITAGE BUILDINGS

CONDITION SURVEY - RESTORATION PHILOSOPHY - RE-USE PROPOSALS

INTRODUCTION

Manoel Island and Tigne' Point contain a number of existing buildings that are of considerable historical importance, and are listed under the Antiquities Protection Act 1929. The main buildings are:

Fort Manoel, containing Barrack Blocks,
the Chapel of St. Anthony of Padova,
the Casemate, Cavaliers and Inner Curtain Wall,
the Polverista,
the Guard Rooms and Couvre Port,
as well as the Ditches, Scarp and Counter Scarp Walls, Bastions and other elements of 18th century fortifications.

the Lazzaretto Buildings, containing nine Blocks or Divisions

Fort Tigne', containing the Tower,
the Flanks and Barrack Block
the Counterscarp Galleries
and the Ditch and Coastal Gun Emplacements.

The Development Brief for the Project, published by the Government of Malta in December 1992, highlights other relevant buildings,
on Manoel Island:
the Cemetery Chapel
the Custom House (or Medical Officer's Quarters)
the Quarantine Cattle-Sheds
the Yacht Yard Building
the Cyclorama
and the Boat Builders Workshop;
and on Tigne' Point:
St. Luke Garrison Church
the Regimental Institute
the Sergeant's Mess
the Barrack Blocks
and the School.

This report contains a description of the current condition of the existing buildings that are proposed for retention, together with proposed restoration philosophies, proposed uses, and other indications in response to the Development Brief.

FORT MANOEL

DITCH AND SURROUNDS

1.1 The Ditch will be cleared of all accretions, and accumulated rubble, and the natural rock bed exposed. The Ditch walls will be cleared of loose rock, and the surfaces consolidated. The landscaping philosophy in the Ditch will respect its basically hard character, but will encourage the development of the Ditch as a leisure pedestrian route, as well as limited vehicular access to the activities within the Fort.

1.2 The countermines accessible from the Ditch will be opened up, cleaned and cleared of all rubble. The stairs from the Ditch will be reinstated in Coralline stone, or recovered from the rock, where this is possible. The Caponiers will be remodelled and reinstated to their original form, and the Place of Arms cleared of rubble and vegetation, with its floor reverted to its original level.

1.3 The Glacis will be reinstated and cleared of all accretions and rubble. As far as possible, the surrounding slopes, particularly those facing north, will be cleared of all buildings and other accretions, so that the original appearance of the Fortifications may be recovered.

LANDFRONT BASTIONS AND RAVELIN

2.1 The Bastion walls and the Ravelin are built directly on the Globigerina rock, from blocks cut from the same site. In most situations, in fact, the walls consist of the exposed cut rock face, with the actual construction being only five to six courses high, over a cornice.

2.2 The wall faces exhibit areas of severe deterioration, including alveolar weathering, powdering, and flaking, and other mechanical damage. This deterioration is more marked towards the sea front, where spalling also occurs. The walls exhibit loose or missing stones, joints that have lost their mortar pointing, joints that have been pointed with cement mortar, as well as localised shrapnel damage and graffiti. There is also widespread growth of higher plants.

2.3 Before finalising the appropriate restoration programme, it is necessary to make a number of scientific tests, to establish salt content, and to establish the efficacy of consolidation and protective coating treatments. In general, the restoration works will involve the clearing and disinfestation of all higher plants, the removal of cement pointing, the sealing of fissures, the repair or replacement or consolidation of deteriorated stone, (the replacement carried out using Globigerina limestone excavated from the site itself), the re-pointing with lime-mortar, and, in some instances, the application of protective coatings.

SEAWARD BASTION AND MAIN GATE

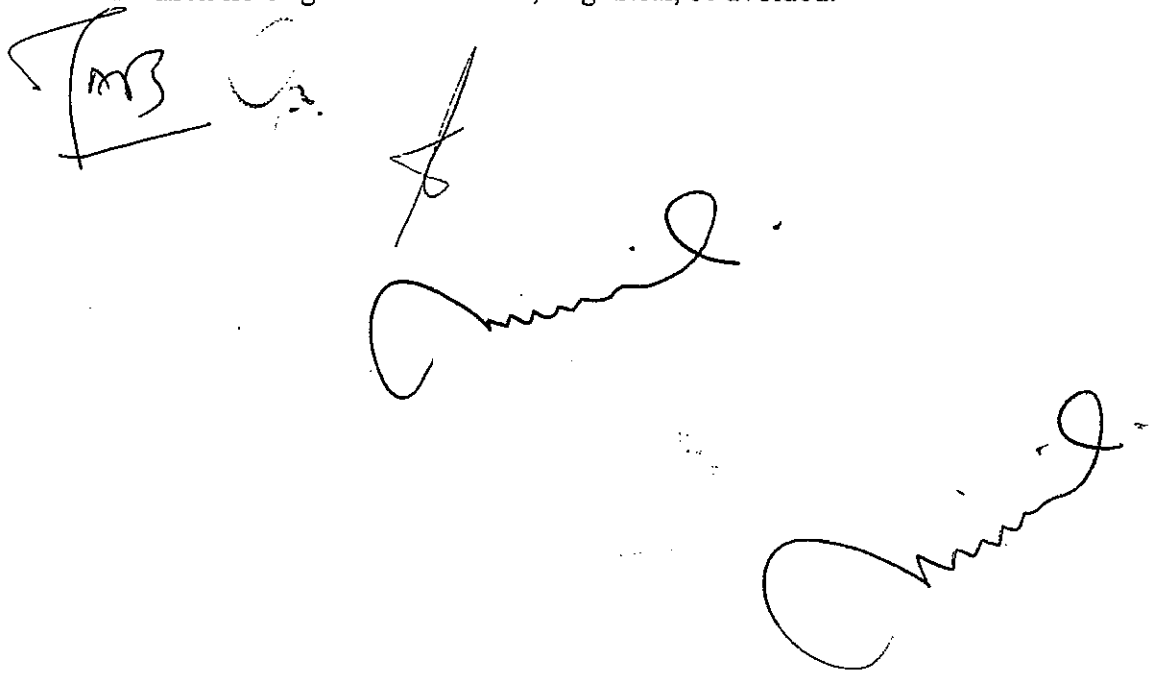
3.1 The Bastion is constructed of Globigerina limestone, whilst the Gate contains Globigerina, and Coralline Limestone, and a Marble inscription.

3.2 The Bastion Walls show widespread deterioration of stone, including alveolar weathering, powdering, flaking and other mechanical damage, as well as missing stones, loss of joint mortar, patches of cement rendering, and other damaging interventions. There is a widespread growth of higher plants. There are also some rusting pipes attached to the wall.

3.3 The Globigerina limestone in the Gate exhibits deterioration in the lower six courses, and powdering of the decorative and other elements at the top, especially beneath the cornice. It also exhibits localised cracking and reddened stone, (possibly from shrapnel damage). The Coralline limestone is in reasonably good condition, although there have been some cement repairs. The spirals at the top have, in fact, been completely replaced in cement, and the replaced parts show severe cracking caused from the rusting of the iron inserts. There is also loss of mortar, and widespread weeds. There is finally a certain amount of black crust, in the sheltered areas at the top.

3.4 Prior to the definitive restoration programme, it will be necessary to carry out salt analyses, and to make trials of the cleaning procedures, the consolidants, and protective coatings. A more detailed survey of the whole gate will also be necessary.

3.5 In general, the proposed works for the seaward Bastion consist of the removal of the cement facing, the removal of the pipes, the disinfestation of the higher plants, the repair, replacement or consolidation of deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. For the Gate, it is proposed to remove the iron inserts, and all cement repairs and additions, to replace these repairs with Coralline limestone, to clean the blackened areas, to disinfest the weeds, to repair, replace or consolidate the deteriorated stone, to repoint with lime mortar, and possibly to apply a protective coating. In general, ashlar or flat surfaces will be reinstated by replacement of the deteriorated stone with new stone, whilst stone features and mouldings will, as far as possible, not be replaced but consolidated. The "reproduction" of features of which no original remains will, in general, be avoided.



PARADE GROUND AND CASEMENT

4.1 The parapet walls of the Bastions and Curtain walls will be repaired, walled-up embrasures opened, and damaged portions reinstated. The alien constructions on the Cavaliers will be removed, and the parapet stonework and embrasures repaired. The stairs leading to the top of the Cavaliers from the parade ground will be cleared of vegetation, repaired and restored. The flagstone floor on the Cavaliers will be repaired and restored. The Gun Platforms (to the North and on St. Anthony Bastion), and the Gun Emplacements (on both seaward Bastions), dating from the nineteenth century and Second World War respectively, will be cleaned up and retained. The Parade Ground will be re-laid, and all tree-pits removed. The bridge at the rear of the Fort will be rehabilitated and retained.

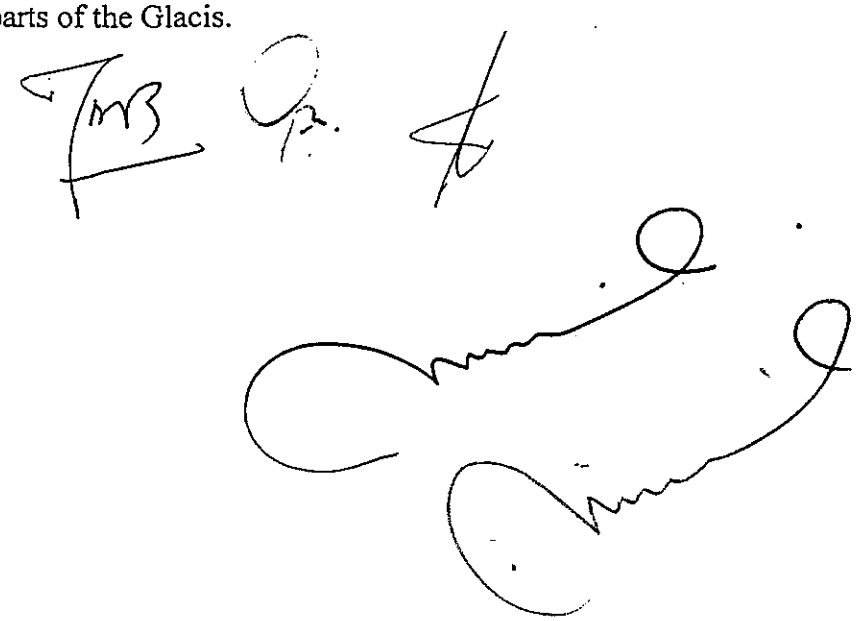
4.2 The Casement (Cavaliers and Inner Curtain) consists of high masonry barrel vaults, built of Globigerina limestone. Under each Cavalier there is a main vault, approximately 29.5m long by 5.4m wide, connected to four transverse secondary vaults, each approximately 4.2m by 12m. The Inner Curtain wall consists of eleven vaults, each 5m by 10m. The vaults under the Cavaliers are generally sound, although the entrances to the main vaults have been remodelled or blocked up. Four of the vaults of the Inner Curtain wall are structurally sound, whilst four others are partially demolished. The other three were completely destroyed during the Second World War, and replaced by an alien construction.

4.3 The stonework exhibits severe deterioration in many locations, particularly in the exposed courses at the top. There is thick cement rendering over most of the upper stonework. There is considerable loss of mortar from joints, as well as reddened, cracked and spalling stone, caused by localised fire damage. Prior to the definitive restoration programme it will be necessary to carry out humidity tests, and salt analyses in the walls, and to carry out trials for grouting, consolidation and protective coatings. The restoration works will include the removal of the cement rendering and other coatings, the repair, replacement or consolidation of deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating.

4.4 The alien replacement building will be demolished and the missing casement vaults re-instated, and the damaged ones repaired. Any alterations in the apertures will be restored to their original form. Doors and windows will be replaced using timber, using traditional designs. The original connections between the vaults will be opened up where possible. The internal stonework will be scraped of all paint or plaster coatings, and cleaned. Hard stone paving will be installed or repaired where still existing. The steps leading from the middle vault to the ditch will be opened up, cleaned, repaired and restored.

4.5 The stonework of the Polverista on St. Helen's bastion will be repaired and cleaned. The recent sanitary fixtures and pipework on the outside will be removed, the cement floor tiles removed and replaced by flagstones, and the door and windows replaced by wooden apertures.

4.6 The two large water cisterns underneath the Parade Ground will be restored and recovered for use as a water reservoir. The Entrance Guard Rooms, which will be retained as a Restaurant, using the existing sea front terrace. The Parade Ground itself will be used for open-air events, such as opera festivals. The Polverista will be developed as a Catering facility. The Casement vaults will accommodate a Fort Museum, with an accent on 17th and 18th century Fortifications and Weapons, coupled with a visitor centre, cafeteria, exhibition gallery and audio-visual centre. The Casement vaults will also accommodate a mixture of commercial and retail uses, the emphasis being on traditional crafts or art studios or workshops. The Parade Ground, Cavaliers, and Bastion perimeter will become part of a leisure-cum-tourist trail including the Ditch, the Ravelin, and parts of the Glacis.



BARRACK BLOCKS

5.1 There are four Barrack Blocks: two oriented alongside the Chapel, and with a main elevation facing the sea to the south-east, (indicated as Blocks C and D), and two outstanding blocks facing each other across the Parade Ground, (indicated as Blocks A and B).

5.2 Blocks A and B consist of practically identical Globigerina limestone constructions, consisting of seven two-storey modules each (approximately 9.3m by 4.2m per floor), and each faced by a two-storey high arched portico. The typical unit originally consisted of five-centred masonry diaphragm arches supporting stone slabs, over the ground floor, and masonry barrel vaults over the first floor. The original access to each unit was through the ground floor, and up through small steps, (timber?). Each Barrack Block also has a series of low rectangular out-buildings along the rear facade.

5.3 Block A, to the South of the Parade Ground, was hit during the Second World War, and subsequently reconstructed. The original construction therefore survives only in the southern four units. The remaining units have recent floor structures consisting of steel beams and concrete slabs. The overall condition of both original and replaced floors appears sound, except for the occasional cracked stone slab. The first floor vaults are, however, stained from rain water penetration.

5.4 The slab over the Portico has been replaced by a concrete slab, that is now heavily deteriorated. The stone pilasters of the Portico, which are probably not original, are also severely deteriorated. Thick cement rendering covers the lower half of the pilasters, and the deterioration extends up to four to eight courses above the top of the rendering. The arches and the top part of the Portico are in reasonably good condition. Most joints have suffered loss of mortar.

5.5 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, over approximately half the length of the facade. The side and back elevations show areas of new stone, sporadic alveolar weathering, loss of mortar from the joints, as well as cement rendering (particularly at the back), cement pointing, rusting pipes and higher plants on the roof.

5.6 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of the pipes, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing stonework, the insertion of a damp-proof membrane and the reconstruction of the lower parts of the pilasters and the re-assembly of the upper parts using the original stones. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. It is proposed that the concrete slabs over the three "damaged" units will be removed and the

original masonry construction reinstated. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or replaced using traditional materials. Finally, it is proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.7 Block B, on the other side of the Parade Ground, is in similar condition, except that all original slab structures at ground and first floor survive, and are in reasonable condition. The first floor barrel vaults are, however, badly stained through rain-water penetration.

5.8 The Portico roof has been replaced with a concrete slab, which is showing signs of severe deterioration. The pilasters are covered with thick cement rendering over their lower half, (approximately fourteen courses), and severe deterioration appears in the stonework up to five courses above the top of the cement rendering. The uppermost five courses are also severely deteriorated. The cornice is deteriorated and broken in places, and some stones are missing from the southern corner. There are areas with a general loss of mortar from the joints, patches of new stone, and of cement pointing, as well as substantial quantities of higher plants.

5.9 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, whilst the top courses of the ground floor are badly deteriorated. The side and back elevations show severe deterioration up to ten courses from the ground, and sporadic deterioration right up to the top. There are areas of new stone, of loss of mortar from the joints, of cement rendering; there are also rusting drainage pipes and other iron fixtures, (including an iron ladder), attached to these facades, as well as higher plants on the upper parts of the wall and on the roof.

5.10 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials will be necessary before completing the restoration programme. The proposed works will include, the removal of the cement rendering and other coatings from the facade, the removal of the rusting iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing structure, the insertion of a damp-proof membrane, and the reconstruction of the Portico, using as much of the original stonework as possible. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or repaired using traditional materials. Finally, it is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.11 Block C, on the West side, consists of five modules, (approximately 9.76m by 4.27m), and three stairways. The slab construction over the ground floor consists either of two adjacent groin vaults, or in one case, of a barrel vault. The vaults appear to be in a sound condition. The slab, over three of the units at first floor, also consists of a peculiar groin vault with a flat central portion, whilst the other units are roofed over by a system of steel beams and stone slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico originally consisted of an elliptical vault, whilst it is not known what the construction was over the first floor. The Portico in front of Block C is currently completely missing, except for one arch at the side. Little remains of the row of rooms at the back of the Block.

5.12 The facade of the Block has cement rendering over the ground floor, and deteriorated stone areas at first floor. The cornice is damaged or deteriorated, whilst there is general loss of joint mortar, and a significant amount of higher plants. There are also rusting pipes attached to the wall. There is cement rendering over most of the ground floor side and back elevations, as well as cement pointing, loss of joint mortar, and stone deterioration. The first floor side and back elevations are in reasonably good condition. Other rusting pipes are affixed to these facades.

5.13 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of cement pointing, the removal of rusting pipes, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. It is proposed that the Portico will be reconstructed to its original form. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.14 Block D, on the East side, consists of four modules, (approximately 9.76m by 4.27m), and two stairways. The slab construction over the ground floor consists of two adjacent groin vaults, which appear to be in a sound condition. The slab over the first floor consists of a system of steel beams and concrete slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico consists of an elliptical masonry vault, whilst the first floor is roofed over by a concrete slab, which is severely deteriorated. Nothing remains of the row of rooms that probably existed at the back of the Block.

5.15 The Portico pilasters have thick cement rendering at ground floor level. There is some severe deterioration at the springing of the arches of two pilasters

that are not completely rendered. There is also loss of mortar in the stonework at ground floor. The first floor appears to be in better condition.

5.16 The facade of the Block shows some deterioration at ground floor, and loss of mortar from the joints. The side elevation is in reasonably good condition. The back elevation has cement rendering over most of the ground floor. There is sporadic deterioration and rendering on the back elevation at first floor, as well as loss of joint mortar, higher plants, and rusting pipes and iron fixtures attached to the surface.

5.17 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of rusting pipes and iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.18 It is proposed that Blocks A and B will be utilised for residential use, providing fourteen duplex units, with external and roof terraces. Block C is proposed for a mix of commercial or office use, whilst Block D is proposed as a restaurant.

CHAPEL OF ST. ANTHONY

6.1 The Chapel was badly damaged during the Second World War, and practically only the facade, and part of one of the side walls still stands. The facade is completely unsupported at the West edge, and partly supported at the other edge - the junction with Block D is characterised by a fairly large vertical crack, which has been accentuated by ingress of water over the years. The facade has missing courses at the top and left corner, due to war damage. The statues that once graced its niches are also missing, although one pedestal still remains, and is in relatively good condition. The facade stonework exhibits deterioration up to about six to seven courses above ground, however, the decorative stone is mostly in good condition. Parts of the trophy-of-arms are missing, and there is also some deterioration on the figures and central shield. The facade has considerable loss of joint mortar, and some cement rendering, particularly over the lowermost courses.

6.2 The West side and back of the Chapel are missing, except for some courses that outline the footprint of the Chapel. The East side, which abuts against Block D, partially survives, and, in general, the decorative elements in the apses in the surviving portion are in a good condition, as are the elements on the inside of the facade wall.

6.3 The Development Brief suggested that the Chapel should be reconstructed, but it is felt that, in reality, few details exist of the missing portions. In any case, the validity of a complete reconstruction of the Chapel is extremely doubtful. The quality of the decorative stonework cannot be matched, and the reconstruction of the inside decorations, which, on the missing walls, are the most important features, would have to be completely conjectural. Current restoration philosophy militates strongly against the creation of "false" reconstruction, because this will detract from the value of what is original and which survives. Nonetheless, the front and side elevation should be reconstructed in order to complete the visual impression of the Fort itself.

6.4 On the basis of this approach, it is proposed to consolidate the surviving facade, and remove any possible structural danger. This will be done by pinning and doweling, using hidden stainless steel pins and epoxy resins, such that the intervention be as invisible as possible. The existing decorative features will be consolidated and protected, and measures taken to protect the structure from an excessive exposure to rain-water, and particularly from water penetration into the joints and top courses of the stonework. The remaining stonework will be cleaned up, consolidated where possible, and similarly protected. The missing parts of the elevation will be reconstructed, whilst the side and rear elevation will be re-interpreted. The access to the crypt will be cleaned up, and the crypt opened up as an exhibition room on the history of the Chapel.

6.5 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering, the repair, replacement and consolidation of the deteriorated stonework, the consolidation (rather than replacement) of the decorative stonework, the re-pointing with lime mortar and the application of an appropriate protective coating.

LAZZARETTO TERRACE

DIVISIONS 1 AND 2

7.1 These two Blocks, the ground floors of which are probably the oldest of all the blocks in the Lazzaretto Terrace, are practically identical in construction and condition. The ground floor of each Block consists of two long ribbed barrel vaults, of Globigerina limestone, one on either side of a courtyard. The main halls are approximately 37.6m long by 7.6m wide. Some of the perimetral walls of the ground floor are built directly on to the rock, which is hewn back to form part of the wall proper. The other minor spaces at ground floor are roofed over by a system of masonry diaphragm arches and stone slabs. The first floor consists of a series of dilapidated units, of a height varying between one storey and two storeys. These units are not currently accessible, but are characterised by a number of recent interventions. Extensive damage was reported to both of these Blocks after the Second World War, which damage was, in general, not repaired.

7.2 The external side wall of Division 1, on the side of Fort Manoel, supports a series of irregular rooms, now in a very poor condition. These accretions connect

the facade screen to the back wall, and the roof over at least part of them forms a first floor terrace that continues to the front and back of the two Blocks.

7.3 The ground floor of Division 1 is not currently completely accessible, hence its condition cannot be accurately ascertained. Parts of the courtyard elevations are visible through the entrance gate, and show severe deterioration. It is likely that the rest of the courtyard, as well as the internal spaces of this floor, are also in rather poor condition. The main vault on the right of the courtyard is completely collapsed. Part of the other main vault, to the left of the courtyard, is held up by temporary props. The single storey units on the seaward elevation are generally inaccessible. Most of the two-storey units, that originally existed on the landward elevation, remain, albeit in a poor and inaccessible condition, except at the corner with the East facade, where only one of the two storeys remains.

7.4 The courtyard walls of Division 2 show serious deterioration, even to the stonework of the previous re-cladding, up to course twenty-three. The wall at the far short end of the courtyard is, in addition, bulging outwards. Some fire damage is visible on the courtyard walls. The structure is everywhere precarious. The rooms at the back of the courtyard have considerable damage to the ceiling, with some stone slabs coming down, and the diaphragm arches spreading outwards. The main vault to the left of the courtyard is in relatively fair condition, but half of the vault on the other side is in a dangerous state, with temporary props holding up at least half of the ceiling. At first floor, the units are in a condition similar to Division 1: two of the two storey units at the rear are currently in-existent, whilst what remains is inaccessible or in a poor condition.

7.5 The arcade in front of the two Blocks, which, aesthetically, is one of the more interesting features of the whole Terrace, shows some advanced deterioration of most of the stonework, particularly in the lower courses of the pilasters, where in direct contact with the rock coast. The inside of the arches and the ceilings show extensive black crusts. The condition of the intermediate floor, on which the transverse stability of the arcade depends, could not be ascertained properly, because it is inaccessible from the top; however, viewed from the under side, it exhibits severe deterioration. The arcade is thus in a precarious state.

7.6 The facade of both Divisions, behind the arcade, is severely deteriorated from the ground up to at least the sixteenth course, but often right to the top. There are areas of severe mortar loss from the joints, black crusts on the top courses, and grey crusts on the lower courses, higher plants in some mortar joints, and attached drainage pipes (causing rust staining), and other accretions. The courtyard walls show the same loss of mortar from the joints, the same presence of higher plants, the same attached accretions, and occasional damp patches or algae, and also blackened areas, (in the passageway).

7.7 It is being proposed that, first of all, all constructions at first and second floor be removed, and re-built. For the ground floor, it is proposed that the main vaults, which is in the better condition, will be repaired and strengthened, whilst the two central ones, which are currently holding up by virtue only of the temporary props, will be reconstructed. The courtyard walls will, however both be repaired, and, if necessary, re-clad. The repair of the screen facade, (or re-building

where necessary), will probably require that the existing facade is, at least partially, dismantled, before re-erecting. This is because the worst conditions are found in the supporting pilasters, and because the overall stability of the arcade wall is now doubtful. The facade of the building will also require substantial re-cladding.

7.8 For the rest of the stonework it will be necessary to remove the sources of humidity, (including the insertion of damp-proofing materials), to remove the higher plants, to clean the black and grey crusts, to repair, replace or consolidate the deteriorated stonework, to re-point with lime mortar, and, possibly, to apply a protective coating. Algal growth will be disinfested, and pipes and other accretions removed. The full details of this intervention can only be established after a full series of humidity tests, salt analyses, and after trials for the cleaning and consolidation treatments.

7.9 The proposed use of the refurbished and reconstructed building continues the residential tradition of this block. The reconstructed first and second floor will provide high quality duplex residential accommodation, around the two courtyards and the swimming pool. The ground floor spaces will provide accommodation for a Sports Club for the residents of Lazzaretto Terrace.

DIVISION 3

8.1 This Block is an atypical one, built into a gap between the Divisions 1 and 2, also referred to as the Palazzo Vecchio, and Division 4, referred to as the Palazzo Nuovo. It has no internal courtyard, and has a narrower frontage than the other Blocks. The ground floor consists of a main hall, 7.4m wide by 37.5m long, roofed over by diaphragm arches and stone slabs, and another main space, 28m long and approximately 9.2m wide. The latter space is not easily accessible, except through a small crawling space at one end. The construction is not clear, but appears to consist of two parallel lines of arches located at 3.6m from either side. This construction obviously corresponds to the line of the corridor walls above. The other secondary spaces at ground floor accommodate staircases, of which only one, and in doubtful condition, remains. At first floor, and second floor, the accommodation is organised into a series of small rooms, approximately 3.4m x 3.8m, on either side of a corridor. On the first floor the roof over these spaces is carried by arches and stone slabs, whilst over the second floor the structure consists of timber beams and stone slabs.

8.2 The condition of the whole Block is, overall, fair. The arches in the main hall at ground floor are all in place, although some stone slabs have fallen and others are in a precarious state. Parts of the walls of this space are hewn out of the rock. The first and second floor are both in a reasonably sound condition, except for some rooms at the rear. The main steps to the upper floors are in a dangerous state, especially in the lower flights. No construction over the main hall exists at the moment.

8.3 The facade is faced with Globigerina limestone up to the thirteenth course. The lower courses, particularly courses fourteen to nineteen, show extensive deterioration. The facade also suffers from loss of mortar from the joints, with

cement rendering in patches. The condition of the upper courses is reasonably good.

8.4 The proposed remedial works include the removal of the facing and cement rendering from the facade, the repair of the stone slabs over the main hall at ground floor, and the subsequent installation of a roof waterproofing system. The main stairs has to be dismantled and rebuilt; and the second space at ground floor has to be made accessible. The arcade that originally fronted the sea no longer exists, but it is proposed to reconstruct it, in accordance with the photographic evidence available. No major repairs will be required at the upper floors, except for those rooms at the rear. Nonetheless, it will be necessary to carry out the standard humidity tests, salt analyses, and consolidant trials. The deteriorated stone, particularly on the facade, will need repairing, replacing or consolidating, as well as re-pointing with lime mortar, and possibly treating with a protective coating.

8.5 It is proposed that the upper floors be rehabilitated as hostel accommodation as part of the Yacht Club Residence adjacent. The lower floors will accommodate additional facilities of the Yacht Club Residence.

DIVISION 4

9.1 The Block is organised around a large courtyard, measuring 15m by 23.6m, dominated by an imposing staircase supported on flying arches. The ground floor consists of the typical main halls at the sides, in this case 7.6m wide and 37.6m long, with relatively smaller spaces along the rear and front of the courtyard. The original construction envisaged diaphragm arches and stone slabs, over both main and secondary spaces, at ground and first floor level. The records show that substantial damage was incurred during the War, and as a result the roof structure over the side wings at first floor, and that over both main halls at ground floor has been changed. The structure at first floor has been changed to a system of steel trusses and corrugated sheeting; whilst that over the ground floor has been changed into a system of steel beams and corrugated sheeting acting compositely with a concrete topping.

9.2 Some diaphragm arches remain in both main halls at ground floor, approximately nine in the left hand wing, and a couple in the right hand wing. The diaphragm arches in the other secondary spaces are in a fair condition, but many of the stone slabs above are split, mostly as a result of fire damage that has occurred in the right hand wing, and in most of the secondary spaces. In some areas the cracked stone slabs have been replaced by in-situ concrete. The fire damage is quite extensive, with black (soot) surfaces, stone surfaces that have turned pink, as a result of the exposure to high temperatures, and spalling. The entrance lobby has some arches missing, whilst the passageway to the courtyard has extensive blackened areas, and dirt deposition, some powdering or flaking of the stone surface, and areas of rendering (mostly of lime). The side wall of the left hand main hall, which is partially hewn into the rock, has also been pierced by an unsightly large opening, presumably to allow access for large vehicles.

9.3 At first floor, most of the balcony around the courtyard is unsafe, and a number of the supporting corbels missing or damaged. A few diaphragm arches remain in the left hand wing, but most of the right wing arches still exist, albeit in doubtful condition. The wall at the rear of the central secondary space has been badly damaged by falling masonry from the outside. The wall that divides this Block from Division 3, appears to have been radically modified.

9.4 The front facade has a Globigerina limestone facing, up to course thirteen, which is itself deteriorated, and appears to be detaching itself from the building. The next six courses above the facing are also severely deteriorated, with the "skin" appearing to have fallen off. The lower courses of the facing have some cement pointing, as well as some cement rendering. The first floor is in reasonably good condition, except for extensive loss of mortar from the joints. The coat-of-arms on the front is very badly deteriorated and completely illegible, whilst the inscription has accumulated dirt, and cement around the edges. The side facade also has a Globigerina limestone facing, up to course seventeen, with deterioration extending up to course twenty-seven, and sporadically beyond. This facade also has some cement facing, and a small patch of new stone. There are higher plants growing in some of the mortar joints, as well as a general accumulation of pipes, wires and other fixtures.

9.5 In the courtyard, the deterioration of the lower courses reaches up to about the twentieth course. The grand staircase is supported on pilasters that have extensive deterioration, or unsightly cement, or "artificial stone", repairs. The parapets, especially, need to be reconstructed. Once again there is extensive loss of mortar from the joints, considerable cement pointing, and, in some locations, thick cement facing, or tiles, laid over cement. Numerous higher plants are growing from the open masonry joints, especially on the staircase. The stones also have rust staining, mostly from the corrugated roofing over the balcony, but also from iron ladder rungs. There is localised cracking of stone.

9.6 The proposed works are quite extensive. First of all it is necessary to reinstate the diaphragm arches in the main halls at ground and first floor, and in the entrance lobby, as well as the missing corbels and the whole balcony. It is necessary to dismantle and re-assemble the damaged rear wall at first floor. The courtyard elevations, as well as the main and side elevations need extensive repair work, as does the main staircase. The garage door opening in the side wall needs to be improved, possibly by converting it into an arched opening. The facing on the elevations will be removed and replaced. All cement pointing, facing or tiles will also be removed. The coat-of-arms will be treated with consolidant to try to preserve whatever remains of it. The stone surfaces will be cleaned of the rust stains, of the soot, and other deposited dirt, and disinfested of the higher plants. The miscellaneous fixtures to the facades will be removed. The marble inscription will be cleaned. The deteriorated stone will be identified, replaced or consolidated. The fire-damaged stone might be repaired by grouting or by inserting special pins. The whole of the elevations will be repointed using lime mortar, and possible treated with a protective coating. The arcade that previously fronted the sea has been, apparently, recently dismantled. It is proposed to reconstruct it, in accordance with the photographic evidence available.

9.7 A number of tests have to be carried out prior to the finalisation of the repair programme. These include the standard humidity tests, salt analyses, as well as analysis of the "artificial stone". In addition, it will be necessary to carry out cleaning, disinfestation, consolidation and grouting trials. The need, and the technique, for the insertion of a damp proofing membrane into all walls has to be investigated carefully.

9.8 It is proposed to use the ground floor spaces for the facilities servicing the Yacht Club Residence, namely restaurant, clubhouse, private function rooms, and administration area. Since it is necessary to dismantle the internal walls, to be able to repair and strengthen the roofs over the ground floor, and since the roofs over the first floor have to be re-done anyway, it is proposed to gut the whole of the internal spaces of the first floor, and to convert this space into a number of luxury duplex apartments, behind the existing facades.

DIVISION 5

10.1 Practically nothing remains of this triangular block. It is not proposed to attempt to reconstruct it.

DIVISIONS 6 AND 7

11.1 These two blocks are practically identical in form and condition. They were, probably, originally single storey constructions, each consisting of two main halls, approximately 7.2m x 40.8m, on either side of a relatively narrow courtyard. At a certain stage, a series of apartments was constructed along the front of both Divisions together. The apartments were accessible from three pairs of distinctive external staircases, of which only a pair remains, and in a very poor condition. The staircases are founded along the edge of the quay, and vault over the walkway in front of the Blocks.

11.2 The main halls at the ground floor were originally roofed over by means of diaphragm arches and stone slabs. Both halls of Division 6 were extensively damaged during the War, and the roofs replaced by a system of steel trusses and corrugated sheeting. In many locations, the springing of the diaphragm arches is still visible. The side external wall, that originally abutted against Division 5, has also been extensively modified, and rebuilt. The wall of the main hall, which abuts the left side of the court yard, is bulging out, and has been, at an earlier stage, buttressed by two sturdy constructions in the courtyard. The roof to the small room at the end of the courtyard is extensively damaged. The arch forming the internal facade of the passage way, on to the courtyard, is missing. A garage opening has been punched through the facade wall of the left hand vault.

11.3 The courtyard walls are extensively deteriorated, with missing stones, exposing the rubble infill, with localised cracking of stones, as well as some areas of cement facing, some patches of paint, considerable loss of mortar from the joints, and numerous higher plants growing in the mortar joints. The passage to the courtyard shows deterioration up to the topmost courses, as well as some areas with very thick cement rendering, some cement pointing, and extensive loss of mortar from the joints.

11.4 In Division 7, the main hall on the left of the courtyard is in reasonably sound condition. However, a substantial portion is missing from the hall on the right side of the courtyard; except for the front section, the whole of the roof has been replaced by steel trusses and corrugated sheeting. The structure over the entrance hall is partly demolished, and has a number of missing stone arches. Extensive concrete modifications have been done to the doorways of the two small rooms, on either side of the entrance.

11.5 The lower courses of the courtyard walls are deteriorated, up to the level of the seventeenth course. Some parts of the wall are faced with a skin of Globigerina limestone, whilst, in other locations, the lower courses are covered with a cement facing. There is some localised fire damage, with reddened and blackened stone surfaces, areas of salt efflorescence and loss of mortar from the joints. The walls are further encumbered with the presence of higher plants growing from the mortar joints, and of drainage pipes. The passageway to the courtyard has extensive areas of cement rendering, blackened areas and areas of advanced deterioration.

11.6 The lower three courses of the facade are faced with Coralline limestone. The subsequent eight to ten courses are severely deteriorated, with additional deterioration distributed practically all over the facade. In some areas of the facade, the reconstruction with new stone is quite clear. A couple of openings have been modified with a cement surround. The condition of the facade of the first floor is in fairly good condition, though again showing some areas of new stonework. There is an extensive overall loss of mortar from the joints, and numerous redundant fixtures to the facade. The lower courses of Division 7 have some cement repointing. The side elevation of Division 6 has extensive deterioration, and missing stones up to the fourteenth course, and especially in the ninth to the eleventh courses. There are also higher plants growing in the exposed interstices.

11.7 The one surviving staircase is in poor structural condition, and the stonework also exhibits extensive salt efflorescence. Most of the original construction at the first floor of Division 6 is missing, behind the facade, which has obviously been re-built in recent times. The first floor over Division 7 is also demolished over the entrance, whilst the rest is inaccessible. In general, the condition is very poor. The structure on the left hand terrace of Division 7 is obviously a recent addition.

11.8 The proposals envisage that the first floor structures are all demolished and a new construction erected instead. The two outer halls at ground floor will be repaired and reconstructed with diaphragm arches and stone slabs, where necessary, but the two inner ones, which abut against each other, are considered beyond recovery. The arcade to the courtyards will be replaced, and the halls reconstructed, to carry a swimming pool at terrace level. In practice, it is likely that the strengthening of the courtyard walls will require dismantling and rebuilding. The facade also needs a complete re-instatement. All the dividing walls, in the sound main hall in Division 7, will be removed, and blocked arch

openings will be opened up. The roof over the hall, at the rear of Division 7, needs to be repaired.

11.9 The stone facing on the facades needs to be removed. Any cement facing or pointing will also be removed. The facade needs to be disinfested from the higher plants, cleaned, and possibly treated for rising damp, by the insertion of a damp proof membrane. The repair, replacement or consolidation of stonework has to be studied in the light of the fact that most of the existing facade is itself a poor reconstruction. In any case, a complete repointing with lime mortar is necessary, and possibly the application of a protective coating will also be considered. A series of tests will be necessary before completing the restoration programme, to establish humidity levels, and salt content, to establish the efficacy of the cleaning, consolidation and protective coatings that could be applied.

11.10 It is proposed that most of the ground floor of the two Divisions will be part of the residential services for the apartments above. The main hall in Division 7, which is still in a sound condition, will be used as a conference/exhibition hall, connected to the complex of facilities in the adjacent Division. At first and second floor, the development will accommodate duplex or simplex apartments, arranged around the two courtyards, and the raised pool/terrace.

DIVISIONS 8 AND 9

12.1 The last two existing Blocks in the Terrace are identical in form, but not in condition. They are probably the last Blocks to be erected in the Terrace, and to a certain extent the condition of the stonework reflects this. The original structural system envisaged stone diaphragm arches supporting stone slabs, over the large ground floor spaces, and timber beams carrying stone slabs over the first floor. The ground floor layout of both Blocks consists of a central courtyard, 13m wide by 24m deep, with two main halls along each of the long sides. The halls measure approximately 7.8m wide by 37.5m long, internally. The courtyard is accessed through a relatively small passageway past the original staircases to the first floor. At the rear, the courtyard is completed by another small chamber, constructed in a similar way. At first floor, the staircases give on directly to the balcony around the courtyard, from which access is gained to the series of large rooms arranged all round.

12.2 The ground floor of Division 8 is in a poor condition. Part of the roof over the entrance is missing. The stairs, that were originally on either side of the entrance passage way, are both missing. The structure of the hall on the left of the courtyard is generally sound, but there are some broken stone slabs, or slabs that have replaced with concrete. Some extraneous dividing walls have been erected in this main space. Part of the external wall to this hall, particularly towards the front, is leaning out. A number of diaphragm arches are missing in the corresponding hall on the other side of the courtyard, which have been replaced by steel beams. At the short end of the courtyard, a new wall has been built, partly to support a new balcony, and partly, it is presumed, to buttress the wall of the smaller hall at the rear of the courtyard. The external face of the latter, in fact, bulges outwards, and the inner face shows signs of coming away from the internal diaphragm walls. Many of the original openings to the courtyard are blocked up.

12.3 The courtyard exhibits substantial deterioration of the lower ten courses, and also some limited shrapnel damage. Localised cracking of the stone also occurs, as well as the usual higher plants, growing from the interstices in the stonework, and the redundant pipes, and wires that accumulate on the facades. The courtyard is also dominated by a massive steel staircase that gives access to the first floor. The walls have a limited amount of cement facing, cement repointing, some paint and graffiti, and significant dirt deposition, particularly on the lower courses. There is widespread loss of mortar from the joints. The entrance passageway shows thick black crusts on the lower courses, and some remnants of lime plaster. There is widespread deterioration of the stonework, and, once again, extensive loss of mortar from the joints.

12.4 Most of the wings at first floor level of Division 8 are now demolished, except for a new construction on the right hand side. The back hall is also not original, and has been reconstructed recently using new stonework and a new reinforced concrete roof. At the front, the rooms over the entrance passageway, and staircases, do not exist at first floor level. Only the two rooms at either extremity of the facade can be currently utilised, albeit in poor conditions.

12.5 The ground floor halls of Division 9 are generally structurally sound, with few signs of rising damp, and a few damaged stone slabs over the diaphragm arches, particularly in the right hand hall. The original hard stone steps of the staircases have been covered with a thick cement tread.

12.6 The courtyard walls and their facing are also in reasonably good condition. The lower courses of the original walls show some deterioration, and there are patches of cement rendering, cement pointing, and dirt deposition. There is considerable loss of mortar from the joints, and the ubiquitous drainage pipes, some leaking and most rusting. A damp patch appears on part of the courtyard wall, probably as a result of a leaking pipe; as well as a patch of black paint or bitumen. The balcony around the courtyard has a number of missing corbels, and the floor of the balcony has all been replaced with concrete, with signs of fabric corrosion on the under-side. The entrance passageway is in reasonable condition, with some blackened stonework, and some extensive areas of stone deterioration, including alveolar weathering, powdering, flaking and spalling. The courtyard is encumbered with two two-storey rooms erected in the middle of the long sides of the courtyard; these rooms are indicated in the existing plans dating from the first half of this century, but not in older drawings.

12.7 The first floor roofs are generally sound, but are all new. A variety of systems have been used to replace the original structural system, including reinforced concrete, prestressed concrete planks, prestressed beams and hollow bricks, as well as concrete cast over the original stone slabs, supported on new transverse steel beams. Timber beams, possibly original, remain only over the staircases. The walls are also generally sound, although most of the interiors have been coated with plywood, (or other), lining, so that its superficial condition could not be accurately assessed. A number of internal walls have also been modified, when compared to the plans available. The internal facades around the courtyard

are probably original, but have no particular features so that this might be confirmed.

12.8 The condition of the facade varies. For both Divisions the facade is structurally sound. A Coralline limestone facing, approximately two to three courses high in Division 8, and four to five in Division 9, has been inserted at the lowermost level. In Division 8, the Globigerina stonework, within three to five courses above this facing, shows advanced deterioration, and some cement pointing. The rest of the facade shows loss of mortar from the joints, but, in general, the condition of the first floor is good. The stonework in the balcony is, however badly deteriorated. There are localised black crusts, and powdering patches, as well as the usual accretions of wires, lamps and other rusting metal inserts. In Division 9, the situation is very similar, with deterioration of the Globigerina up to course nine, with loss of mortar from the joints, cement re-pointing in the lower courses, black crusts and powdering patches, and numerous accretions. There are some instances of stone cracking, and indications of new stonework in the balcony.

12.9 The side elevation of Division 9 is also in reasonably sound condition. There is advanced deterioration of the lower six courses, with less pronounced deterioration up to the level of the nineteenth course. The walls show, once again, some cement re-pointing in the lower courses, a limited amount of higher plants, some few areas of paint, a number of long and thick rusting pipes and other accretions, a blackened (soot) patch at ground floor level, and general loss of mortar from the masonry joints, especially in the upper courses.

12.10 It is proposed that all the courtyard elevations and the ground floor halls will be re-instated. The steel stairs in Division 8 will be removed completely. The recent wall at the rear of the courtyard will be removed; the original wall behind it may need strengthening by tying together the external and internal skins. The missing corbels in the courtyard of Division 9 will be re-instated, and the balcony floor demolished and re-done. The balcony in Division 8 will be completely re-constructed. The existing first floor constructions will be demolished, except for facades that are shown to be original, and duplex and simplex apartments will be built around the two courtyards. The demolition will also permit the taking up of the floor construction over the ground floor, so that the damaged or missing stone slabs could be re-instated. The necessary slab strengthening can then be carried out before the erection of the new walls. The pool structure in the courtyard of Division 9 will be removed.

12.11 The internal spaces generally do not require more than a cleaning of the multi-layers of limewash, and the recovery of the original hardstone paving where still existing. The courtyard and external facades require general repair work, with the replacement of the worst stone blocks, and consolidation of the rest. The hard stone cladding has to be rationalised, whilst the deteriorated Globigerina cladding will be replaced. The external walls need a thorough cleaning of cement pointing, and cement facing, as well as of the blackened, and of any painted, areas. All the usual higher plants, accretions and metal fixings will be removed. The sources of humidity into the facade should also be removed, and the possibility of an insertion of a damp-proofing membrane has to be studied. The whole of the

facades will be repointed with lime mortar, and, possibly, given a protective coating.

12.12 The complete restoration programme will require, first of all, a detailed mapping of the stone condition, and a series of tests to establish humidity levels, salt content, and to establish the efficacy of the cleaning, consolidation and protective treatments possible.

12.13 The re-use proposals for these two Divisions include a restaurant occupying the left hand main hall of Division 9 and the courtyard, (as well as the new construction to be erected against the side elevation); an area for Marina Services in the left hand hall of the same Division; and, conference and exhibition facilities in the whole of the ground floor of Division 8. The first and second floors of both Divisions will become residential duplex or simplex apartments.

DIVISION 10

13.1 The Old Plague Hospital consisted of six similar units, almost square in plan form, arranged in a terrace next to each other. The original elevations consisted of a series of semi-circular arches, as indicated in historical drawings copied in this report. This Division was extensively damaged during the War, and then modified extensively internally and externally, to the extent that practically nothing remains of the original construction. The length of the terrace is approximately two-thirds of the original length, and the width has increased by a couple of metres; there is no trace of the arches on the elevation. In these circumstances it is not proposed to attempt to reconstruct the Block, but indeed to remove the recent constructions, and re-model the whole edge of the Lazzaretto Terrace, to meet the proposed Village. This is indicated in the part master-plan attached to this document.

MANOEL ISLAND - MISCELLANEOUS BUILDINGS

CEMETERY CHAPEL

14.1 The chapel is the only surviving element of one of the many cemeteries on the island. The historical significance of this structure is explained elsewhere in this report. The chapel is a very small structure of Globigerina limestone. It is severely deteriorated. At the front, the severe deterioration extends up to the eight course, and continues, less severe, practically up to the level of the cornice. The deterioration includes alveolar weathering and powdering and flaking of the stone surface. There is very extensive loss of mortar from the masonry joints, almost complete on the front elevation. There are areas of cement repointing, as well as cement rendering over the lower five to six courses of the facade. There are some remnants of lime rendering at the top. Some blocks are missing from the side and back elevations, and there is an area where new stone has been inserted in a prior repair. The roof stonework is also badly deteriorated, with higher plants, and signs of water penetration.

14.2 Before embarking on a restoration programme it will be necessary to carry out humidity tests, salt analyses, and consolidation and protective coating trials. The cement rendering and pointing will be removed, and higher plants disinfested. The damaged stone on the facades will be mapped to identify which stone will be replaced, which repaired and which consolidated. The whole facade will be repointed using lime mortar, and given a protective coating.

14.3 It is proposed to retain the Chapel as an architectural feature in what will become one of the main Village squares, as a memento of the past activities on Manoel Island.

CUSTOMS HOUSE

15.1 The Customs House was originally part of the New Plague Hospital, located next to the Cemetery mentioned above. From the drawings and records available, it appears that it was not part of the original Hospital, but was inserted at a later dated between the long wings, possibly as accommodation for the Medical Officer. The construction is simple: the plan form consists of four approximately equal units, roofed over by stone arches and stone slabs over the ground floor and with timber beams and stone slabs over the first floor. A corridor divides the house in two at both levels.

15.2 The interior of the house is in relatively good condition, with little modern modifications. The facade has a Coralline limestone facing extending over the lower seven courses. The six courses above this facing, and the three courses below the cornice exhibit severe deterioration. The cornices are damaged, and cement rendering has been used over the lower courses and around doors and windows. The top part of the elevations is in good condition. The facades have a modest loss of mortar from the masonry joints, and an accumulation of wires, connection boxes, drainage pipes and other iron fixtures.

15.3 The internal walls will be cleaned, and all internal temporary partitions removed. The facades will be tested for humidity levels and salt content, and trials run on possible consolidants and protective coatings. The cement rendering and pointing will be removed. All pipes, wires, and other fixtures will also be removed. The facades will be mapped to identify the damaged stone, and the stone repaired, replaced or consolidated as appropriate. The facades will be repointed using lime mortar, and given a protective coating.

15.4 It is proposed to adapt the building to be used as a central catering facility in the main square of the Village.

QUARANTINE CATTLE-SHEDS

16.1 The original constructions at this location are some of the earliest to be erected on Manoel Island. It is however difficult to establish if any of the remaining components date back to this period. The building has been modified extensively, with the original yards roofed over using steel beams and prestressed precast slabs. The facades have been extensively modified, particularly those on to the main street of the island. The external walls of the wings are practically blank, but it is not clear how much of these walls are original. The only elements that have been considered in this report are, in any case, the two long wings of the complex.

16.2 The wing to the right of the current entrance retains a number of interesting features. It is roofed over by a series of thick arches, carrying timber beams, except for the last unit in the wing, which is roofed over by a series of diaphragm arches and stone slabs. The elevation of the internal wall of this wing, which would be the elevation into the original cattle yard, consists of a thick wall pierced by small semi-circular arches, (except for a couple that have presumably been changed into rectangular openings). Part of this wing also has a first floor level, possibly part of the original apartments for the fodder and cattle dealer.

16.3 The wing on the other side was not accessible. The internal elevation has, however, a series of segmental arched openings, which could be part of a nineteenth century modification of the cattle sheds.

16.4 The external facades of the long wings exhibit deterioration of the lower twelve courses, and, in some areas, also of the upper seven courses. There is some severe alveolar weathering and powdering, and, in some instances, the loss of entire blocks, with gaps of as much as ten stones. There is widespread loss of mortar from the joints, localised cement repointing, and rendering, areas of whitewash or lime rendering, and blackened upper crusts. The facades also show the usual dose of higher plants, wires, road signs and other metal fixtures.

16.5 After the appropriate humidity tests, salt analyses tests, and consolidation, cleaning and protective coating trials, the restoration programme will include the removal of all cement rendering and pointing, the removal of all wires, road signs and metal fixtures, and of higher plants. The rest of the stonework will be mapped to identify the areas that require cleaning, repair, replacement or consolidation. The whole of the facades will be repointed using lime mortar, and possibly given a protective coating.

16.6 It is proposed that the recent structures over the original cattle-yards will be removed, and the yards re-habilitated as a village square formed by the two old wings and by new constructions on the other two sides. The complex will accommodate retailing and some catering facilities.

YACHT YARD BUILDING

17.1 This building was part of the leisure facilities for the naval crews of the ships that presumably berthed on the island. The building includes a large theatre/canteen space at first floor, and is roofed over using steel trusses and sheeting. The building interior was not accessible for inspection.

17.2 The external stonework is in excellent condition, except for some dirt deposition, some graffiti and some rust stains. There is some deterioration and mortar loss in the topmost courses, on the side. There are a number of rusting pipes, a metal staircase, and other accretions affixed to the facade.

17.3 The works proposed envisage the removal of all redundant pipes and other accretions, the cleaning of the stonework, using appropriately tested methods, minor repairs to the stonework, and the repointing with lime mortar as necessary. Since the condition of the stonework is very good, the use of a protective coating has to be considered carefully. It is proposed that the existing steel truss roof be retained, except that the roof sheeting may need to be replaced. The proposed use is related to the development that might occur on the north coast of Manoel Island, but it is clearly appropriate for communal and commercial use.

BOAT BUILDERS' WORKSHOP

18.1 The complex is a collection of run-down, without much architectural merit, but parts of which are of historical relevance, in connection with the 20th century military activities on the island. On the most prominent of the spaces, the stonework is not visible, because of a white rendering over practically the whole of the building. The condition of the stonework cannot, therefore, be assessed.

18.2 It is proposed that the group of rooms be cleared of all alien structures and incorporated into a new structure. It is proposed, in particular, that the elevations of historical relevance be retained, but incorporated with modern additions. The new building is proposed as a water-front restaurant complex. It is also proposed to re-construct the pier projecting into the sea, as appears on many of the available historical maps of the island.

CYCLORAMA

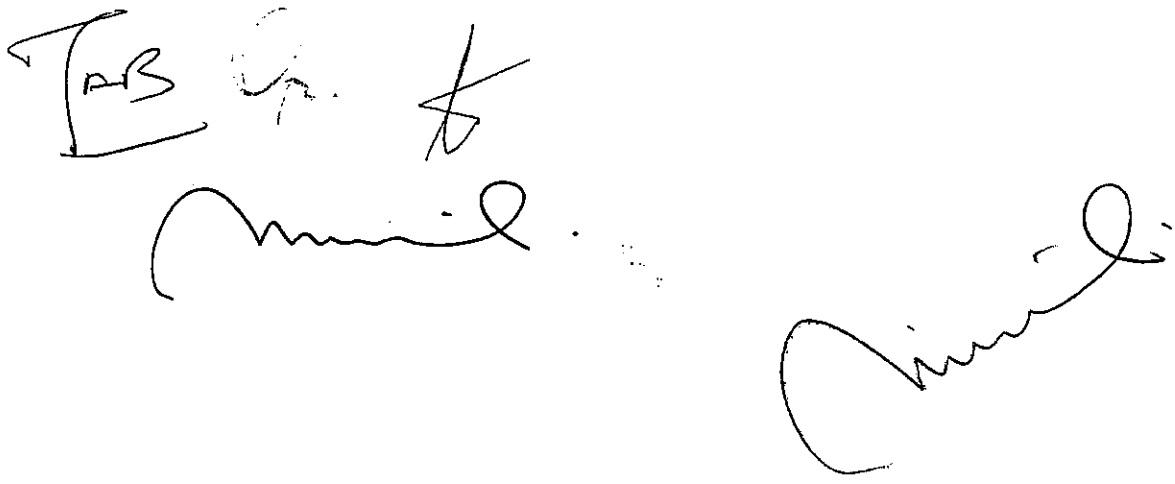
19.1 Of the building that is identified on the Development Brief as the Cyclorama, there is, in fact, very little still extant. Some of the machinery, used for anti-aircraft simulation practice, exists on site, but the enclosure that housed it is practically gone. In addition, the Cyclorama building is not an original part of the fortifications of Fort Manoel, and currently intrudes negatively in the view of Fort Manoel from Sliema.

19.2 For this reason, it is proposed that site, and ruin, of the Cyclorama be preserved in-situ, as a memory of its use, but no attempt be made to install a "replica".

RESERVOIRS/FUEL STORES

20.1 The Development Brief indicates the presence of a number of reservoirs and fuel stores, which might be retained by the Development Project. Not many historical details were available for these underground stores. In any case, where possible, any underground tanks will be retained and incorporated in the infrastructural network to be installed. Underground tanks apparently exist below the courtyards of most of the Lazzaretto Blocks, as well as below the Cattle-Yards. Where possible, these will be re-furbished and used for water storage of the buildings above. The fuel stores identified in the brief are located under the ecologically protected area, and the layered system of arches presumably provided protection for the precious fuel stores for overhead bombing. It is proposed to clean up these stores, and open them up for an appropriate use, such as, for example, target shooting galleries.

20.2 The Brief does not make reference to a big water reservoir that existed at the back of Divisions 8 and 9 of the Lazzaretto Terrace. This reservoir had a capacity of nearly 1.8 million gallons, and was apparently also protected by a heavy rubble mantle, overlying a significant depth of earth. The structure of the reservoir was not accessible, and hence its condition cannot be reported, but it appears from the available drawings that it consisted of big masonry piers carrying major transverse arches, with overlying shallow masonry vaults spanning from one transverse arch to the other. The overburden, and the protective rubble mantle, are no longer visible. It is proposed that the reservoir will be used for water storage, after careful assessment of its condition and structural capacity, for use by the apartments in Lazzaretto Terrace.



FORT TIGNE'

TOWER

21.1 The Tower is a two-storey structure dominating visually and physically the whole of the Fort. It is in a good state of repair, but it was not possible to examine the state of the roof slabs, because of the timber lining that is part of the interior decoration of the current use. The facade exhibits sporadic deterioration, including alveolar weathering, powdering and flaking, especially in the upper six courses. Some stones in the cornice are broken, and some stones have extensive cement coatings. The main doorway also has significant cement rendering. There is some loss of mortar from the joints all over the facade, with some areas of cement repointing. The elevation has a number of redundant wires, pipes and metal fixtures.

21.2 As recommended in the Brief, all reinforced concrete ceilings will be removed and replaced by masonry vaulted ceilings. The concrete and tiled floors will also be taken up, and replaced by flagstones. It is proposed that the Tower be included in the Heritage route described in 23.5 below.

FLANKS AND BARRACK BLOCK

22.1 There are four Flanks, forming a quadrangle, which is, in turn, divided into two by the Barrack Block. All Blocks appear to have undergone significant changes to their elevations. It is likely, in fact, that the current stonework is a lining in front of the original nineteenth century construction. None of the Flanks have any embrasures left.

22.2 The structure of the Barrack Block is basically a long masonry vault, with intermediate partitions. All three elevations of the Barrack Block have been modified. The available drawings show that the original entrances were arched openings, whilst the rest of the wall was fitted with musketry loopholes. Only a couple such loopholes can be traced on the existing facade. The stonework itself is in reasonably good condition. There is localised fire damage, with reddened and blackened surfaces, and extensive areas of cement pointing. There is also a marked presence of higher plants.

22.3 The first Flank to the left of the Tower consists of a long and narrow barrel vault, with practically all of the original musketry loopholes remaining. The short elevation, facing the Tower, has obviously been extensively remodelled. The embrasures on the roof have also been removed, although the outline of such embrasures is still visible. The external stonework shows some deterioration, and some cement repointing. There are numerous higher plants, as well as rusting iron inserts.

22.4 The second Flank, on the left side of the Barrack Block has been partially demolished, and rebuilt using reinforced concrete slabs and steel beams. Only three of the original vaulted spaces remain, generally in good condition. The facade facing the quadrangle has been completely remodelled, however, with alien doors and windows inserted. The condition of the stonework is similar to that of the Barrack Block, but most of it is recent. The rear elevation was not accessible, because of the Reverse Osmosis Plant that occupies this part of the Ditch.

22.5 The Flanks to the right are similar in condition. The first Flank consists of a maze of masonry vaults, in relatively sound condition, with extensive signs of fire damage and other vandalism. The arched openings that appear on the elevation have been blocked up; the wall blocking the last vault before the rear Flank is in very poor condition. The facades show similar levels of deterioration, including powdering and flaking, as on the Barrack Block. There is extensive cement repointing, and loss of mortar from the joints. There are localised cracked stones, and a number of rusting metal inserts. There is a considerable presence of higher plants.

22.6 The subsequent Flank consists of a series of barrel vaults, that are in sound structural condition. The elevations appear, once again, to have been extensively re-modelled. The condition of the facade stonework is similar to the previous Flank.

22.7 It is proposed that a proper series of tests be carried out to establish the condition of the facade walls, and of any walls that may exist behind. The tests will include humidity measurements, salt analyses, cleaning trials (for the soot and the graffiti), grouting trials, (for the cracked stones), and protective coating trials. All cement pointing and rendering will eventually be removed. All sources of damp penetration will be removed, possibly through the insertion of a damp proofing membrane. New facings will be removed, and blocked up vaults or archways opened. The existing openings have to be remodelled to provide a more appropriate appearance, and to allow a more varied re-use of the internal spaces, which are, after all, more interesting. The modern modification to the north-western Flank will be dismantled and reconstructed using the original construction system. The damaged stones will be identified, and appropriate repair, replacement or consolidation carried out. The whole of the facades will be cleaned, disinfested of the higher plants, repointed using lime mortar, and possibly treated with a protective coating.

22.8 The floor of the two Courtyards is overlain by a variety of concrete pavements. It is proposed to remove all such layers, and to recover the original level of the Courtyards. The Courtyards would then be re-paved using flagstones.

22.9 It is proposed that the Flanks and Barrack Block accommodate a mixture of retail and catering facilities. The Courtyards would be given a new lease of life as the hub of a series of craft or art shops, with interspersed restaurants and bars.

COUNTERSCARP GALLERIES AND DITCH

23.1 There are three sets of Counterscarp Galleries, in each of the three outer corners of the Ditch surrounding the Flanks, (the fourth corner being the Tower). The construction of these Galleries is similar, consisting of masonry barrel vaults, which are in sound condition. Practically all of them have been vandalised and burned out, except for the Gallery that has been absorbed within the Reverse Osmosis Plant. In general, the elevations of the Galleries are in reasonably good condition, with circumscribed areas of powdering and flaking, but with some areas of thick cement rendering over the lower courses. There are areas of cement pointing, numerous graffiti, iron inserts, and higher plants.

23.2 The northern Gallery accommodates some interesting Second World War gunnery machinery, whilst the north-eastern Gallery connects, or abuts, to concrete

bunkers underlying the Coastal Gun Emplacements. In the case of the north-eastern Gallery it is possible to speculate that some of the underground galleries that burrow towards the south-eastern edge date from the nineteenth century.

23.3 The north-eastern portion of the Ditch is completely occupied by the Reverse Osmosis Plant. The north-eastern back of the Flanks carries an earth embankment that partially fills the Ditch on the north-eastern corner.

23.4 The outer ring around the Ditch accommodates a number of reinforced concrete structures from the Second World War, including three Coastal Gun Emplacements facing north, and the remnants of a fourth one facing east. There is considerable damage to the concrete, particularly where there are steel inserts or elements. The structures are extensively vandalised, and covered with graffiti.

23.5 It is proposed that the Counterscarp Galleries be restored in a similar fashion to the Flanks and Barrack Block, as outlined in 22.7 above. The original level of the Ditch will be recovered, and the surface paved with flagstones. The more recent construction, adjacent to the north Counterscarp Gallery, will be demolished. The embankment against the Flanks will not be removed, but will be landscaped. The whole of the Reverse Osmosis Plant will be removed, and the Ditch recovered.

23.6 The reinforced concrete Gun Emplacements will be repaired and integrated into an upper promenade, overlooking the Ditch on one side, and the sea on the other. The underground bunkers, and the machinery will also be cleaned up and repaired, and integrated into a lower Heritage route that will include the three Counterscarp Galleries, the north-western Flank, and the Tower. It is further proposed that this route be linked to the rocky sea-shore on Sliema Creek, with the reconstruction of the original steps from the Tower down to the sea, and the refurbishment of the underground facilities that existed here during the Second World War, in connection with submarine warfare.

TIGNE' POINT

ST. LUKE GARRISON CHAPEL

24.1 The Chapel is in good condition. There is some deterioration in the lowermost courses, in the areas above the cornice, in the window columns, and in sporadic individual stones. In these areas there is also loss of mortar from the joints. There are also some patches of blackened stone or encrustations.

24.2 It is proposed to clean the stonework, and to study the possible insertion of a damp-proofing membrane to remove all sources of damp penetration. After the necessary humidity tests and salt analyses, it will be possible to identify the deteriorated stone, and the causes, and to decide which of the interventions, ranging from repair, replacement to consolidation, are appropriate. It will also be necessary to carry out cleaning and consolidation trials. The facades will be repointed with lime mortar, and possibly treated with a protective coating.

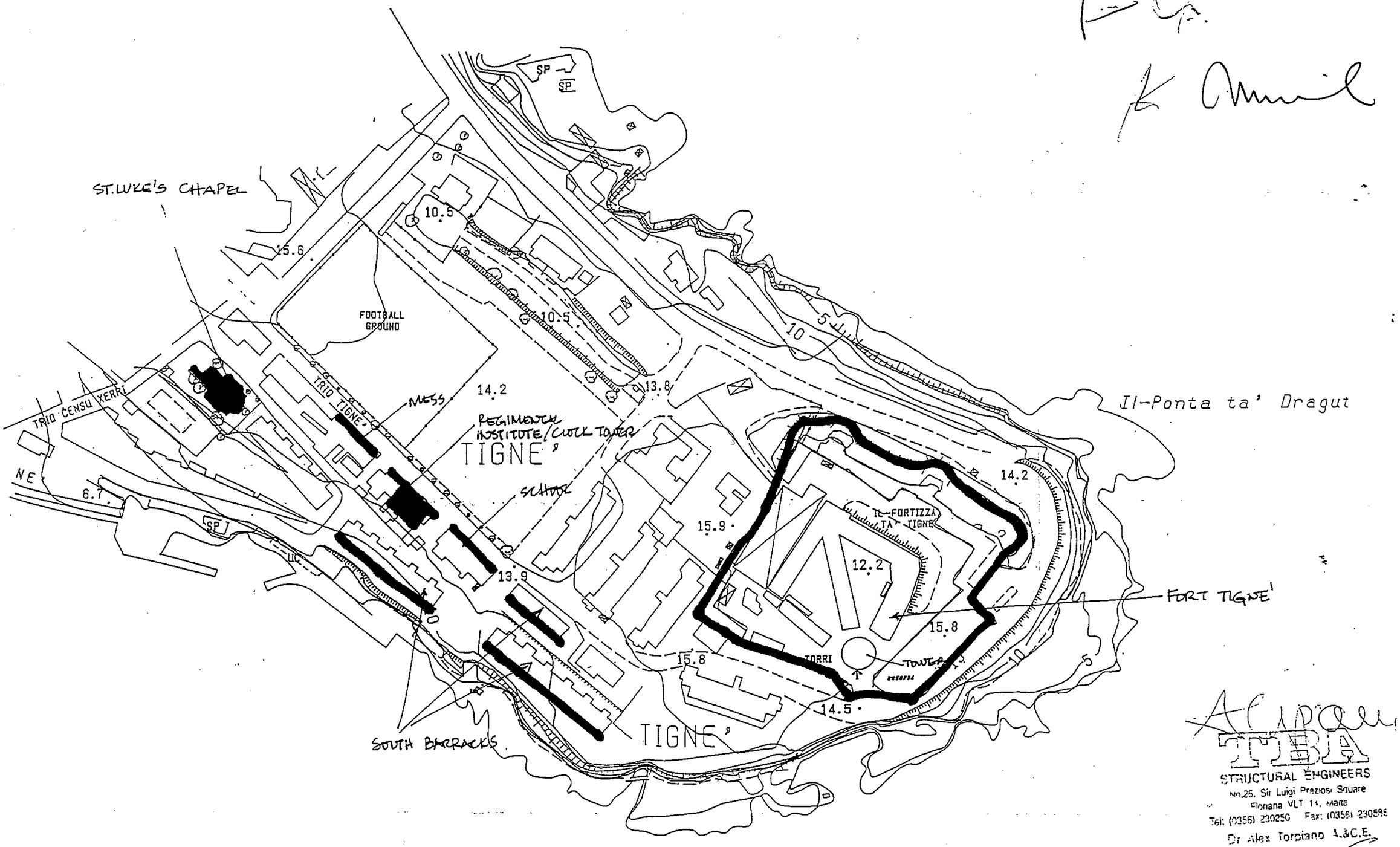
24.3 It is proposed to maintain the Chapel as a place of worship.

BARRACK BUILDINGS

25.1 The Development Brief identifies a number of buildings, forming part of the original British Barracks, which should be retained or incorporated within the Project. The relevant buildings include the School, the Regimental Institute, the Sergeant's Mess and the two South Barrack Blocks. All of these Blocks have had modern interventions, and the internal spaces are not particularly interesting; they have generally undergone major internal modifications. The stonework of the facades is generally in quite good condition, with deterioration in the lowermost and uppermost courses and cornices, and some patches of damp and subsequent mould growth. The facades have some localised cement pointing, and some cement render, as well as blackened areas that are probably due to dirt deposition. In the facades, there are areas that have been painted, particularly the columns. It is felt that the interesting features of these buildings are limited to their main facades.

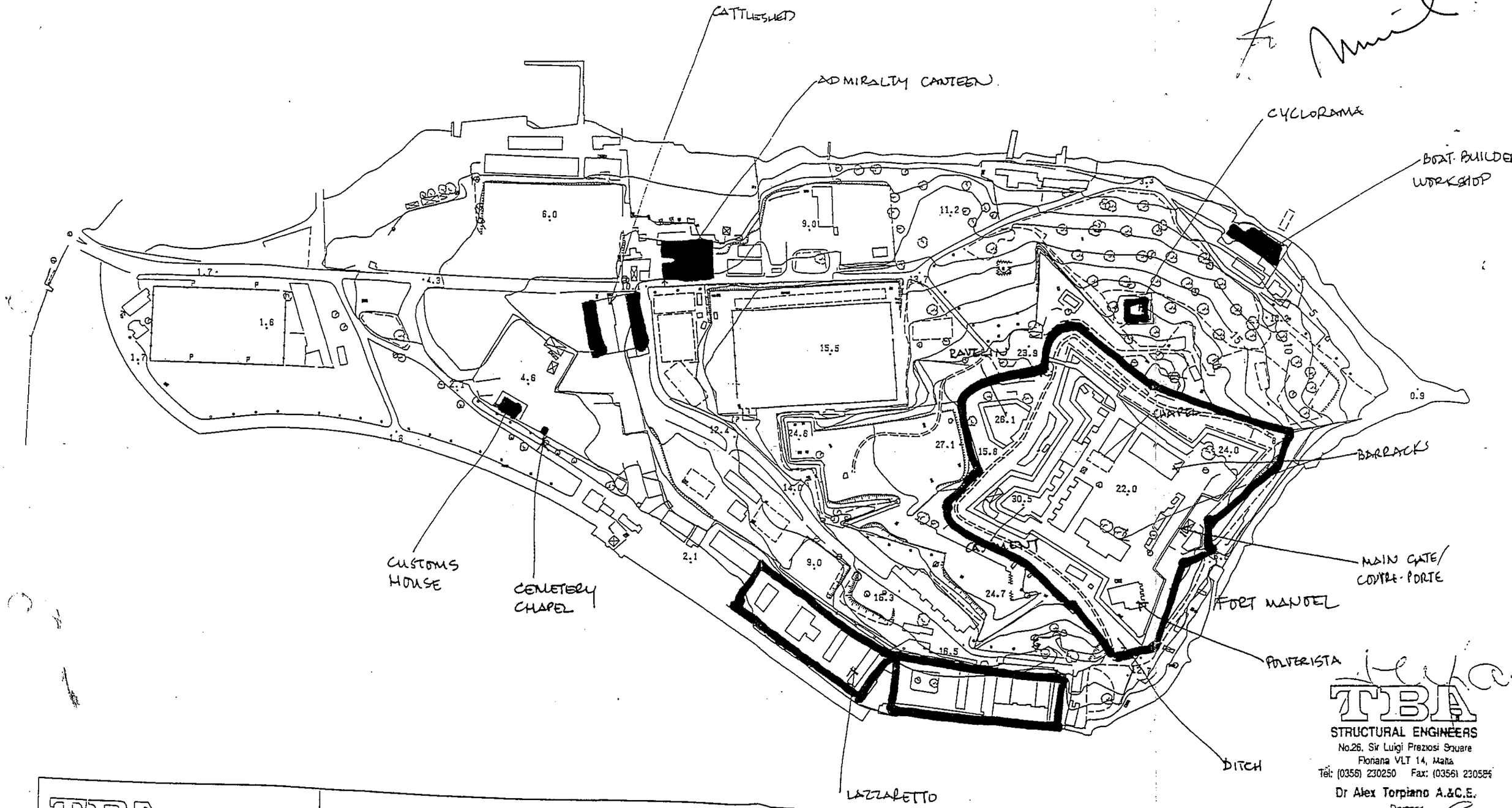
25.2 It is being proposed that the facades of the more interesting Barrack Buildings be dismantled, and re-erected in another part of the development, to form a "typical" pedestrian street within a 19th century Barracks. The Barracks buildings facing South, including the colonnaded facades, will be reconstructed along the south-facing edge of the new Football pitch, using the reconstructed volumes to accommodate sports facilities and shops. These blocks will be, as much as possible, recovered in toto, that is using the original beams, stone slabs etc..

25.3 The facades of the north-facing Barracks buildings, including the Regimental Institute (inc. Clock Tower), and the School and Sergeants' Mess would be dismantled and reconstructed, to front a setback residential block, and accommodate further sports and cultural facilities. The reconstruction of the Barracks buildings would be used to obtain a visual continuity with the older part of Tigne', particularly with the Holiday Inn development and Cambridge Battery, via the square that accommodates the Garrison Chapel. This square will be re-paved and recovered to form one end of the new "Barracks Street".



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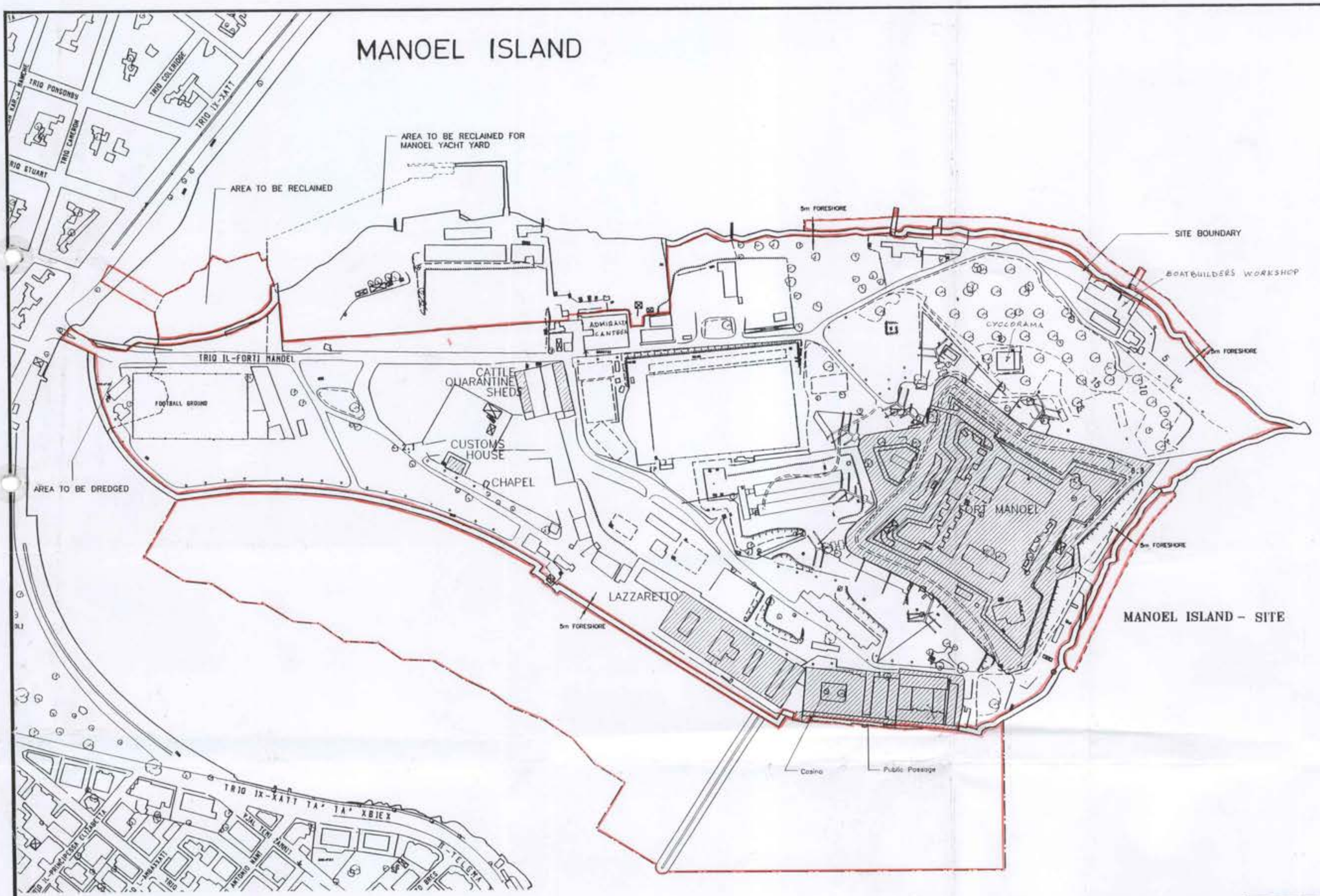
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ARCHITECTURE PROJECT
ARCHITECTS • RESTORATION & DESIGN CONSULTANTS

MANOEL ISLAND / TIGNE POINT
DEVELOPMENT and REHABILITATION

MANOEL ISLAND
EXISTING SITUATION
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MANOEL ISLAND



MANOEL ISLAND – SITE

50 0 50 100 200 300 400 m.

Schedule 3B.

LAND DEPARTMENT - VALLETTA		
LOCALITY: MANOEL ISLAND - GZIRA		
L.D. Nº: 174/99	SCALE: 1:2500	
FILE: L 270/93	DRAWN BY:	CHECKED BY:
Signed: M. CILIA A. & C.E. A&C.E. DATE: 19 OCT 1999	A.V. MAMO Signed COMMISSIONER DATE: 19 OCT 1999	

MANOEL ISLAND

TRIQ PONSONBY
TRIQ COLERIDGE
TRIQ IX-XATT
TRIQ CAMERON
STUART

AREA TO BE RECLAIMED FOR MANOEL YACHT YARD

AREA TO BE RECLAIMED

ENTRY POINT SERVICES
X
New Bridge

3
4

5m FORESHORE

SITE BOUNDARY

ADMIRALTY CANTEEN

TRIQ IL-FORTI MANDEL

CATTLE QUARANTINE SHED

FOOTBALL GROUND

CUSTOMS HOUSE

CHAPEL

AREA TO BE DREDGED

FORT MANOEL

5

5m FORESHORE

2
1

LAZZARETTO

5m FORESHORE

N

6
West Block

Y

Casino

Public Passage

Z

7
East Block

BREAKWATER

50 40 30 20 10 0 50 100 150 200m

TRIQ IX-XATT TA' TA' XBIEX
IL-PRINĊIPESSA ELIŻABETTA
VJAL TEMI ŻAMMIT
IT-TELGHA

MANOEL ISLAND
BOUNDARY OF SITE

- BOUNDARY OF SITE
- SITES WHICH CANNOT BE CONVERTED INTO PERP. EMPH.
- PUBLIC PASSAGE
- AREA TO BE DREDGED
- BREAKWATER (ACCESSIBLE TO PUBLIC)
- AREA TO BE RECLAIMED
- AREA TO BE RECLAIMED FOR MANOEL ISLAND YACHT YARD
- CASINO SITE (2 STOREYS)
- NEW BRIDGE

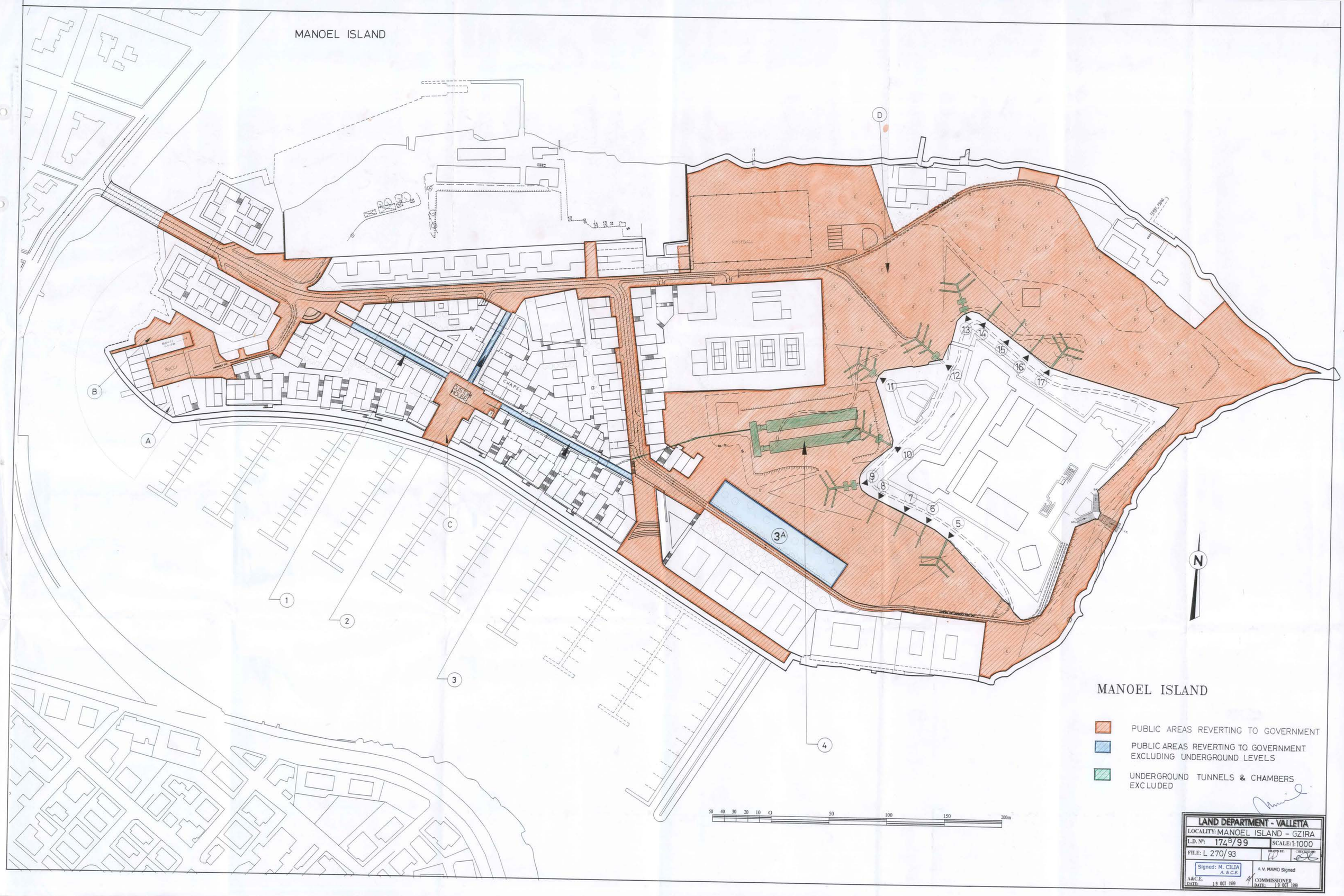
Schedule 2

LAND DEPARTMENT - VALLETTA		
LOCALITY: MANOEL ISLAND-GZIRA		
L.D. Nº: 174A/99	SCALE: 1:1000	
FILE: L 270/93	DRAWN:	CHECKED:

Signed: M. CILIA A. & C.E.
A&C.E. DATE: 19 OCT 1999

A V. MAMO Signed
COMMISSIONER DATE: 19 OCT 1999

MANOEL ISLAND



MANOEL ISLAND

PUBLIC AREAS REVERTING TO GOVERNMENT

PUBLIC AREAS REVERTING TO GOVERNMENT EXCLUDING UNDERGROUND LEVELS

UNDERGROUND TUNNELS & CHAMBERS EXCLUDED

LAND DEPARTMENT - VALLETTA	
LOCALITY: MANOEL ISLAND – GZIRA	
L.D. Nº: 174B/99	SCALE: 1:1000
FILE: L 270/93	DRAWN BY: CHECKED BY:
Signed: M. CILIA A. & C.E. A&C.E. DATE: 19 OCT 1999	A V. MAMO Signed COMMISSIONER DATE: 19 OCT 1999

Schedule 15

MANOEL ISLAND

MARINA NORTH

Area to be reclaimed for Manoel island yacht yard.

MARINA MALL

MARINA CENTRAL

MANOEL SPORTS CLUB

MARINA LIDO

BOAT BUILDERS WORKSHOP

NEW BRIDGE

Area to be Dredged.

Football ground

ADMIRALTY CANTEEN

Cattle quarantine sheds

CYCLORAMA

Bocci club

Bocci pitch

Custom house

Chapel

Ditch

Ditch

Casement

Chapel

Parade ground

Barracks

Ditch

West section

East section

Lazzaretto west wing

Lazzaretto east wing

FORT MANOEL

MARINA SOUTH

A

B

BREAKWATER

LAZZARETTO

50 40 30 20 10 0 50 100 150 200m

N

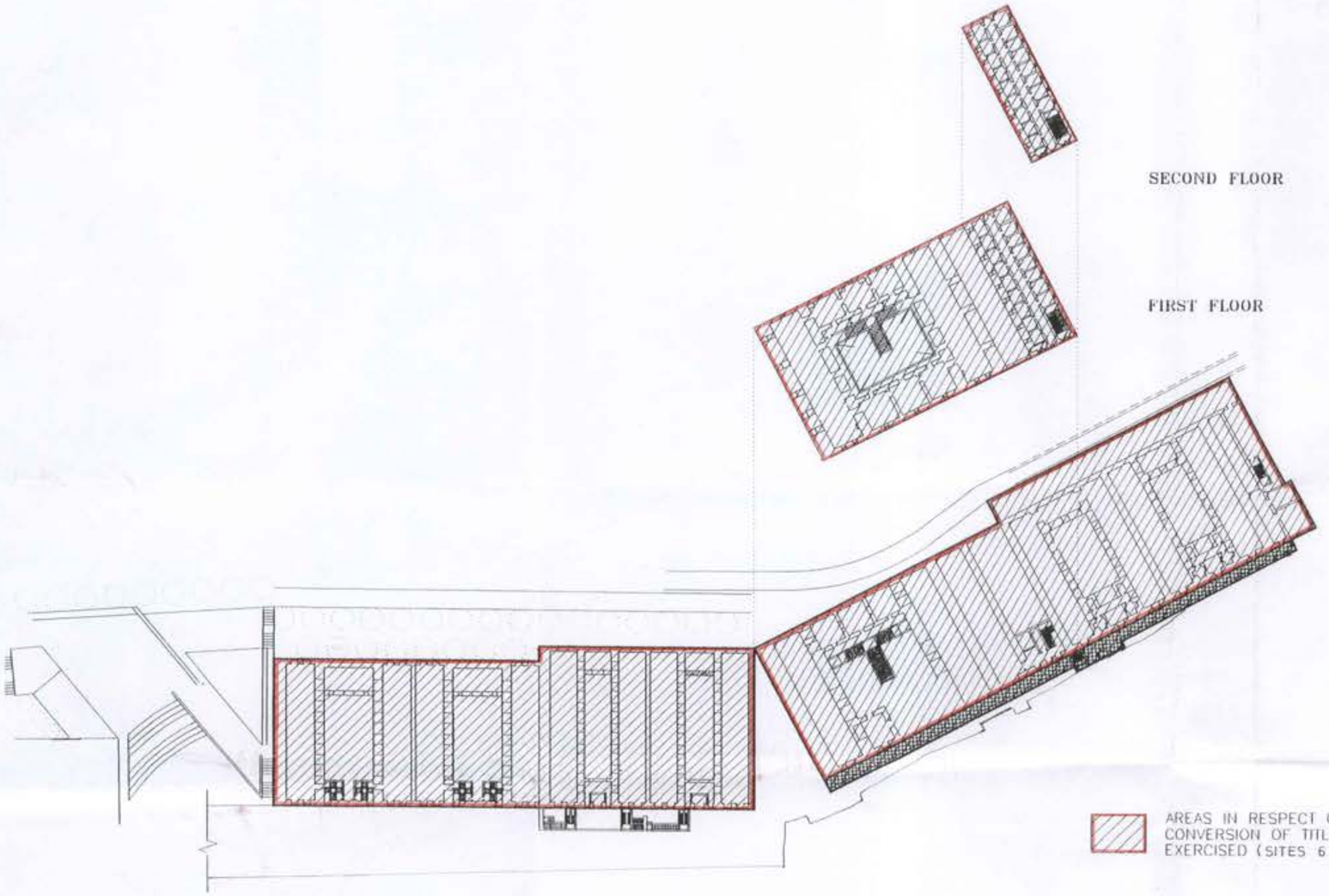
PROPOSED DEVELOPMENT– MANOEL ISLAND
ANNOTATION OF PHASE AREAS

- YACHTING CENTRE CONCESSION
- MOORING RIGHTS
- PHASE AREAS
- NEW BRIDGE
- AREAS EFFECTED BY CONDITIONS IN DEED.

Schedule 15

LAND DEPARTMENT - VALLETTA	
LOCALITY: MANOEL ISLAND-GZIRA	
L.D. Nº: 174C/99	SCALE: 1:1000
FILE: L 270/93	DRAWN BY / CHECKED BY
Signed: M. CILIA A. & C.E.	A.V. MAMO Signed COMMISSIONER
A. & C.E. DATE: 19/10/1999	DATE: 19/10/1999

MANOEL ISLAND



AREAS IN RESPECT OF WHICH CONVERSION OF TITLE CANNOT BE EXERCISED (SITES 6 & 7 ON LD 174A/99

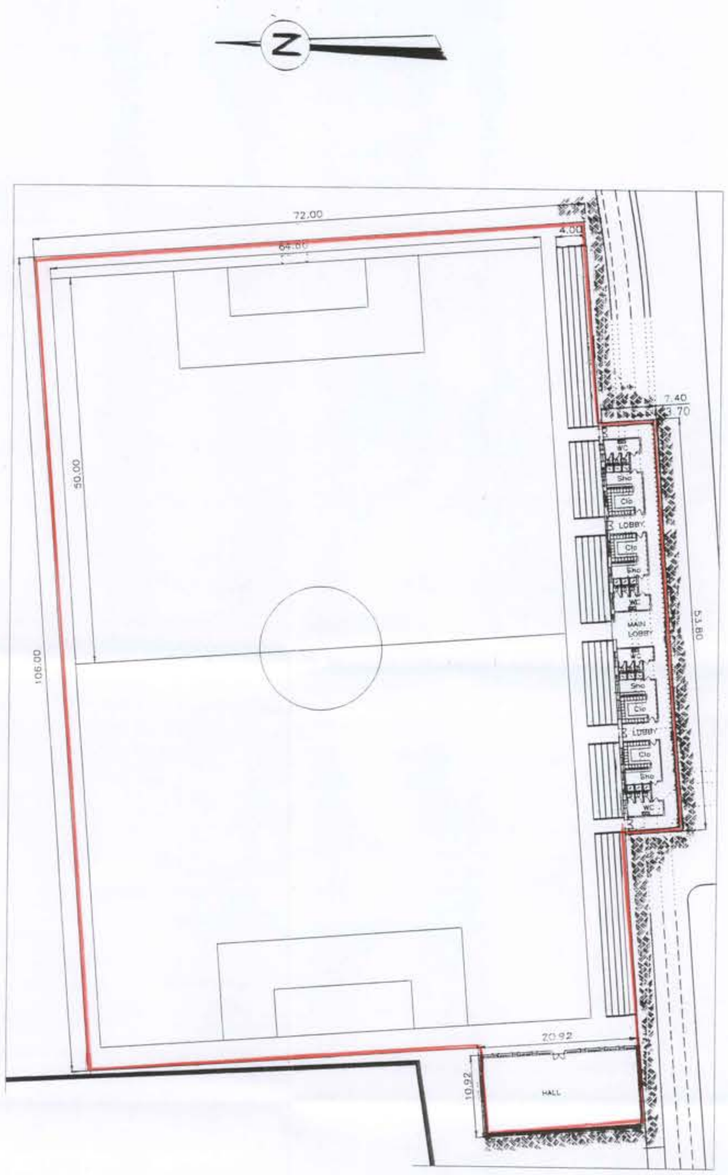
LAZZARETTO TERRACE – GROUND FLOOR

50 40 30 20 10 0 50 100 150 200m

Schedule 5

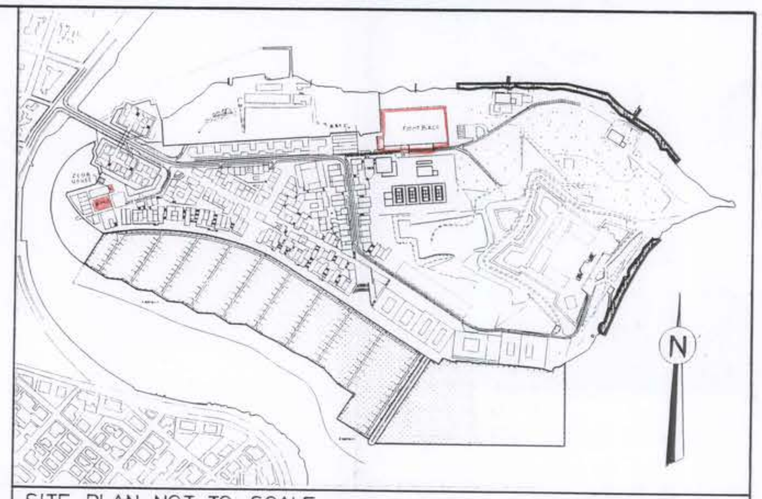
LAND DEPARTMENT - VALLETTA		
LOCALITY: MANOEL ISLAND-GZIRA		
L.D. N°: 174 D /99	SCALE: 1:1000	
FILE: L 270/93	DRAWN BY:	CHECKED BY:
Signed: M. CILIA A. & C.E.	A.V. MAMO Signed	
A&C.E. DATE: 19 OCT 1999	p/ COMMISSIONER DATE: 19 OCT 1999	

MANOEL ISLAND

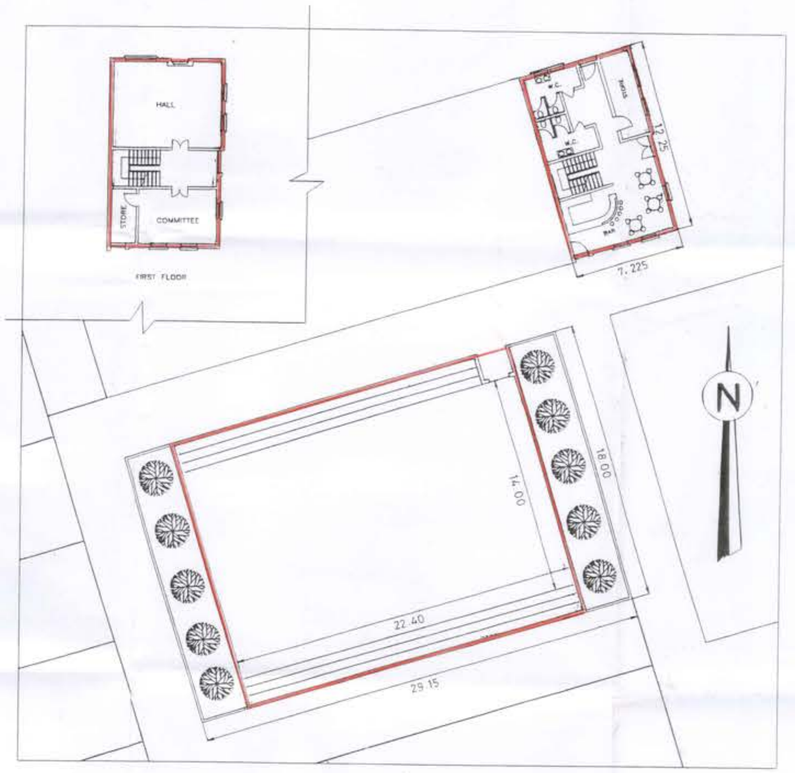


1 FOOTBALL GROUND WITH FACILITIES
SCALE 1:400

10 0 10 20 30 40 50 60 70 80 m
SCALE 1:400



SITE PLAN NOT TO SCALE SS : 5473



2 BOCCI PITCH AND CLUB HOUSE
SCALE 1:200

5 0 5 10 15 20 25 30 35 40 m
SCALE 1:200

Attachment to Schedule 20

LAND DEPARTMENT - VALLETTA

LOCALITY: MANOEL ISLAND - GZIRA

L.D. Nº: 174E/99 | SCALE: AS SHOWN

FILE: L 270/93 | DRAWN BY: | CHECKED BY:

Signed: M. CILIA A. & C.E.

A.&C.E. DATE: 19 OCT 1999

A V. MAMO Signed

COMMISSIONER DATE: 19 OCT 1999

MANOEL ISLAND

TRIQ PONSONBY

TRIQ CAMERON

STUART

TRIQ COLERIDGE

TRIQ IX-XATT

ZONE 4

ZONE 6

ZONE 7

ZONE 2

ZONE 8

ZONE 10

TRIQ IL-FORTI MANOEL

FOOTBALL GROUND

ZONE 3

ZONE 9

ZONE 1

ZONE 5

MALTA MARITIME AUTHORITY: ALL MOORINGS

ZONE 11

TRIQ IX-XATT TA' TA' XBIEX

VJal Tem Zammit

Antonio Nani

Il-Telgha

VACANT POSSESSION – MANOEL ISLAND

Attachment to Schedule II

LAND DEPARTMENT - VALLETTA

LOCALITY: MANOEL ISLAND - GZIRA

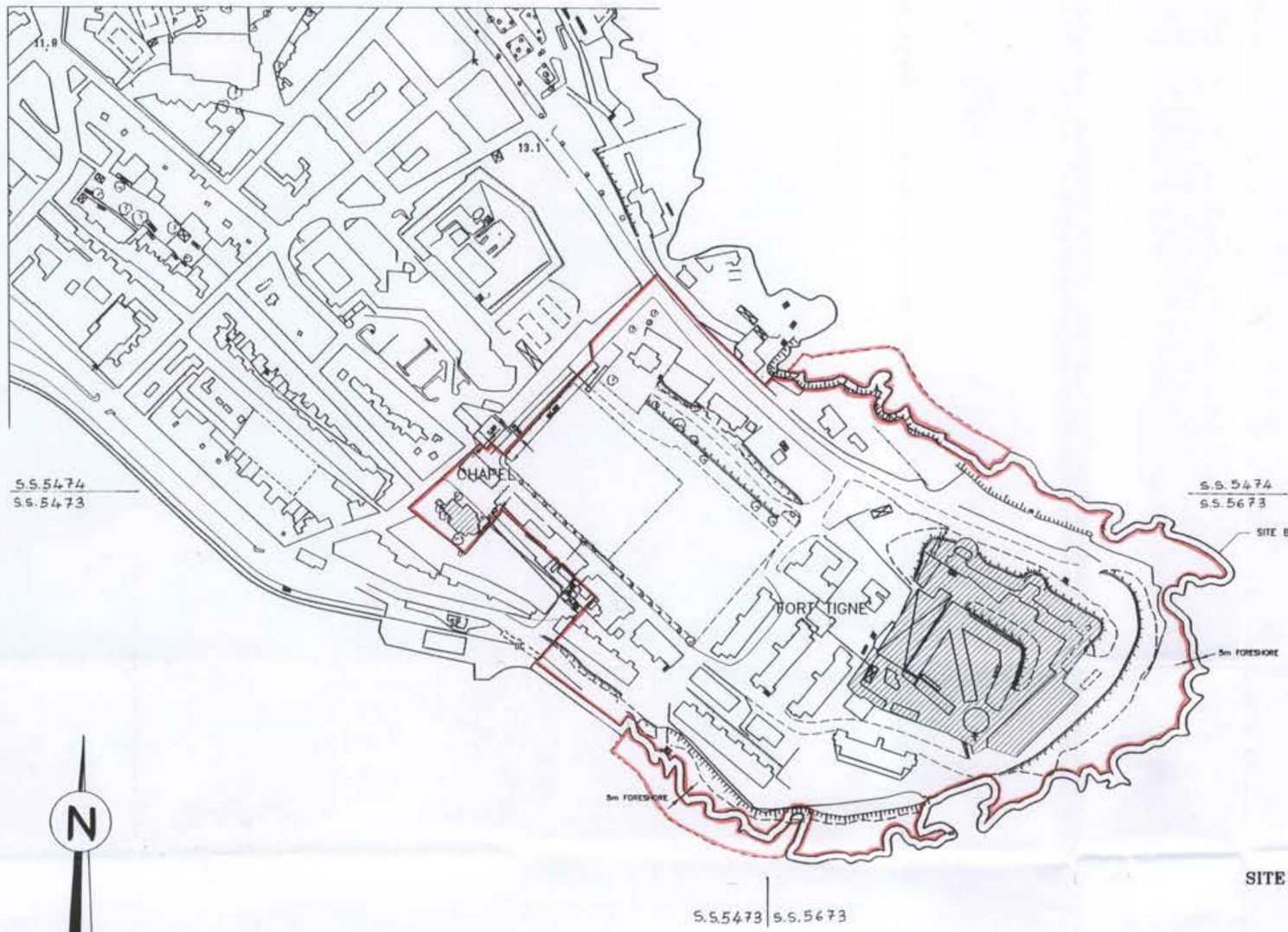
L.D. Nº: 174 F/99 | SCALE: 1:1000

FILE: L 270/93 | DRAWN BY: | CHECKED BY:

Signed: M. CILIA A&CE DATE: 19/10/99

A.V. MAMO Signed COMMISSIONER DATE: 19/10/99

TIGNE

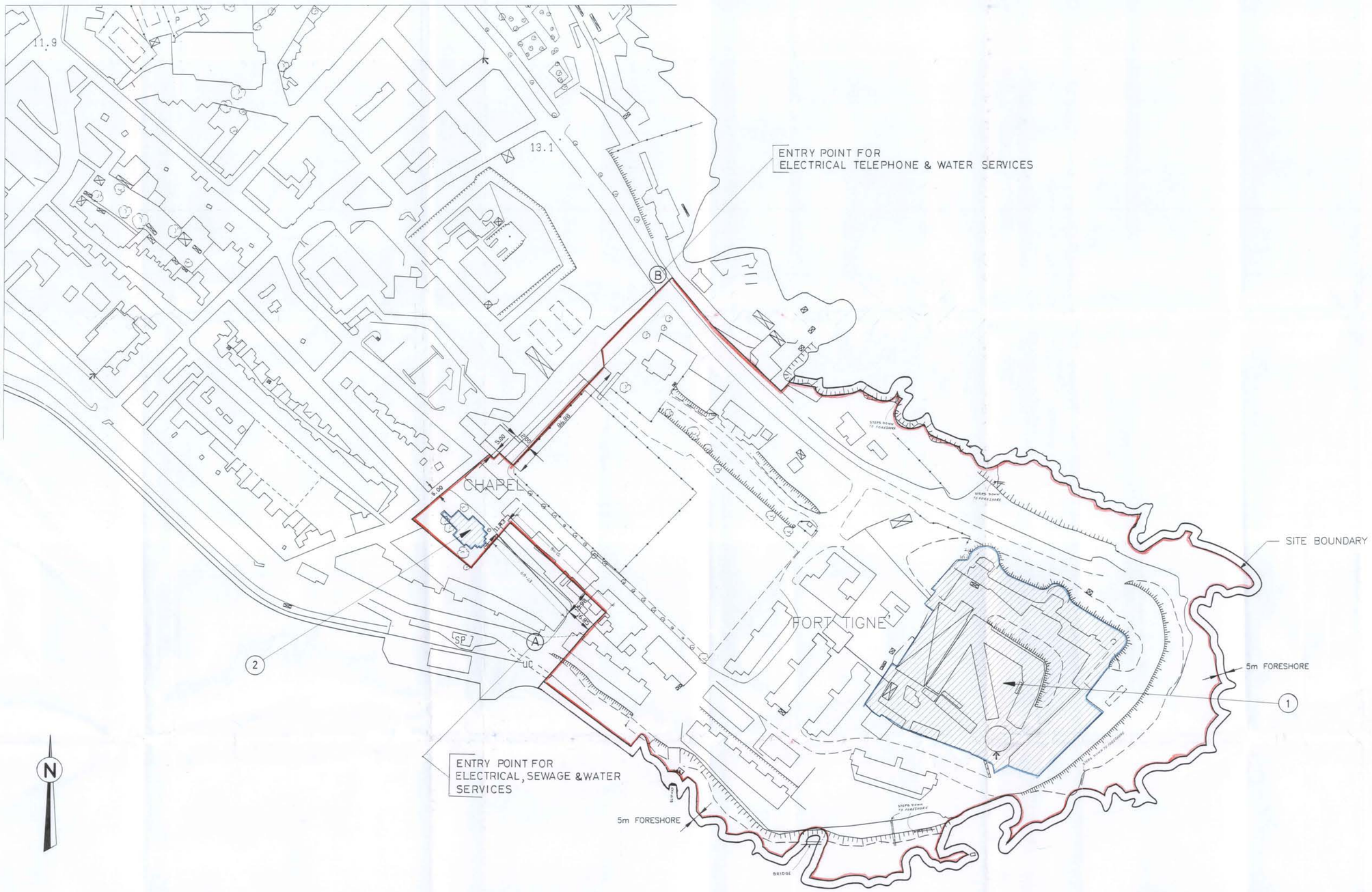


SITE – TIGNE' POINT

Schedule 3A

LAND DEPARTMENT - VALLETTA		
LOCALITY: TIGNE SLIEMA		
L.D. Nº: 175/99	SCALE: 1:2500	
FILE: L 271/93	DRAWN BY: SF	CHECKED BY:
Signed: M. CILIA A. & C.E.	A.V. MAMO Signed	
A&C.E. DATE: 19 OCT 1999	COMMISSIONER DATE: 19 OCT 1999	

TIGNE



BOUNDARY OF SITE – TIGNE' POINT

BOUNDARY OF SITE

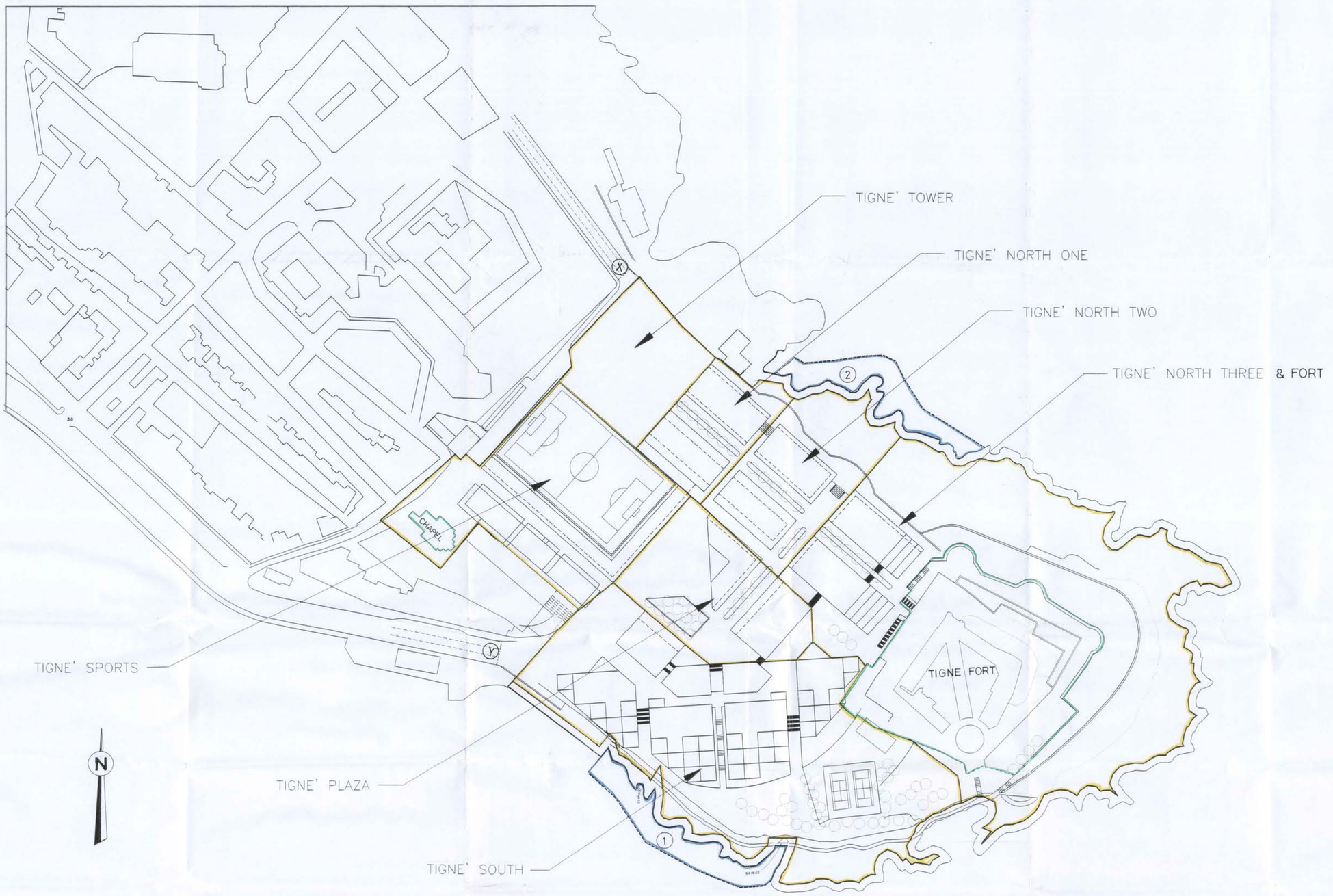
SITES WHICH CANNOT BE CONVERTED INTO PERP. EMPHY.

Schedule 1

LAND DEPARTMENT - VALLETTA	
LOCALITY: TIGNE SLIEMA	
L.D. N°: 175A/99	SCALE: 1:1000
FILE: L 271/93	DRAWN BY: CHECKED BY:
Signed: M. CILIA A. & C.E.	A.V. MAMO Signed
A&C.E. DATE: 19/10/99	COMMISSIONER DATE: 19/10/99

Schedule 16.

TIGNE



PROPOSED DEVELOPMENT – TIGNE' POINT
ANNOTATION OF PHASE AREAS

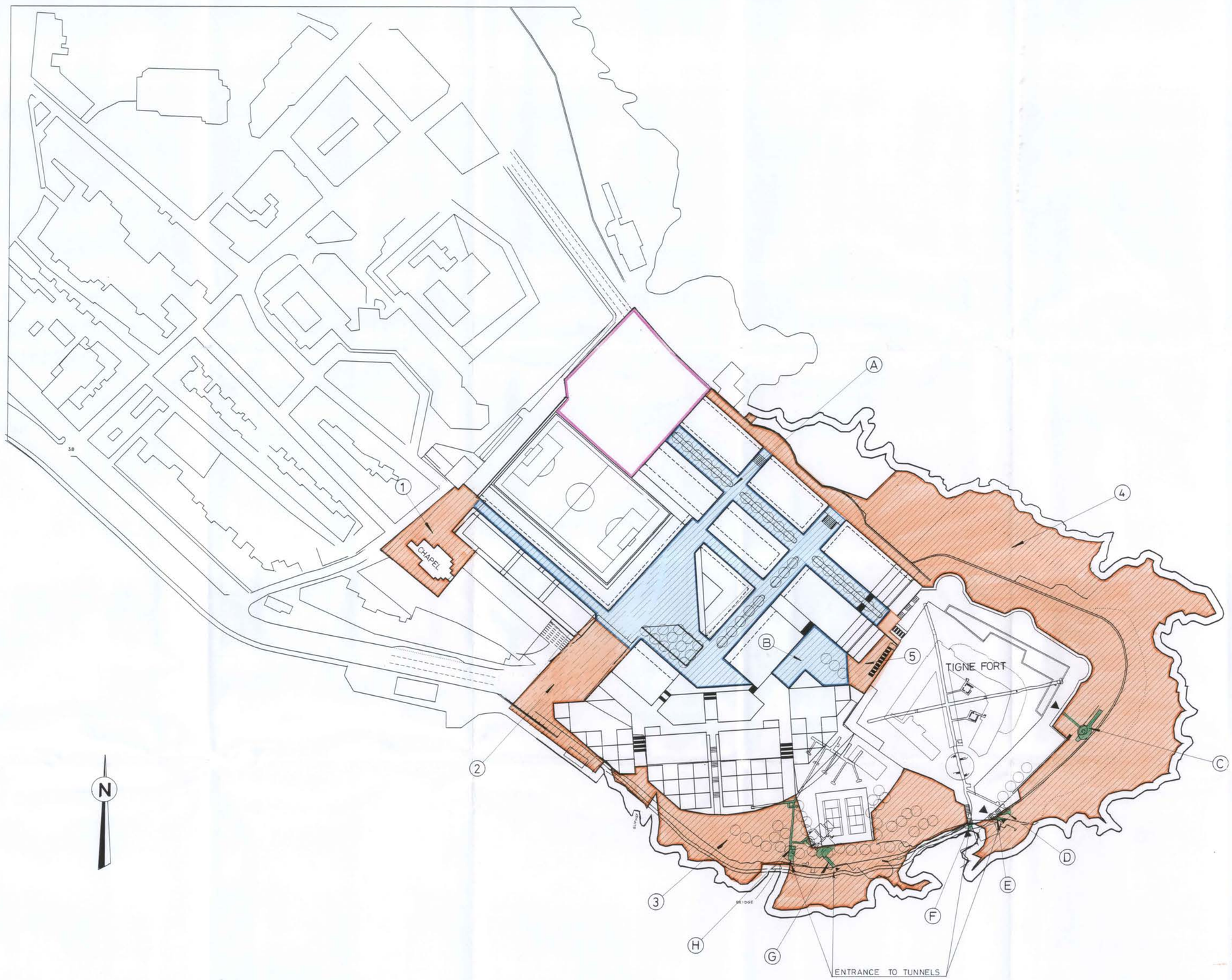
PHASE AREAS

MOORING RIGHTS

AREAS EFFECTED BY CONDITIONS IN DEED.

LAND DEPARTMENT - VALLETTA		
LOCALITY: TIGNE - SLIEMA		
L.D. N°: 175B/99	SCALE: 1:1000	
FILE: L 271/93	DRAWN BY:	CHECKED BY:
Signed: M. CILIA A. & C.E.		A.V. MAMO Signed
A&C.E. DATE: 19/10/1999		COMMISSIONER DATE: 19/10/1999

TIGNE



50 40 30 20 10 0 50 100 150 200m

TIGNE' POINT

- PUBLIC AREAS REVERTING TO GOVERNMENT
- PUBLIC AREAS REVERTING TO GOVERNMENT EXCLUDING UNDERGROUND LEVEL
- UNDERGROUND TUNNEL & CHAMBERS EXCLUDED
- AREA WHERE PUBLIC AREAS REVERTING BACK TO GOVT. HAVE STILL TO BE DETERMINED

LAND DEPARTMENT - VALLETTA

LOCALITY: TIGNE - SLIEMA

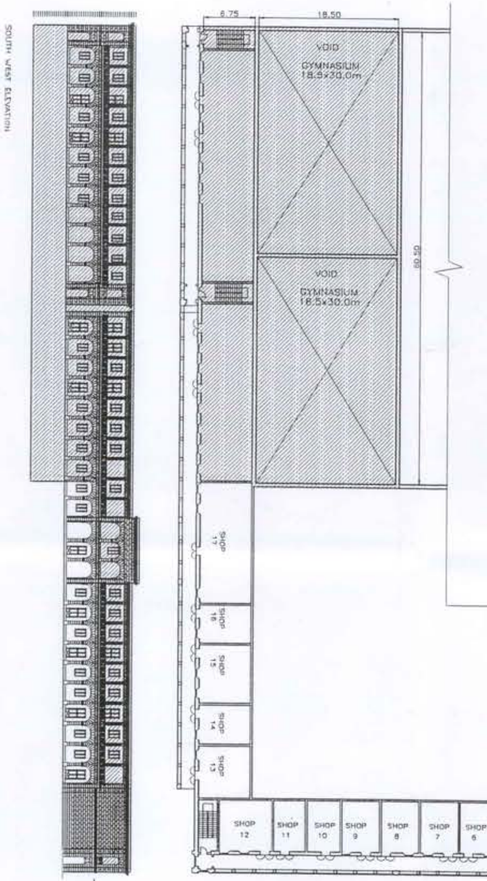
L.D. Nº: 175C/99 | SCALE: 1:1000

FILE: L271/93 | DRAWN BY: | CHECKED BY:

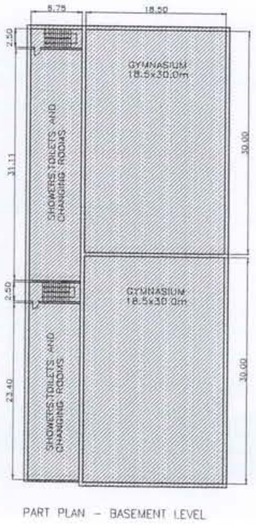
Signed: M. CILIA A. & C.E. | A.V. MAMO Signed

A&C.E. DATE: 19 OCT 1999 | COMMISSIONER DATE: 19 OCT 1999

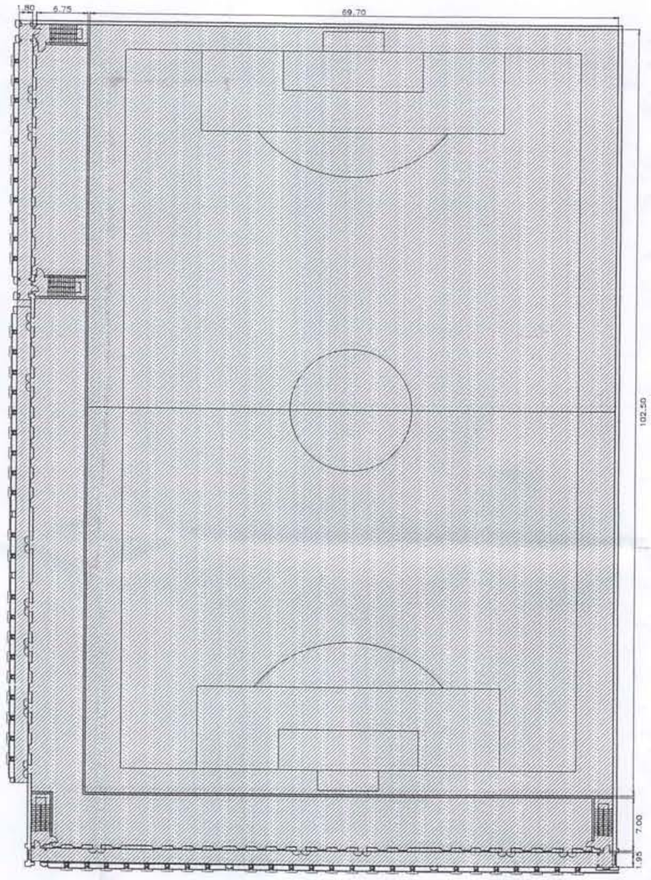
TIGNE



GROUND FLOOR



PART PLAN – BASEMENT LEVEL

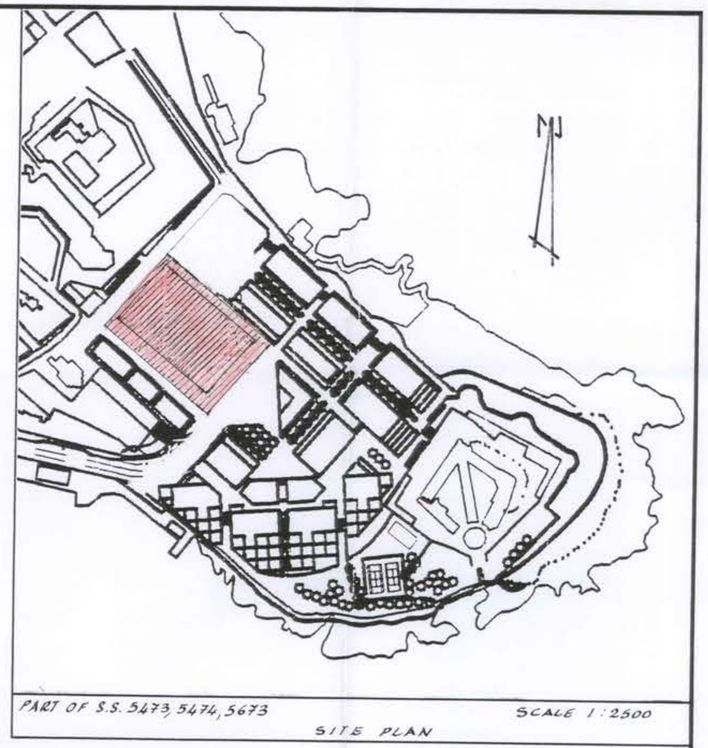


FIRST FLOOR



FRONT ELEVATION – On Main Plaza

AREA FOR RELOCATION OF
SLIEMA WANDERERS F.C.



PART OF S.S. 5473, 5474, 5673 SCALE 1:2500

SITE PLAN

10 5 0 10 20 30 40 50 60 70 80 90 100m

Attachment to Schedule 20

LAND DEPARTMENT - VALLETTA

LOCALITY: TIGNE -SLIEMA

L.D. Nº: 175 D/99 SCALE: 1: 400

FILE: L 271/ 93 DRAWN BY: CHECKED BY:

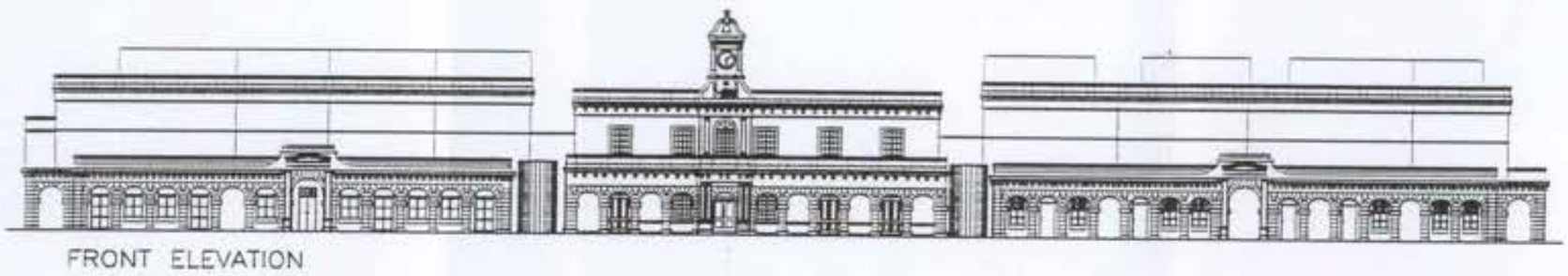
Signed: M. CILIA
A. & C.E.

A.V. MAMO Signed

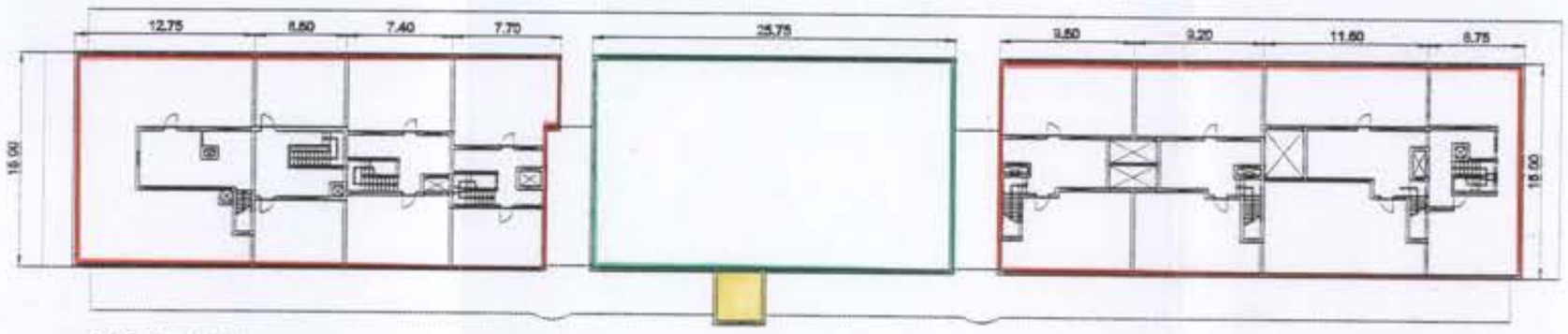
A&C.E. DATE: 19/10/1999

COMMISSIONER DATE: 19/10/1999

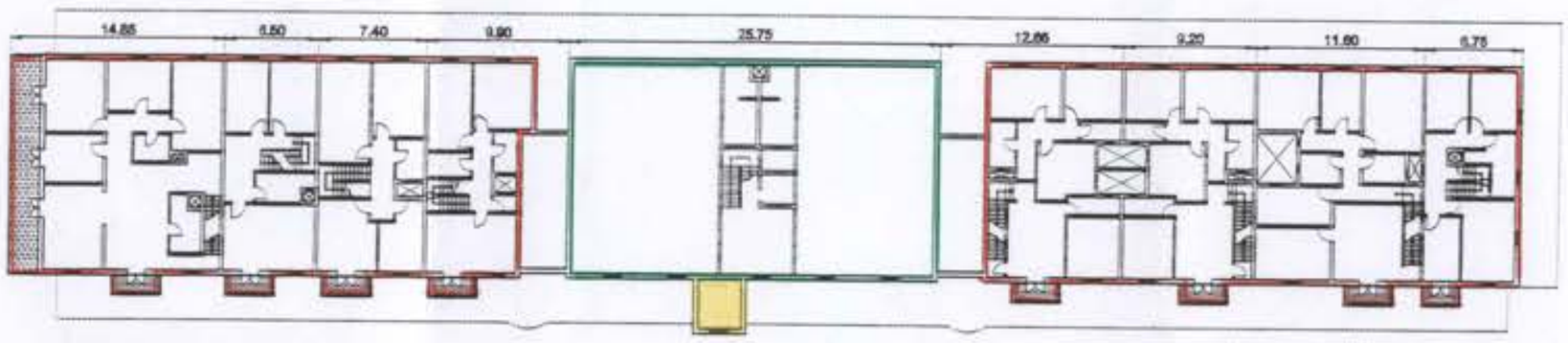
TIGNE



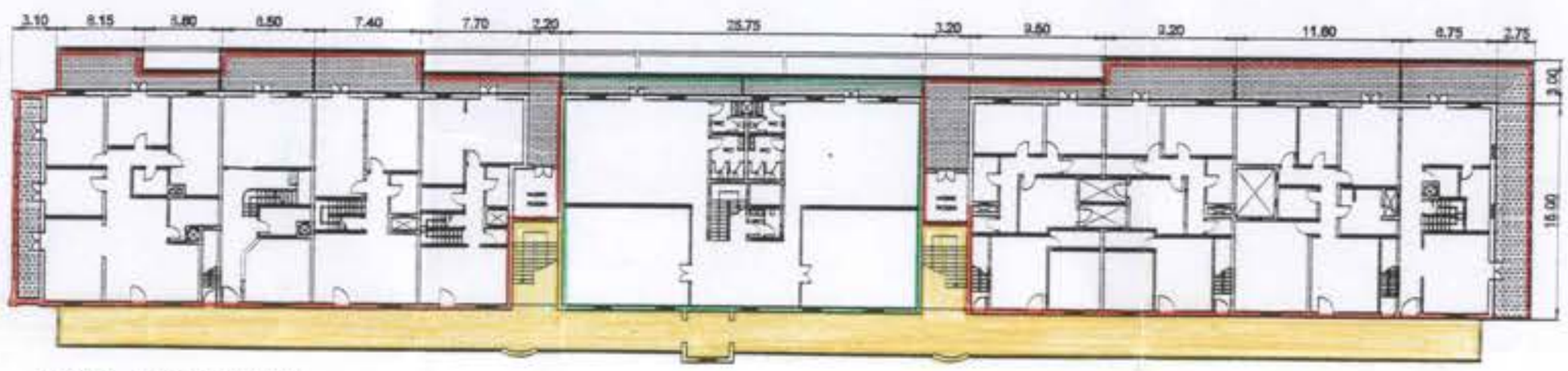
FRONT ELEVATION



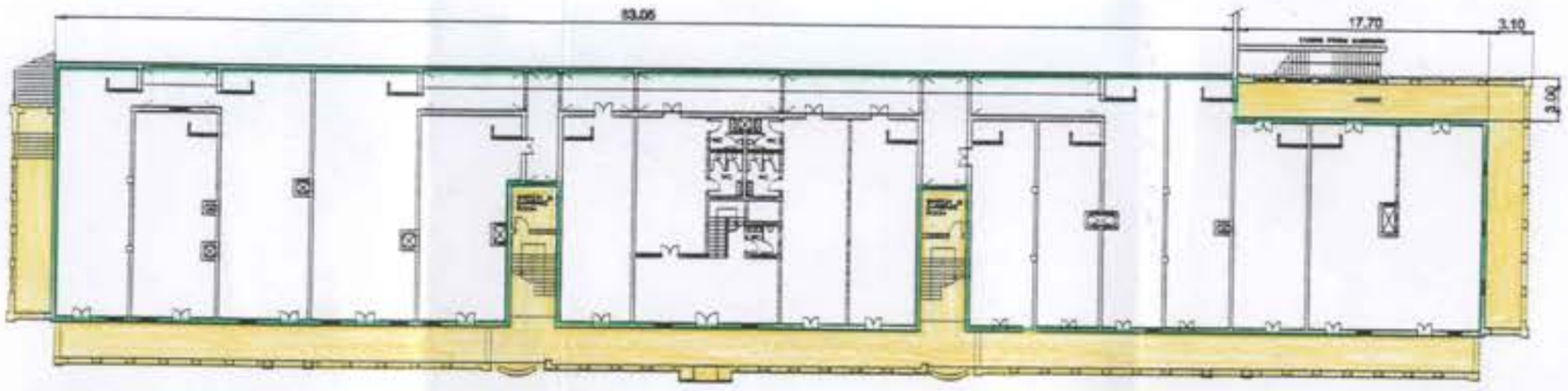
ROOF PLAN



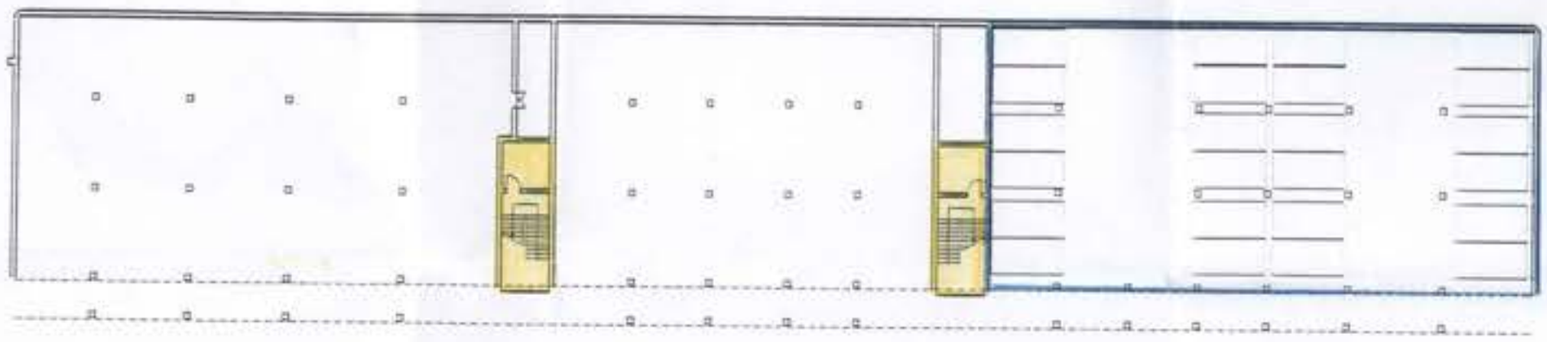
SECOND FLOOR PLAN



FIRST FLOOR PLAN

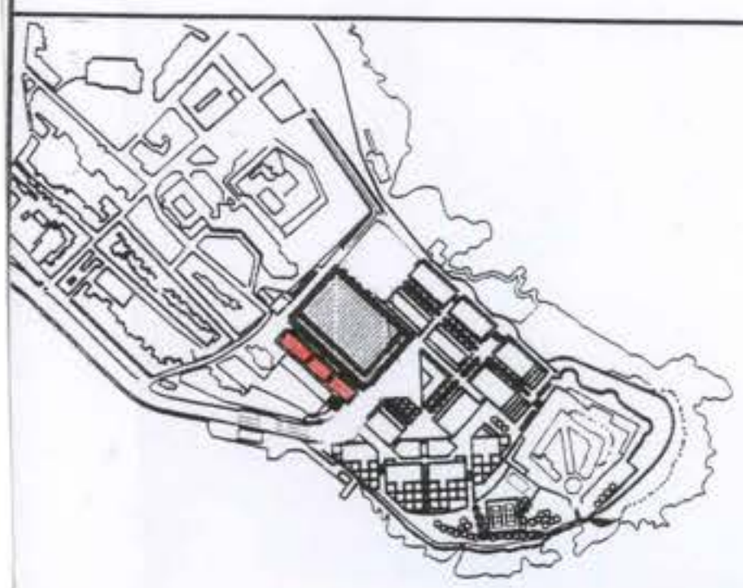


GROUND FLOOR PLAN



BASEMENT CAR-PARK PLAN

10 0 10 20 30 40 50 M.



AREA FOR RELOCATION OF RESIDENTS.

AREA FOR RELOCATION OF 'ASSOCJAZZJONI SPORTIVA TIGNE.'

CAR PARK SPACES

COMMON PART

LAND DEPARTMENT - VALLETTA		
LOCALITY: TIGNE - SLIEMA		
L.D. Nº: 175E/99	SCALE: 1:400	
FILE: L 271/93	DRAWN BY: MB	CHECKED BY:
Signed: M. CILIA A. & C.E.	A.V. MAMO Signed	
A&C.E. DATE: 19/10/99	COMMISSIONER DATE: 19/10/99	

TRIQ BELVEDERE
TRIQ COLERIDGE
TRIQ IX-XATT
TRIQ PONSONBY
TRIQ CAMERON
STUART
TRIQ IL-FORTI MANOEL
FOOTBALL GROUND
IL-FORTIZZA MANOEL
TRIQ IX-XATT TA' TA' XBIEX
VJal-Temi Zammit
Antonio Nani
Vitelgha
Il-Principessa Elizabetta
0 20 40 60 80

N

PLAN N°. P.A. 2/35/94
D.C.C. Board N°:
PLANNING AUTHORITY
APPROVAL
Board No. PA33-98 held on 7/10/98
Chairman Secretary

11a

REV. NO. | NAME | DATE | REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

M I D I LIMITED
pininfarina EXTRA
TBA PERITI
ARCHITECTUREPROJECT

Manoel Island - Existing Site Survey

August 1998 | 1:1000 | D.K. J.B. | M01

1 MANOEL ISLAND BRIDGE / ENTRANCE
2 RESIDENCES OVER PARKING BASTION (5 floors)
3 PUBLIC SLIPWAY
4 SMALL BOAT MOORING
5 YACHTING CENTRE FACILITIES
6 MARINA VILLAGE (3 floors over parking level)
7 VILLAGE HERITAGE SQUARE
8 PUBLIC QUAY
9 PONTOON MARINA
10 HERITAGE MARKET
11 COMMERCIAL BUILDINGS (3 floors)
12 YACHTYARD SHOPPING LEISURE CENTRE
13 PARKING
14 COMMUNITY FOOTBALL PITCH
15 SPORTS CLUB
16 LAZZARETTO RESIDENCES (2 floors over GF)
17 CASINO
18 YACHT CLUB RESIDENCES
19 COACH CAR PARK
20 FORT MANOEL– CULTURAL / LEISURE RETAIL
21 YACHT REPAIR YARD
22 BEACH CLUB (2 floors)
23 RESTAURANT COMPLEX (2 floors)
24 FERRY POINT
25 BREAKWATER
26 PARK

PLAN N° P.A. 2135/99
DEVELOPMENT PLANNING AUTHORITY
APPROVAL
TBA STRUCTURAL ENGINEERS
No.25, Sir Luigi Preziosi Ave., Fontana VLT 14, Mqabba
Tel: (0356) 230358 Fax: (0356) 230598
Dr Alex Torpiano A.&C.E.
Partner
Board No. PB/35/99/00 held on 7/10/99
Chairman Secretary

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND – TIGNE' POINT DEVELOPMENT PROJECT

MIDI LIMITED
pininfarina EXTRA
TBA PERITI Architects, Civil & Structural Engineers Consultants
ARCHITECTURE PROJECT
ARCHITECTS - ARTIFICIATION & DESIGN CONSULTANTS

Manoel Island – Layout Master Plan

October 1999 | 1:1000 | D.X/J.B/C.B

M02

N

Public parking

Private parking

E Emergency exit

156 cars on three floors

240 cars on three floors

313 cars

143 cars

49 cars

335 cars

137 cars

Drop-off point

77 cars

760 cars on two floors

Drop-off point

27 cars

13.5

21 Garages

20 cars

0 20 40 60 80

PLAN N°. P.A. 7135/94
D.C.C. Board N°:

APPROVAL

Board No. 7823-99/00 held on 7/2/99

Chairman/Assistant Secretary

STRUCTURAL ENGINEERS
Dr Alex Torpiano A.M.I.C.E.
Partner

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

M I D I LIMITED

pininfarina EXTRA

TBA PERITI Architects, Civil & Structural Engineering Consultants
ARCHITECTUREPROJECT ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Manoel Island - Underground

October 1999 | 1:1000 | D.N./J.B.

M03

0 20 40 60 80

Soft ground covers
Hard landscaped area
Area for planting of shrubs
Existing tree
Proposed tree
Ecological area
Retained buildings
Area for rehabilitation/redevelopment
Security Gate

Landscaping just beyond the new access bridge will introduce and establish the high quality of the whole development. Landscaping will generally consist of new trees with ground cover.

Landscaping here will introduce and help establish the high quality of the whole development. It will enhance the axial role of the boulevard, the retained buildings, and give views of the fort. Landscaping will consist of new trees in a context of hard paving.

This zone will be cleaned and protected and will be considered of ecological importance. The habitat of the Winged Radish will be protected.

This afforested area will be retained and enhanced. The Mediterranean Tea Tree will be protected. A variety of new shrubs will be planted.

Open-air bar

Pool

Landscaping within the fort will be limited and will not interfere with the integrity and views of and from the fort.

Soft landscaping will be applied here. Planting of shrubs, such as Lavandula, Hibiscus Rosa Sinensis, Budleia, Agapanthos, Leonitus Leonora, Bambusa Aurea

N

PLANNING AUTHORITY

APPROVAL

Board No. 7933-99/00 held on 7/10/99

Chairman _____ Secretary _____

PLAN N°. P.A. 2135/14

D.C.C. Board N°. _____

TBA
STRUCTURAL ENGINEERS
No.26, Sir Luigi Preziosi Square
Floriana VLT 14, Malta
Tel: (0356) 230250 Fax: (0356) 230586
Dr Alex Torpiano A.&C.E.
Partner

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

MIDI LIMITED

pininfarina EXTRA

TBA PERITI
Architects, Civil & Structural Engineering Consultants
ARCHITECTUREPROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Manoel Island Landscaping Scheme

DATE	SCALE	DRAWN	DRAWING NUMBER
October 1999	1:1000	D.X/J.B/C.B	M04

0 20 40 60 80

Fire engines

Ambulances

Rubbish Collection Trucks

Trolley Rubbish Collection/
Road Cleaning Vehicles

Rubbish collection
from rear

NOTE

Rubbish Trucks will be limited to the main road.
Rubbish collection from the Marina Village will be through the underground level, linked to the truck collection points by electric trolleys.
The street surfaces in the Marina Village will be accessible to emergency vehicles and to road cleaning vehicles.
The waterfront promenade will similarly be accessible to emergency vehicles, to road cleaning vehicles, and to a trolley garbage collection service for the boats – as well as to occasional service vehicles.

N

11e

PLAN N°. P.A. 2135/96
D.C.C. Board N°.

PLANNING AUTHORITY

APPROVAL

Board No. PA 2135/96/00 held on 31/10/99

Chairman [signature] Secretary [signature]

TBA
STRUCTURAL ENGINEERS
No.26, Sir Luigi Preziosi Square
Floriana VLT 14, Malta
Tel: (0356) 220790 Fax: (0356) 236386
Dr Alex Torpiano A.&C.E.
Partner

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND – TIGNE' POINT
DEVELOPMENT PROJECT

M I D I
L I M I T E D

pininfarina
E X T R A

TBA PERITI
Architects, Civil & Structural Engineering Consultants
ARCHITECTURE PROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Manoel Island – Service &
Emergency Circulation – Surface

DATE	SCALE	DRAWN
October 1999	1:1000	A.T/J.B/C.B

DRAWING NUMBER M05

0 20 40 60 80

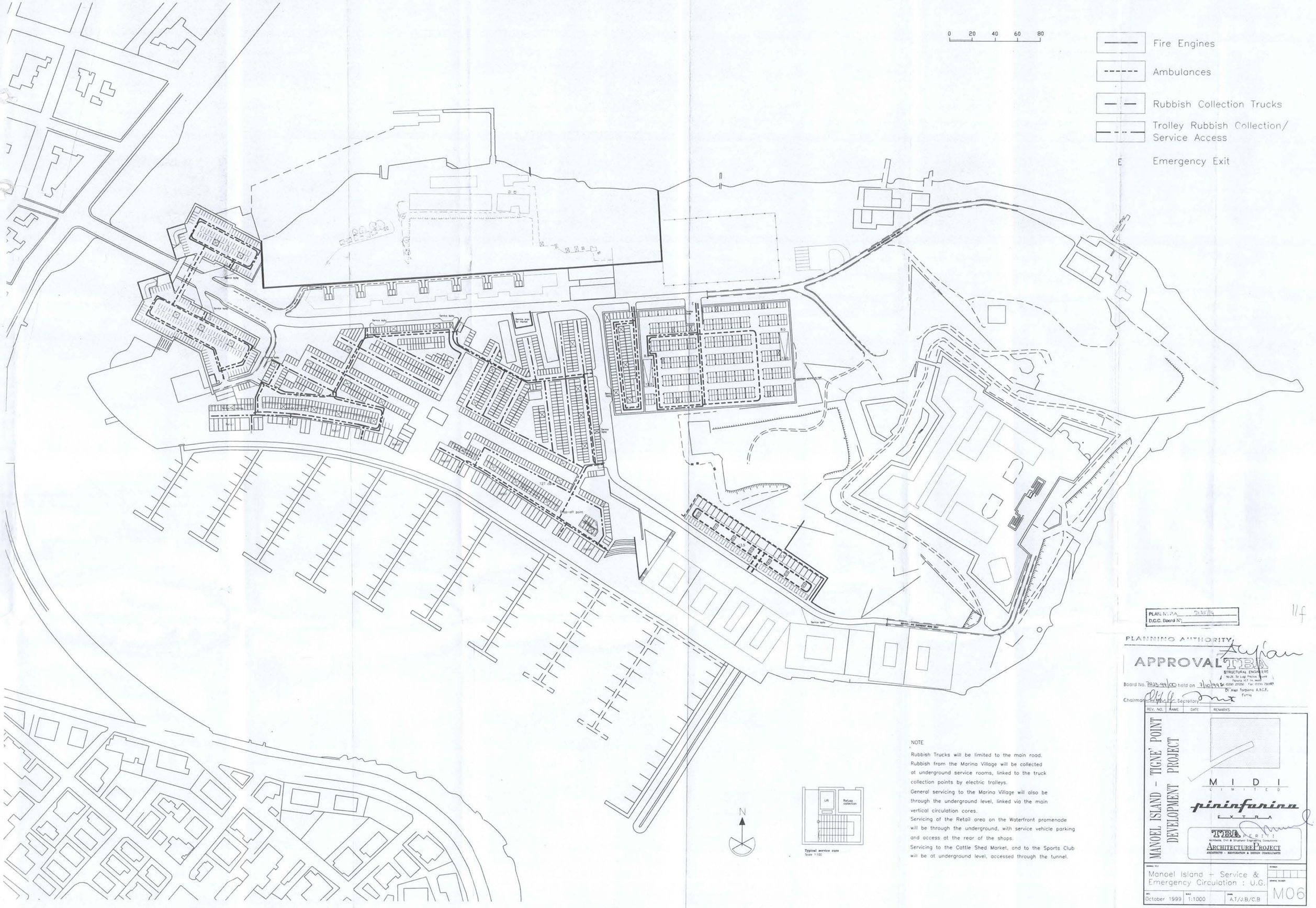
Fire Engines

Ambulances

Rubbish Collection Trucks

Trolley Rubbish Collection/ Service Access

E Emergency Exit


Service lane
Service lane for market
Service lane
Service lane
Service lane

0 20 40 60 80

- Public pedestrian circulation
- Private pedestrian circulation
- Public Heritage Route
- Vehicular circulation
- ► Entrance to Public Car Park

PLANNING AUTHORITY

APPROVAL

Board No. PA99-99/00 held on 7/10/99

Chairman _____ Secretary _____

- Public Areas Pedestrian
- Public Areas Vehicular Routes
- Public Heritage area
- Public Landscaped area
- Private Landscaped area

PLAN N°. P.A. 2135/94
D.C.C. Board N°.

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REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

M I D I LIMITED

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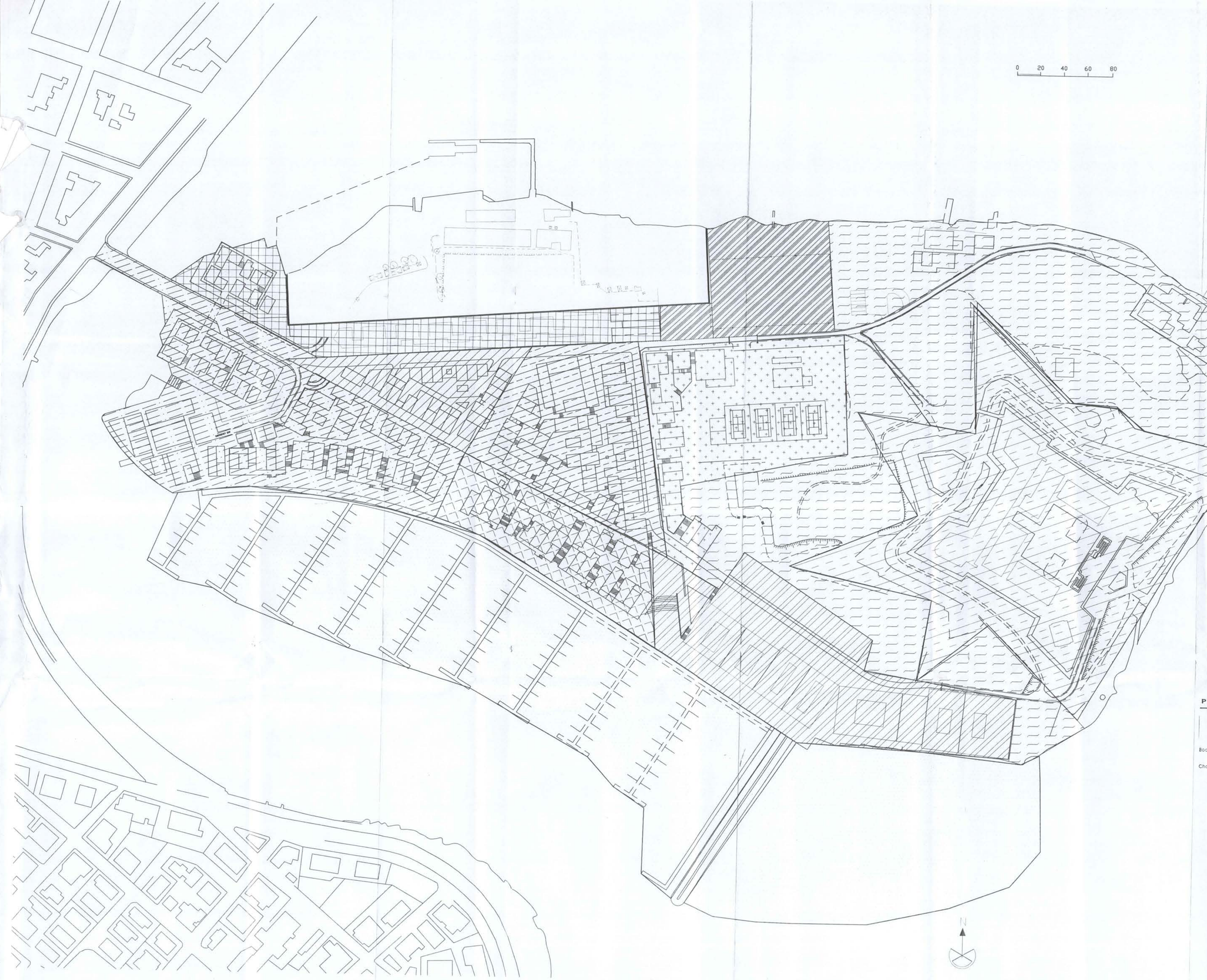
TBA PERNIS Architects, Civil & Structural Engineering Consultants

ARCHITECTURE PROJECT ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Manoel Island : Pedestrian & Vehicular Circulation

DRAWING TITLE		REVISION
		DRAWING NUMBER M07
DATE: October 1999	SCALE: 1:1000	DRAWN: A.T./J.B./C.B

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PLANNING AUTHORITY

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Chairman _____ Secretary _____

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MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

MIDI LIMITED

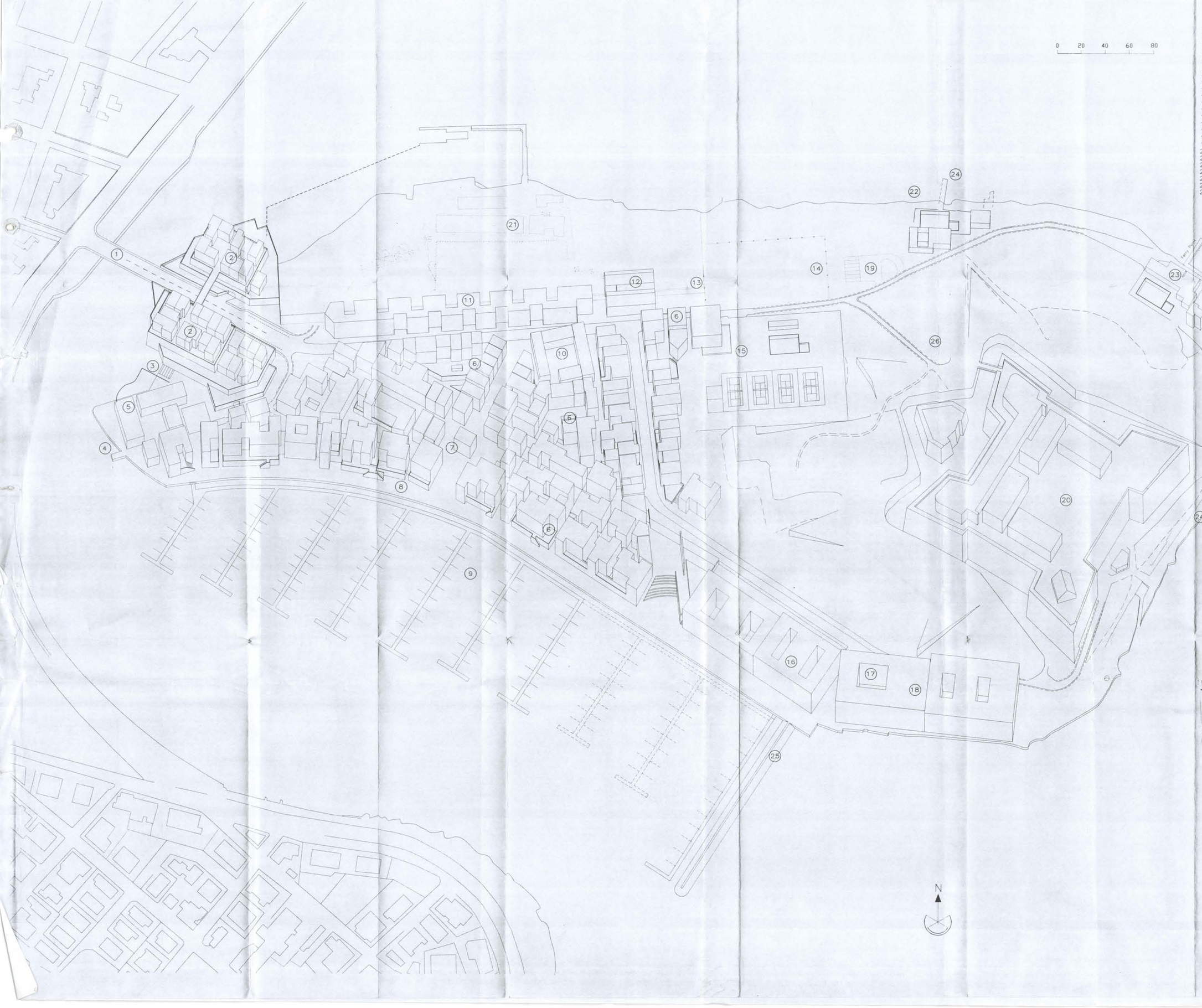
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ARCHITECTURE PROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Manoel Island Phasing

October 1999 | 1:1000 | A.T./J.B./C.B.

M08



1 MANOEL ISLAND BRIDGE / ENTRANCE
2 RESIDENCES OVER PARKING BASTION
3 PUBLIC SLIPWAY
4 SMALL BOAT MOORING
5 YACHTING CENTRE FACILITIES
6 MARINA VILLAGE
7 VILLAGE HERITAGE SQUARE
8 PUBLIC QUAY
9 PONTOON MARINA
10 HERITAGE MARKET
11 COMMERCIAL BUILDINGS 3 FLOORS
12 YACHTYARD SHOPPING LEISURE CENTRE
13 PARKING
14 COMMUNITY FOOTBALL PITCH
15 SPORTS CLUB
16 LAZZARETTO RESIDENCES
17 CASINO
18 YACHT CLUB RESIDENCES
19 COACH CAR PARK
20 FORT MANOEL– CULTURAL / LEISURE RETAIL
21 YACHT REPAIR YARD
22 BEACH CLUB
23 RESTAURANT COMPLEX
24 FERRY POINT
25 BREAKWATER
26 PARK

PLAN N°. P.A. 2133/94
D.C.C. Board N°:

PLANNING AUTHORITY

APPROVAL

Board No. 7th Sept 1995 held on 7/10/95

Chairman ____ Secretary ____

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MANOEL ISLAND – TIGNE' POINT DEVELOPMENT PROJECT

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Manoel Island – Axonometric

DATE	SCALE	DRAWN	DRAWING NUMBER
October 1999	1:1000	D.X./J.B./C.B	M09





SCALE 1:1000

N

PLAN N°. P.A. 7135/94
D.C.C. Board N°:

12a

PLANNING AUTHORITY
APPROVAL
Board No. 7135/94(C) Date 31/6/99
Chairman Secretary

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Partner

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

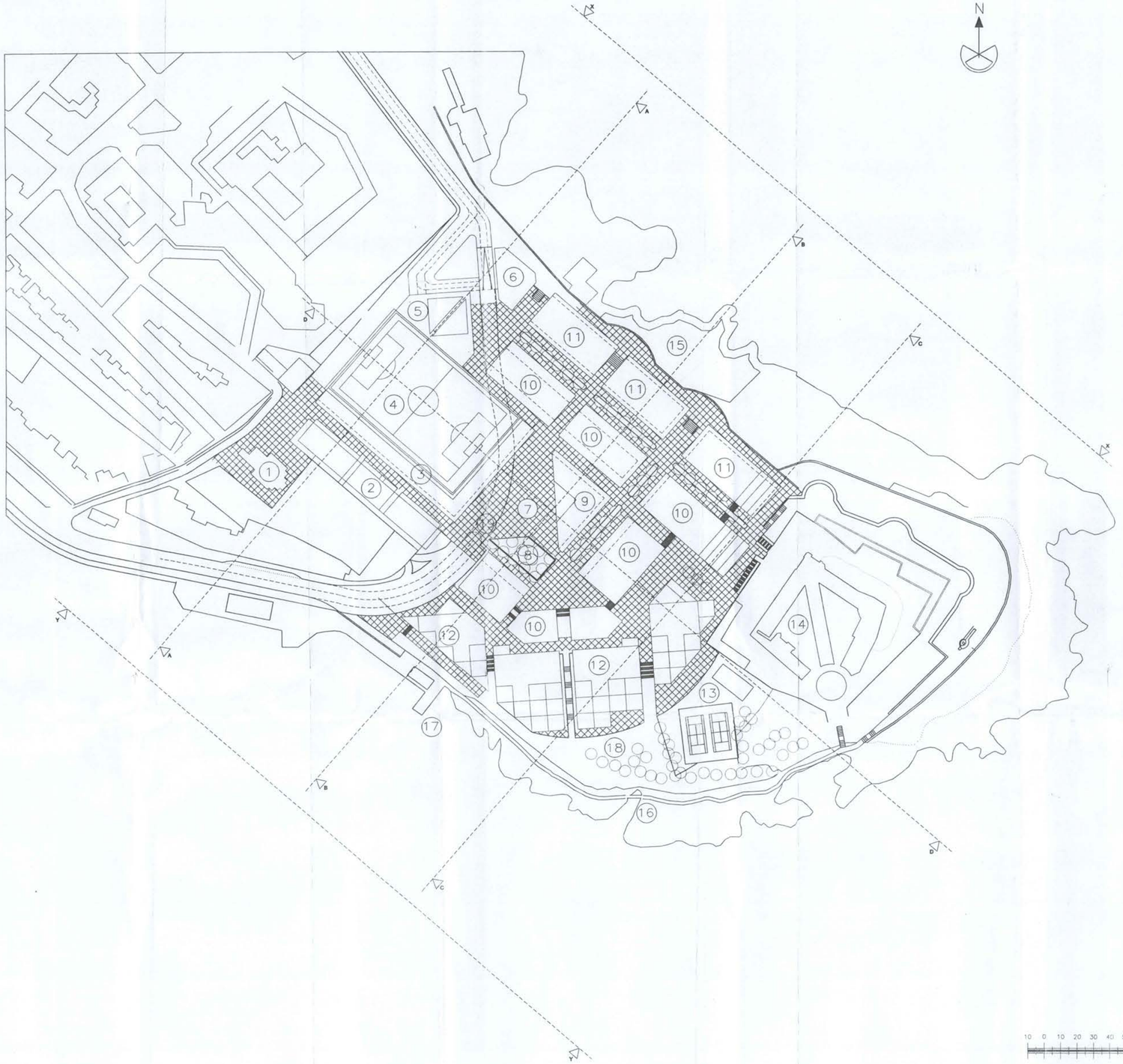
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ARCHITECTUREPROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

DRAWING TITLE
Tigne' Point
Existing Site Survey

DATE	SCALE	DRAWN	DRAWING NUMBER
October 1994	1:1000	D.X.	T01



1	ST. LUKE'S GARRISON CHAPEL		
2	CLOCK TOWER RESIDENCES/SHOPS/OFFICES	3	Floors
3	SOUTH BARRACKS SPORTS CLUBS/SHOPS	2	Floors
4	FOOTBALL PITCH over SUPERMARKET; CONFERENCE		
5	TOWER BLOCK – Hotel	max. 23	Floors
6	HOTEL WING	5	Floors
7	MAIN PJAZZA over TRUNK ROAD & PARKING		
8	SUNKEN TREE GROVE		
9	COMMERCIAL/OFFICE BUILDING	6	Floors
10	RESIDENTIAL/OFFICE BUILDINGS	7	Floors + p/house
11	RESIDENTIAL BUILDINGS/RETAIL	5	Floors + p/house
12	TERRACED RESIDENTIAL BUILDINGS	4–6	Floors
13	SPORTS CLUB		
14	FORT TIGNE' SHOPPING/HERITAGE CENTRE		
15	BEACH FACILITY		
16	U/G DIVING/SAILING CLUB		
17	FERRY POINT		
18	PUBLIC PARK		
19	U/G TRUNK ROAD		

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 METRES

SCALE 1:1000

126

D.C.C. Board N°: 2135/94

PLANNING AUTHORITY

APPROVAL

Board No. PA23-99/00 held on 7/10/99

Chairman Secretary

TBA STRUCTURAL ENGINEERS

Dr Alex Torpiano A.C.E.

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND – TIGNE' POINT DEVELOPMENT PROJECT

MIDI LIMITED

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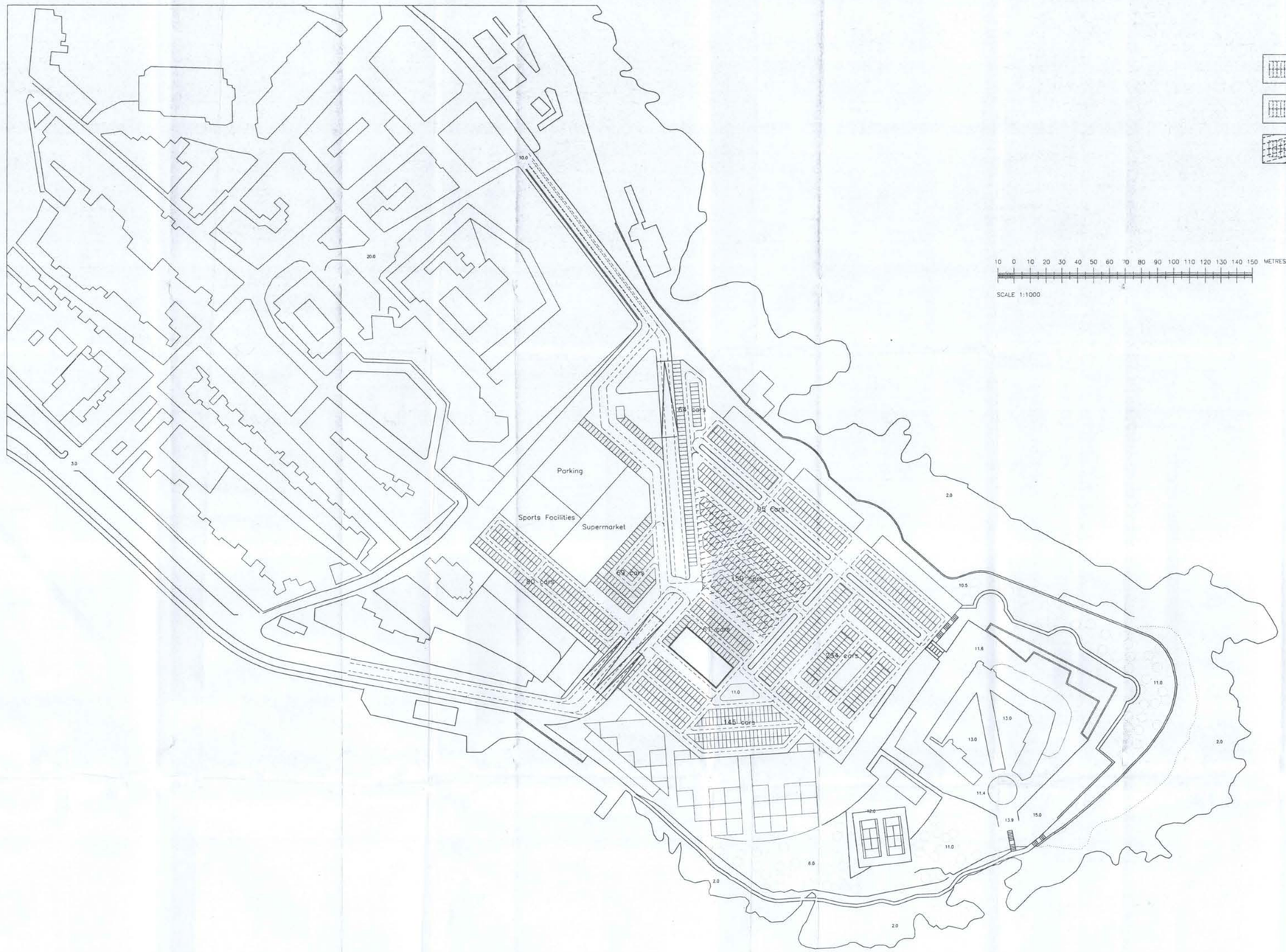
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ARCHITECTURE PROJECT

Tigne' Point
Layout Master Plan

October 1999 | 1:1000 | C.B.

T02



Public parking

Private parking

Public / private parking

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 METRES

SCALE 1:1000

N

PLAN. N°. P.A. 2135/96

D.C.C. Board N°.

PLANNING AUTHORITY

APPROVAL

Board No. 1903 - 99 dated on 21/6/99

Chairman Secretary

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

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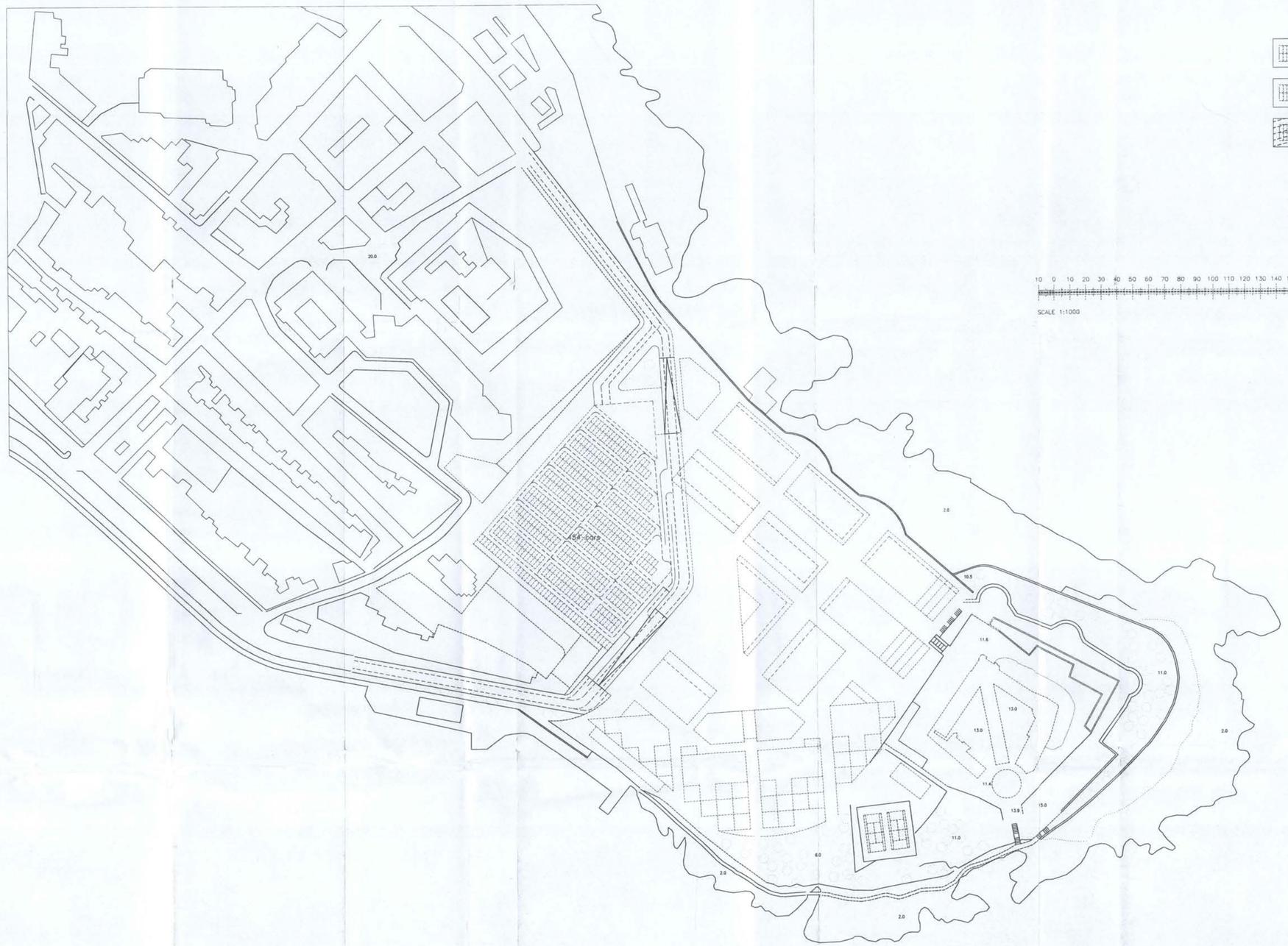
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Tigne' Point – Underground – 1

October 1999 | 1:1000 | I.C.

T03



12d

PLAN N°. P.A. 2135/96
D.C.C. Board N°.

PLANNING AUTHORITY

APPROVAL

Board No. PA 2135/96 held on 7th Feb

Chairman Secretary

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MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

M I D I LIMITED

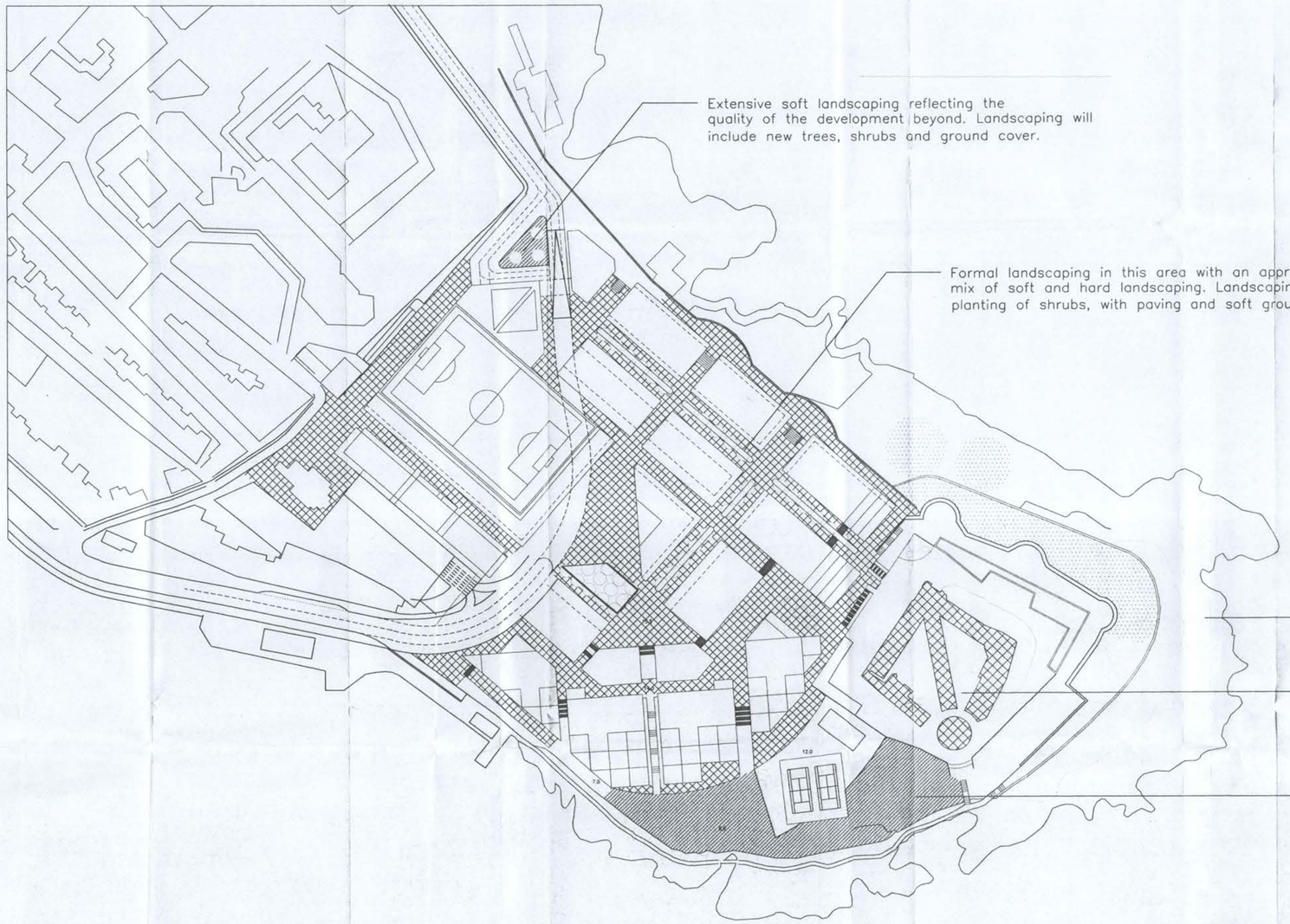
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ARCHITECTURE PROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Tigne' Point – Underground – 2

T04

October 1999 | 1:1000 | I.C.



Soft ground covers
Hard landscaped area
Shrubs
Existing tree
Proposed tree
Public landscaped area
Ecological area
Retained building

N

PLANNING AUTHORITY

APPROVAL

Board No. PB35 9/00 held on 21/6/99

Chairman ... Secretary ...

PLAN N°. P.A. 2135/34

D.C.C. Board N°:

12c

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REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

M I D I LIMITED

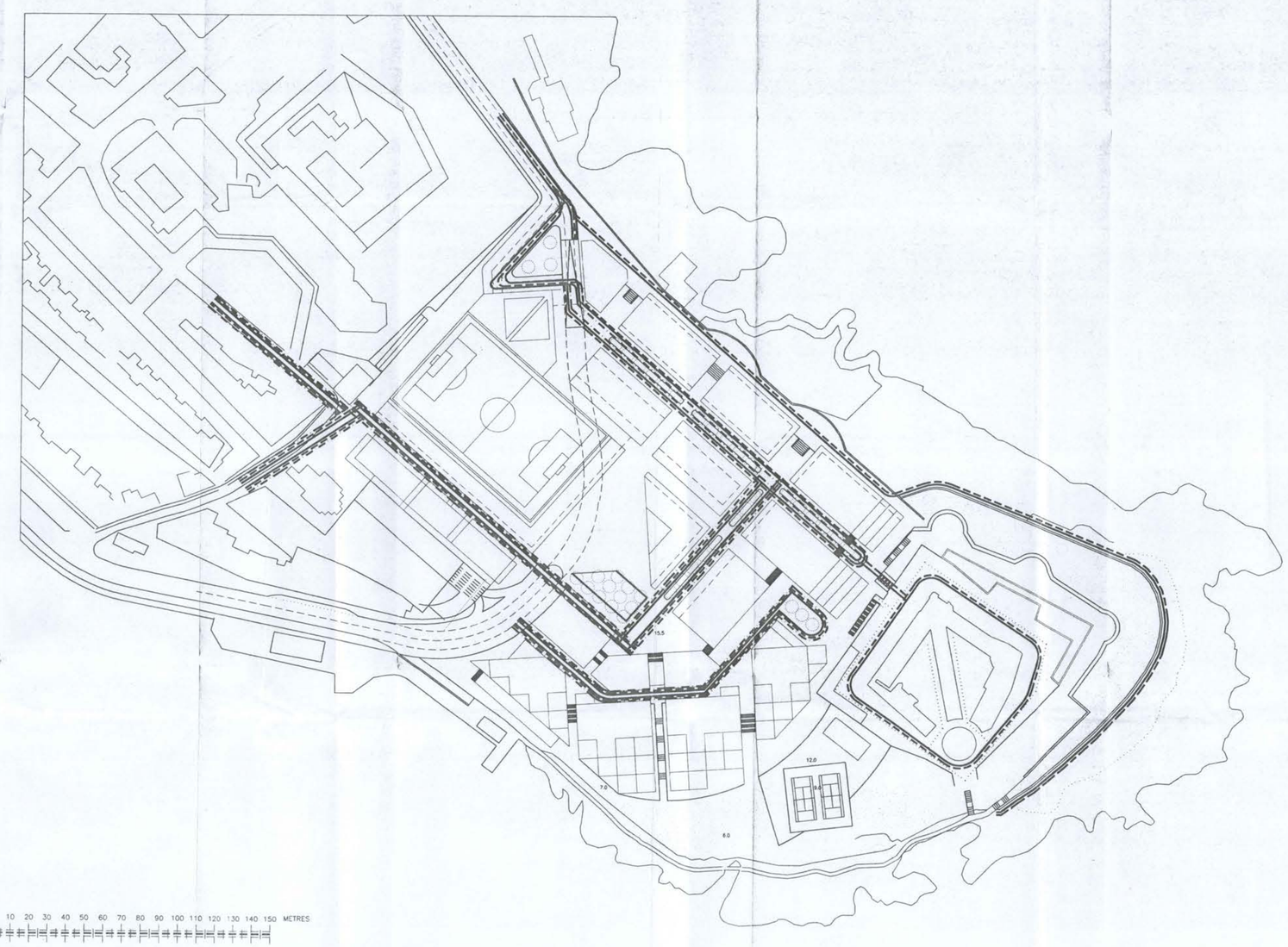
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ARCHITECTURE PROJECT
ARCHITECTS - ENGINEERING & DESIGN CONSULTANTS

Tigne' Point
Landscaping Scheme

T05

October 1999 | 1:1000 | D.X J.B. LC C.B



PLAN N°. P.A. 2135/96
D.C.C. Board N°.
PLANNING AUTHORITY

APPROVAL TBA

Board No. M133-99/00 held on 3/10/1999

Chairman Secretary

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

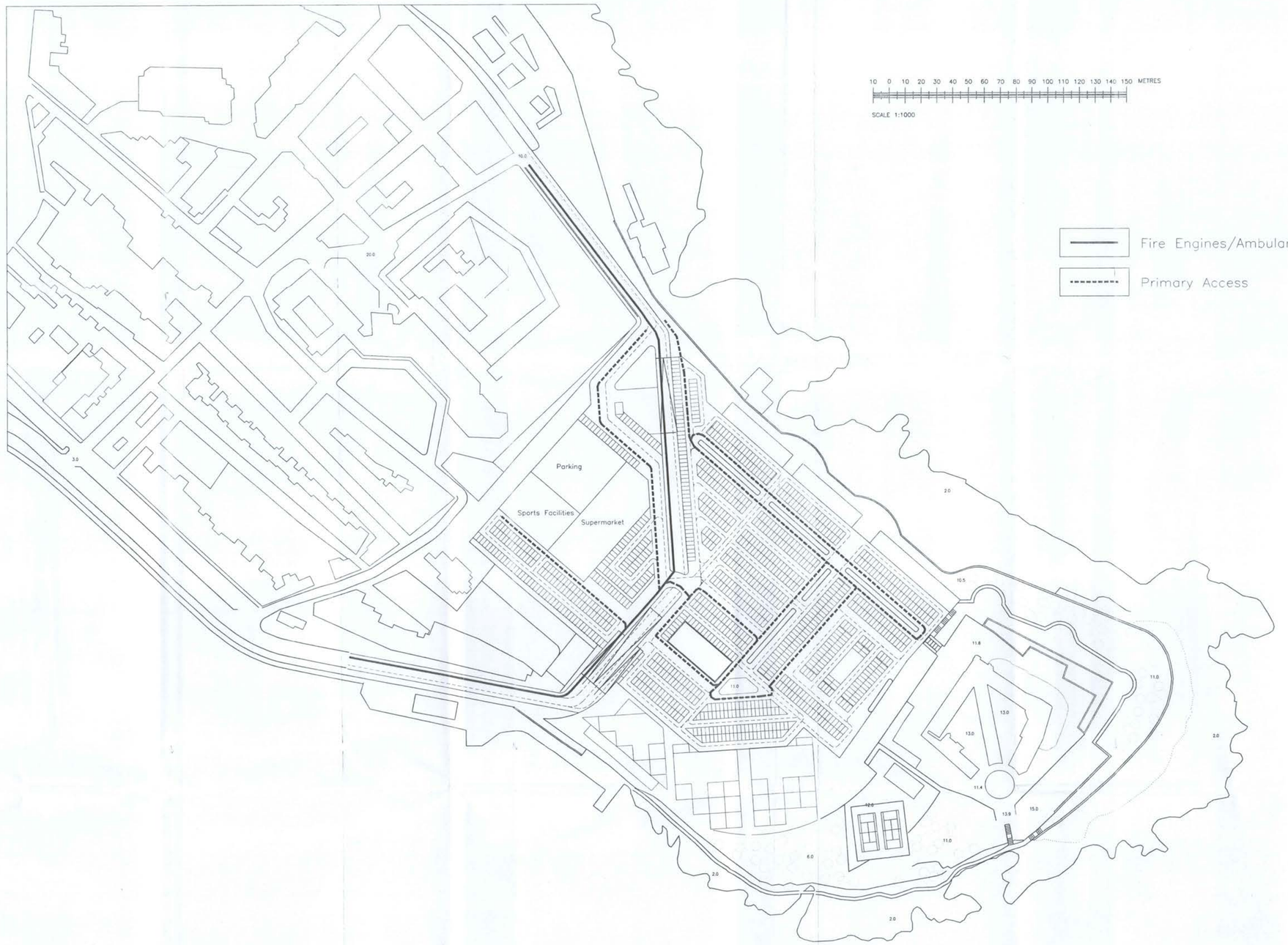
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ARCHITECTUREPROJECT

Tigne' Point – Service & Emergency Circulation, Surface

October 1999	1:1000	D.X J.B. I.C. C.B	T06



10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 METRES

SCALE 1:1000

Fire Engines/Ambulances

Primary Access

N

PLANNING AUTHORITY

APPROVAL

Board No. PA33-99/00 held on 7/10/99

Chairman ..... Secretary .....

PLAN: N°. P.A. 2135/94

D.C.C. Board N°:

12.3

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REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

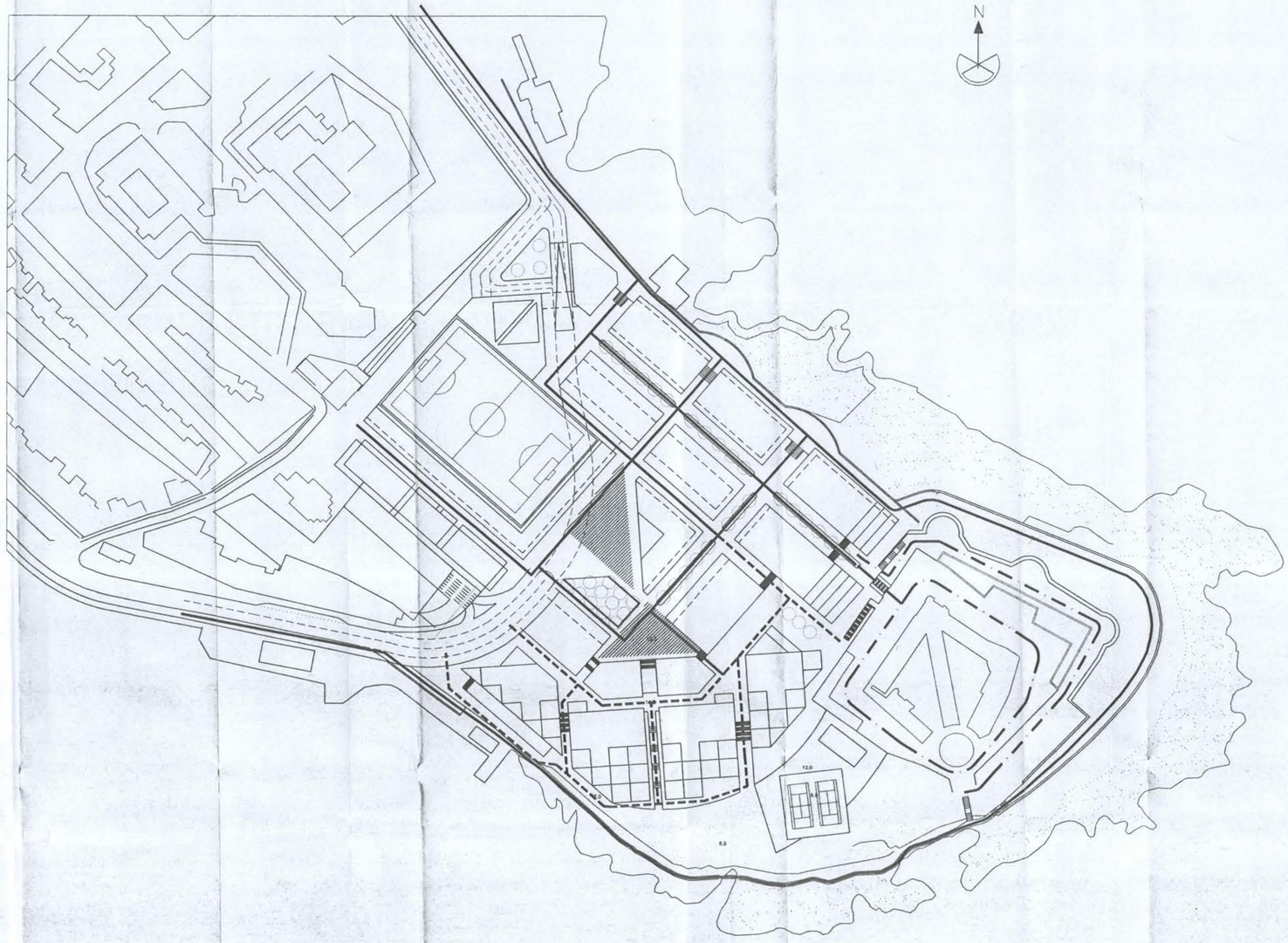
MIDI LIMITED

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TBA PERITI
Architects, Civil & Structural Engineering Consultants
ARCHITECTUREPROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

Tigne' Point – Service and Emergency Circulation – U.G.

DATE	SCALE	DRAWN	DRAWING NUMBER
October 1999	1:1000	A.T.	T07



- Public pedestrian circulation
- Private pedestrian circulation
- Public Heritage Route
- Vehicular circulation
- Entrance to Public Parking
- Public landscaped area
- Public coastal area
- Public Plaza

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 METRES

SCALE 1:1000

12h

PLAN N°. P.A. 7135/94
D.C.C. Board N°.

PLANNING AUTHORITY

APPROVAL

Board No. PA135-94/00 held on 7/10/99

Chairman ..... Secretary .....

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REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

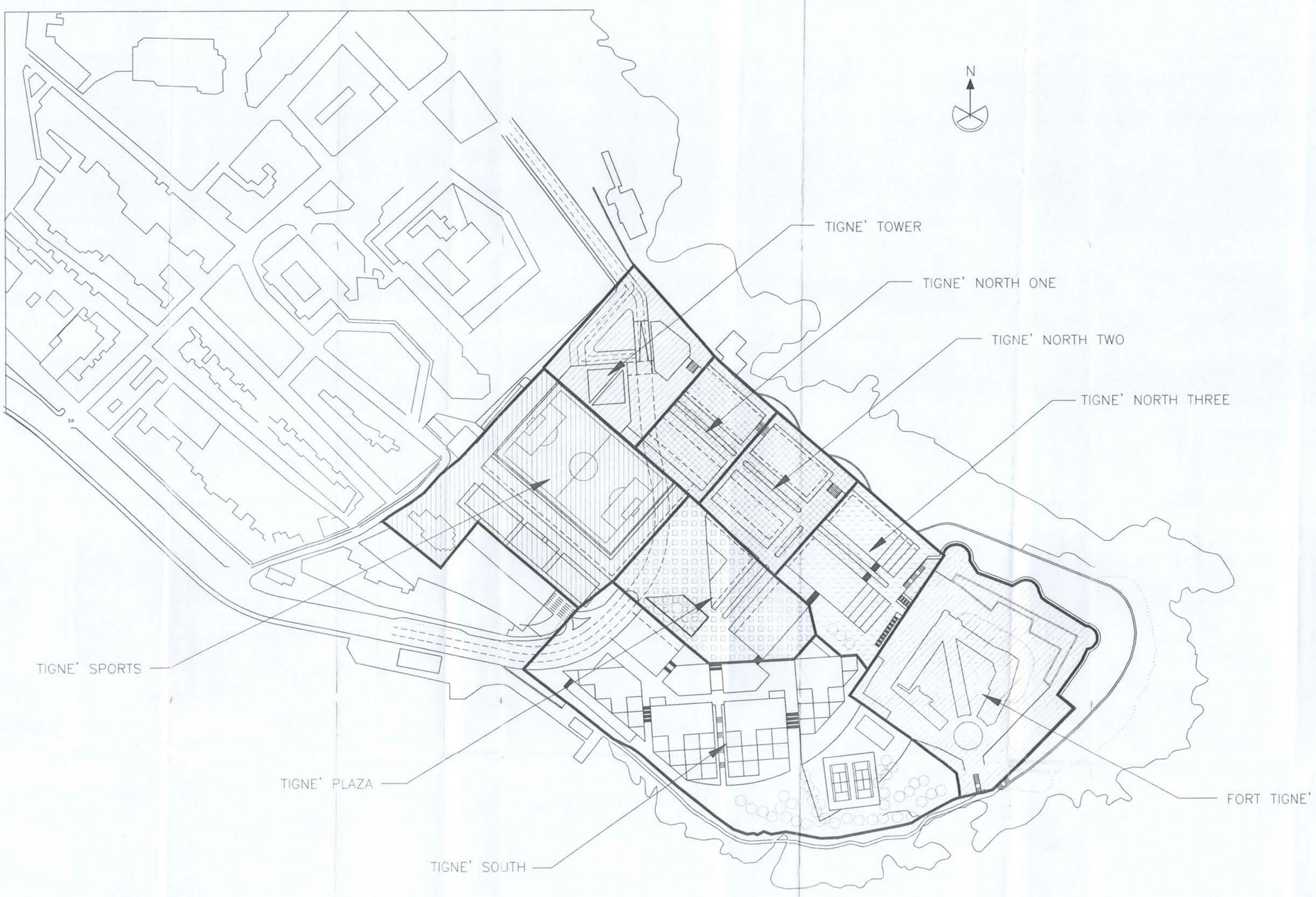
M I D I LIMITED

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TBA PERITI Architects, Civil & Structural Engineering Consultants
ARCHITECTUREPROJECT

Tigne' Point - Pedestrian & Vehicular Circulation

October 1999 | 1:1000 | D.X. I.C. C.B. | T08



PLAN N°. P.A. 7155/94
D.C.C. Board N°:

PLANNING AUTHORITY

APPROVAL

Board No. PA 55-99 held on 31/8/99

Chairman Secretary

REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

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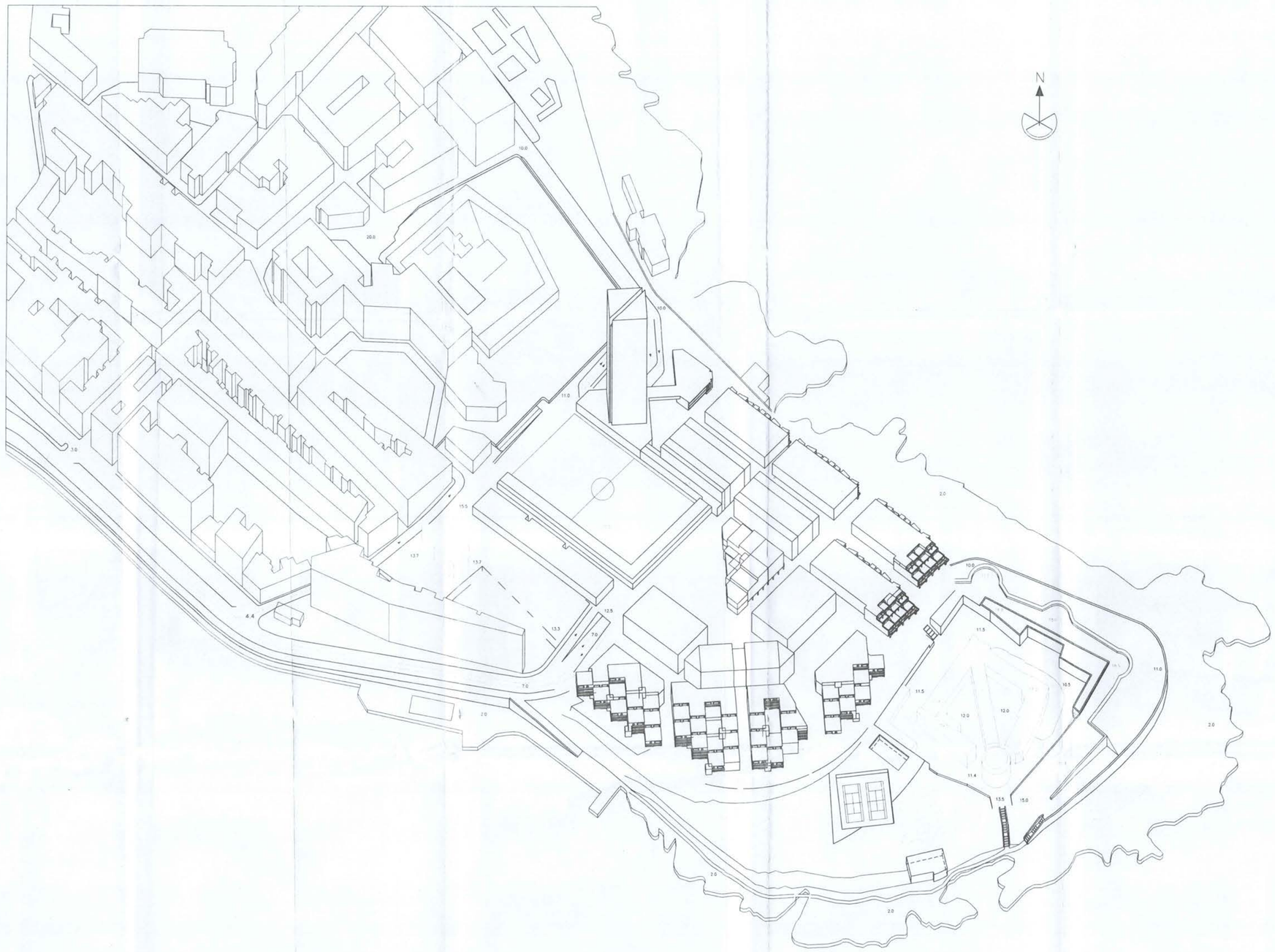
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Tigne' Point - Phasing

T09

October 1999 | 1:1000 | D.X J.B I.C C.B



10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 METRES

SCALE 1:1000

PLAN N°. P.A. 2135/94
D.C.C. Board N°:

124

PLANNING AUTHORITY

APPROVAL

Board No. PA33-94/00 held on 7/10/99

Chairman Secretary

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REV. NO.	NAME	DATE	REMARKS

MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

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TBA PERTH ARCHITECTUREPROJECT
ARCHITECTS - RESTORATION & DESIGN CONSULTANTS

DRAWING TITLE: Tigne' Point – Axonometric

DRAWING NUMBER: T10

DATE	SCALE	DRAWN
October 1999	1:1000	I.C.

078938-106B-MI_V2_130624_Fort_Tigné - 6QZsjUwA - 14-03-2025 14:16

106B

PO 007832

Verification of Restoration Costs of Fort Tigné and Inspection of Restoration Works

STRICTLY CONFIDENTIAL

Version 2 issued to client on 13th June 2024

Lands Authority
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Abbreviations

aoM	AOM Limited
Elektra	Elektra Limited
Fino	C. Fino & Sons Limited
FWA	Fondazzjoni Wirt Artna
GOM	Government of Malta
G&P Borg	G&P Borg Limited
Halmann Vella	Hal Mann Vella Limited
Lands	Lands Authority
MI	Manoel Island
MIDI	MIDI plc.
Panta	Panta Contracting Limited
Rainbow Mix	Rainbowmix Concrete Limited
SIS	Solutions & Infrastructure Services Limited
Sun Island	Sun Island Nurseries Limited
TCL	Tigné Contracting Ltd
Vassallo	Vassallo Builders Limited
VAT	Value Added Tax
ZC Installations	ZC Installations Ltd

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1. Executive summary

1.1 Background information

On 15 June 2000, MIDI plc ("MIDI") and the Government of Malta entered into a deed of emphyteusis ("the Deed") for the development and operation of Manoel Island and Tigné Point for the duration of 99 years. The GOM is currently negotiating with MIDI the reversion of Fort Tigné located at Tigné Point.

MIDI has submitted to the Lands Authority a report of all costs incurred on the restoration of Fort Tigné for their consideration in these negotiations.

Sub-article 9.1 of the Deed required MIDI to carry out restoration works specified in and in accordance with the Heritage Studies Report approved with the outline development permit attached as Schedule 14 to the Deed. The Heritage Studies Report (see Appendix II) describes the proposed restoration philosophies for the historical buidings that were proposed for retention, including Fort Manoel and Fort Tigné, existing on Manoel Island and Tigné Point, respectively.

1.2 Scope

Further to the request for a quotation for verification services on concession to MIDI, the Lands Authority issued Purchase Order 007832 to Alecta Advisors ("the Advisors"), to carry out the following in relation to:

(i) cost of restoration works at Fort Tigné incurred by MIDI

- validate 100% of costs as per invoices (151 in number) against the respective agreement or request for services provided in relation to restoration works (see Table 1)
- recompute amounts invoiced to check arithmetic accuracy;
- check for approval of invoiced amounts and/or authorisation of payment of invoices;
- reconcile payments to approved invoices and trace payments to banks' record of transactions;
- report on all of the above.

(ii) satisfaction of obligations by MIDI to carry out restoration works on Fort Manoel and Fort Tigné

- engaged architect to inspect Fort Manoel and Fort Tigné to confirm that restoration works on these two main buildings as described in the Heritage Studies Report, more specifically those described in paragraphs 1.1 to 6.5 and 21.1 to 23.6, were carried out.

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Restoration costs of Fort Tigné					
Service providers	Service	No. of invoices	Cost as per MIDI	Verified costs	Difference
		No.	€	€	€
Vassallo	Restoration	38	2,634,854.58	2,634,854.58	-
Sun Island	Landscaping	7	150,044.66	150,044.66	-
Rainbow Mix	Demolition and relocation of stone	3	55,809.46	55,809.46	-
Halmann Vella	Temporary power and beam construction	7	14,064.68	14,064.68	-
ZC Installations	WSC main and GFH distribution system	3	9,111.04	8,355.00	- 756.04
aoM	Consultancy	71	277,605.78	261,227.28	- 16,378.50
Panta	Material	1	113,086.00	113,086.00	-
Fino	Light fittings	4	114,086.51	114,086.51	-
FWA	Monitoring	4	30,180.57	30,180.57	-
Elektra	Light fittings	3	30,049.17	30,049.17	-
G&P Borg	Restoration - gate & floor	4	9,755.00	9,755.00	-
SIS	Light fittings	2	620.84	620.84	-
Other	Armoured cable, cleaning of reservior etc.	4	9,374.48	9,020.50	- 353.98
Total		**151**	**3,448,642.77**	**3,431,154.25**	**-17,488.52**

Table 1 Restoration costs, Fort Tigné

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1.3 Methodology and approach

Our verifications in terms of the scope set out above were conducted as follows:

(i) 100% of costs incurred from the service providers in Table 1 as identified from a report of 151 invoices provided by MIDI or its 100%-owned subsidiary Tigné Contracting Ltd. ("TCL"). In this regard, we:

- (a) referred to agreements with service providers identified above to confirm ownership of costs by MIDI plc (or its subsidiaries) and to assess the connection of incurred costs with the Project;
- (b) matched rates or fixed fees charged in presented invoices with those listed in the service providers' agreements;
- (c) recomputed invoices to check arithmetic accuracy;
- (d) inspected approval of invoiced amounts and/or authorisation of payment of invoices;
- (e) vouched payments to related invoices;
- (f) traced payments to confirmations of payment provided by the respective banks or extracts of bank statements.

Appendix I sets out a list of documents that were reviewed when performing the above.

(ii) MIDI's obligation to carry out restoration works on Fort Manoel and Fort Tigné. In this regard, we

- (a) engaged an independent architect specialised in restoration to carry out on-site inspections;
- (b) inspected physically restoration works carried out on Fort Manoel and Fort Tigné;
- (c) documented inspected works including digital images of current condition of respective parts of the buildings;
- (d) obtained digital images of restoration works-in-progress for those parts of the buildings whose current condition suggests further restoration is required.

Appendix IV sets out a full report of the architect's on-site inspections.

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1.4 Summary of findings and exceptions noted

Our findings from the in-scope verifications were as follows:

Procedure	Finding/s	Exception/s noted
(i)(a)	All costs supported by 151 invoices (refer to Table 1) were incurred by MIDI or TCL in connection with restoration works at Fort Tigné.	Bollards supplied for Fort Manoel at a cost of €353.98 were included in MIDI's list of invoices on Fort Tigné. This cost was transferred to the list of invoices on Fort Manoel.
(i)(b)	All costs were matched to agreed rates as per agreed terms or approved variations as per Table 2. MIDI engaged consultants (aoM) to oversee and certify restoration works according to agreements. These certifications covered at least 83% of the total cost claimed by MIDI (see Table 2). Consultants' fees amounting to €277,606 accounted for 8% of the remaining 17%. These fees were agreed to agreements with aoM. Other costs were agreed to purchases orders or quotes.	The total of consultancy fees paid to aoM, as claimed by MIDI, did not reflect a reversal of €16,378.50. The claimed cost of works performed by ZC Installations included either cost of works not related to Fort Tigné or an element claimed twice, which added up to €756.04. These amounts were deducted from total verified costs (see Tables 1 and 2).
(i)(c)	All supporting invoices were arithmetically correct.	None
(i)(d)	All costs in 151 invoices were approved by project manager and/or authorised for payment by directors of MIDI or TCL.	None
(i)(e)	All invoiced amounts as per Table 2 were traced to related payments.	None
(i)(f)	All payments verified in (i)(e) were traced to banks' confirmations of payments.	None
(ii)(a)	The architect's engagement by two third party contractors to provide conservation advice (see declaration on pg 13 of Appendix IV) was not deemed significant to impair the architect's independence.	None
(ii)(b)	The architect visited the sites on 16th April 2024, 19th April 2024 and 26th May 2024 and documented current state by digital photographic images included in the report.	Refer to details on each obligation in Appendix IV
(ii)(c)	Same as above.	Refer to details on each obligation in Appendix IV
(ii)(d)	Digital images of restoration works-in-progress confirmed the extent of intervention not visible from current state of buildings. Lack of maintenance and lack of use since restoration has reversed the effect of restoration especially in areas exposed to natural elements.	Refer to details on each obligation in Appendix IV

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1.5 Overall conclusion

Based on the work carried out during our engagement as disclosed in this report, it may be concluded that:

- the verified costs as adjusted in Tables 1 and 2 were incurred and paid by MIDI in relation to the restoration of Fort Tigné.
- with the exception of some works described in paragraphs 1.1 to 1.3, 4.2, 4.6, 23.1 and 23.6 of the Heritage Studies Report (see Appendix IV), all agreed restoration works on Fort Manoel and Fort Tigné have been carried out. It is noteable to point out that lack of maintenance and/or use since restoration have reversed the effect of restoration on some sections of the buildings.

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2. Basis of costs claimed

2.1 Relevant costs - summary

Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT) €	Invoices (exc Vat) €	Subtotal - cost as per MIDI (exc. VAT) €	Adj. €	Verified cost (exc. VAT) €	*Notes*
Vassallo	C715	Restoration	Restoration of historic fabric of Fort Tigné	2,634,854.58		2,634,854.58		2,634,854.58	
Sun Island	C893	Landscaping	Glacis	150,044.66		150,044.66		150,044.66	
Rainbow Mix	C833	Demolition of reverse osmosis plant and relocation of stone	Demolish main alien structures in Fort Tigné to expose the historic fabric to be restored	43,754.95	12,054.51	55,809.46		55,809.46	
Halmann Vella	CA088 / CA02	Site wide temporary power	Provision of power and water supplies	11,060.71		11,060.71		11,060.71	
Halmann Vella	C885	Waste removal and beam construction			3,003.97	3,003.97		3,003.97	
ZC Installations		WSC main and GFH distribution system	WSC main and GFH distribution system	9,111.04		9,111.04	- 756.04	8,355.00	*1*
aoM		Consultancy			277,605.78	277,605.78	- 16,378.50	261,227.28	*2*
Panta		Material	Material supply to site		113,086.00	113,086.00		113,086.00	
Fino		Light fittings			114,086.51	114,086.51		114,086.51	
FWA		Monitoring			30,180.57	30,180.57		30,180.57	
Elektra		Light fittings			30,049.17	30,049.17		30,049.17	
G&P Borg		Restoration - gate & floor	Supply and spread soil, install fence, modify gate		9,755.00	9,755.00		9,755.00	
SIS		Light fittings	Installation of light fittings in Glacis area		620.84	620.84		620.84	
Other		Armoured cable, cleaning of reservior etc.			9,374.48	9,374.48	- 353.98	9,020.50	*3*
Total				**2,848,825.94**	**599,816.83**	**3,448,642.77**	**- 17,488.52**	**3,431,154.25**	
				83%	17%	100%			

Notes:

1 Retention money claimed extra or not related to works on Fort Tigné being deducted from claimed cost.

2 A credit note (revision to NFP) of €16,378.50 against claimed costs was not included in MIDI's list of invoices.

3 Cost of bollards supplied for Fort Manoel.

Table 2 Relevant costs - findings and conclusions

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Appendix I - Documentation reviewed

The documents reviewed include:

A. In relation to all suppliers

- The list of 151 invoices
- The 151 invoices
- Supporting purchase orders, notification for payments, interim or final payment certificates
- Proof of payment of invoices, including remittance advice, copies of cheques and bank statements
- PA02135/94 - Outline Development Permission dated 15th October 1999
- Schedule 14 - Outline Development Permit PA02135/94 between Planning Authority and Midi plc dated 15th October 1999

B. Vassallo

- Contract Documents, Volume One for C715 - Restoration of Fort Tigné, October 2005
- Contract Documents, Volume Two for C715 - Restoration of Fort Tigné, October 2005

C. Sun Island

- Contract Document for C893 - Glacis Landscaping Works (South-West Side) at Tigné Point, including Maintenance Agreement, March 2011

D. Rainbow Mix

- Contract Documents (C833) for RO Plant Demolition Works & relocation of stone Tigné Fort, Tigné Point, May 2004

E. Halmann Vella

- Contract Agreement 02 for Upgrading and Diversions for Site Wide Temporary Power, May 2008

F. FWA

- Timesheets of staff monitoring works at Fort Tigné

G. aoM

- Agreement dated 23 August 2000 between MIDI p.l.c. and aoM Limited
- Agreement dated 23 December 2004 between MIDI p.l.c. and aoM Limited

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SCHEDULE 14

OUTLINE DEVELOPMENT PERMIT
(Article 6.2, 7, 8.2, 9.1 and 12.5)

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Schedule 14

AWTORITÀ TA' L-IPPJANAR
PLANNING AUTHORITY

To: Midi Limited
Groundfloor
Il-Pjazzetta
Sliema SLM 16

Date: 15 October, 1999
Our Ref: PA 02135/94

Vera kopja ta' Dokument annessa/transuntat ma' att fl-atti tieghi tal- 15/6/00
Illum 7/8/2000
Vincent Micelli
Nutar Pubbliku
fid-Dipartiment tal-Artijiet

Application Number: PA 02135/94
Application Type: Outline development permission
Date Received: 19 April, 1994
Approved Documents : List of approved documents:

Heritage Studies Report

List of approved drawings:

Manoel Island:

Existing site survey	M 01	August 1998 (11a)
Layout Master Plan	M 02	October 1999 (11b)
Underground	M 03	October 1999 (11c)
Landscaping Scheme	M 04	October 1999 (11d)
Service & Emergency circulation - Surface	M 05	October 1999 (11e)
Service & Emergency circulation - Underground	M 06	October 1999 (11f)
Pedestrian and vehicular circulation	M 07	October 1999 (11g)
Phasing	M 08	October 1999 (11h)
Axonometric	M 09	October 1999 (11j)

Tigne` Point

Existing site survey	T 01	October 1994 (12a)
Layout Master Plan	T 02	October 1999 (12b)
Underground 1	T 03	October 1999 (12c)
Underground 2	T 04	October 1998 (12d)
Landscaping	T 05	October 1999 (12e)
Service & Emergency circulation - Surface	T 06	October 1999 (12f)
Service & Emergency circulation - Underground	T 07	October 1999 (12g)
Pedestrian and vehicular circulation	T 08	October 1999 (12h)
Phasing	T 09	October 1999 (12j)
Axonometric	T 10	October 1999 (12k)

Location: Manoel Island and Tigne' Point
Proposal: Mixed development for residential, commercial, tourism, recreational, cultural and marina-related use (in accordance with the development brief published by the Government of Malta, December 1992).

SIGNED
M.BONNICI A.MAMO
A.MIZZI V.MICELI

Awtorità ta' l-Ippjanar - Floriana. P.O. Box 200, Valletta CMR 01, Malta.
http://www.pa-malta.org e-mail: enquiries@pa-malta.org
Tel: (+356) 240976 Fax: (+356) 224846

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Vera kopja ta' Dokum...
...
Vincent Miceli
Nutar Pubbliku
fid-Dipartiment tal-Artiji

Development Planning Act 1992 Section 33

Outline Development Permission

The Planning Authority hereby grants outline development permission in accordance with the application and plans described above, subject to the following conditions :

1. The Planning Authority hereby grants outline development permission for the principal uses, general layout, schedule of accommodation as detailed in the annex to this permission provided the maximum heights indicated in the plans are not exceeded, and those details that have not been reserved for subsequent approval of the development proposed and in accordance with the revised versions of the plans submitted with this application as follows:
M01 to M09 (11a to 11h, 11j) and T01 to T10 (12a to 12h: 12j, 12k).

2. The detailed designs submitted as part of the full development application/s shall take into account the drawings M 10 to M39 and T11 to T36 as attached in the Environmental Impact Statement.

3. The Heritage Studies Report is approved. The Environmental Impact Statement is also approved, with the condition that a second level of additional studies identified in condition 26 below, will also be required before the consideration of the Full Development Application relative to the appropriate phase. The Traffic Impact Statement still requires further amendments and is not being approved.

4. This outline permission approves only the layout, schedule of accommodation as detailed in the annex to this permission provided the maximum heights indicated in the plans are not exceeded and the principal uses of the development at Manoel Island and Tigne` Point as indicated in the approved plans are maintained. The internal and external designs of the buildings and structures shall be assessed as part of the Full Development Application relevant to each specific phase. The proposed development floorpace approved by this Outline Permission is detailed as an Annex to this Permit.

5. RESERVED MATTERS -

No works shall commence on site on any phase until full development permission has been granted for the particular phase of the development. Separate full development applications for each phase may be submitted for consideration by the Planning Authority subject only that an Outline Construction Management Plan and an Outline Environmental Management Report have also been submitted to the satisfaction of the Planning Authority for approval. The following reserved matters still require approval by the Planning Authority as part of a full development application and details of these reserved matters should be submitted for the approval of the Planning Authority within the period indicated and in accordance with the approved phasing plan. All detailed designs, and other studies and reports, relative to the phase for which Full Development permission is sought, shall be submitted to the Planning Authority at least 6 months prior to the projected commencement of work on site. The award of a Full Development Permit shall not, in itself, be an approval to commence work on site, unless this is also in accordance with the Lease Agreement.

SIGNED
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PA 02135 / 94

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6. MARINA & BREAKWATER CONSTRUCTION AND DESIGN - The breakwater and marina are hereby permitted only in principle. The design, size and actual location of the breakwater and marina are subject to further studies and tests. Further detailed technical studies of the breakwater and marina design must be submitted to and approved by the Planning Authority in writing, prior to the commencement of any construction works. These include: a full marine survey (extent of area to be indicated by the PA), a 3D mathematical study, detailed cross sections, dredging operations, flushing proposals and resulting retention times for water circulation within the proposed marina, wave disturbance at the marina entrance and overtopping of the breakwater. These studies should determine all refinements to design, the collection of relevant data (water climate, currents and water circulation, number of vessel movements and volumes of material transported) and be corraborated by an independent technical expert. The breakwater location and construction methodology must take into consideration the presence of historic wrecks in the locality. The need, design, size and actual location of the breakwater are subject to further studies and tests. This is also to include a report detailing the methodology with regard to dredging activity including , volumes of material to be dredged, projected duration of dredging, the number and type of equipment to be used and frequency of dredging activities and potential impacts. This should also include a comprehensive analysis of the physical and chemical properties of the sediment substrate in the area to be dredged and an assessment of the extent and significance of potential marine ecology impacts resulting from dredging activity, land reclamation, the construction of the breakwater and the transportation of excavation and demolished material by sea transportation as indicated in Section 8 of the EIS. This study should also identify the sources of pollutants within Lazzaretto Creek. These detailed studies are to be submitted prior to the consideration of the Full Development Application relative to any harbour works.

7. TOWER BLOCK - The principle of the tower block is hereby being approved subject to the submission of an acceptable design which should include the details as indicated hereunder and after further consideration of the impacts, particularly the shadowing effects and the visual impact analysis and conflict with Valletta. The development shall not in any case exceed the current proposed height of 23 storeys and floorspace. Detailed plans and designs (at scale 1:100 and 1:200) must be submitted as part of the Full Development Application, covering alternative designs and preferred design concept (including heights), elevational treatment, floor plans, structural arrangements, servicing of building, materials to be used and method of employment, means of escape in case of fire and fire prevention/protection measures, description of general construction methods including any special forms of construction with special reference to opening of windows), full details of all roof structures, servicing of building (e.g. movement of people, services, goods, with special reference to a possible restaurant on the top floor). The volume of the proposed tower block, but not the current footprint, is being approved in this outline application. These detailed studies are to be submitted prior to the consideration of the Full Development Application relative to the Tower Block.

8. SOUTHERN APARTMENTS ON TIGNE` - The development of the southern apartment blocks is being approved in principle only. Detailed plans (at each floor level at scale 1:200) showing elevations and sections of all buildings which demonstrate the form, height, size and scale of each building and their relationship to each other, giving details of all/any roof structures, should be submitted. Site sections, including at least two N-S and two E-W (Scale 1:1000 and 1:200) and a schedule of proposed materials and

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colours should also be provided. The volume of the proposed apartments is being approved in this Outline Application. These detailed studies are to be submitted prior to the consideration of the Full Development Application relative to the Southern Apartments.

9. CONSTRUCTION MANAGEMENT PLAN - Before the submission of any Full Development Application, an Outline Construction Management Plan shall be submitted for the whole project, showing all construction access points; storage areas for materials and plant; construction programme; protection measures for retained buildings, structures, ecological areas and landscapes; the location of disposal sites for material from demolition and excavation; the means of transport to disposal sites and scheduling and phasing of the construction of the project. The report should also address those issues identified in the EIS and the TIS as requiring assessment on the submission of this report. The developer will be required to submit separate detailed Construction Management Plans for each phase of development before the consideration of Full Development Applications for development of the relative phase.

10. DETAILED LANDSCAPING PLAN - : a detailed plan (1:200 scale) indicating the soft and hard landscaping works intended for the project shall be submitted to be approved by the Planning Authority as part of an application for Full Development Permit for a specific phase. This should indicate which existing vegetation will be removed and what additional vegetation will be planted and any transplanting that will take place. With regard to new planting, the type of species, size and numbers are to be indicated, and any earth mounding, hard landscaping (roads, footpaths and other areas), all fencing and walling, street furniture and lighting, soft and hard ground cover and proposals for landscape maintenance are also to be identified.

11. RESTORATION WORKS - A Restoration Method Statement Report is to be submitted to the Planning Authority and the Museums Department for approval as part of an application for Full Development Permit relative to a specific phase which includes restoration works. This must indicate the buildings and structures to be restored, in line with the Heritage Studies Report, the restoration techniques to be used, materials to be applied, detailed designs, usage and the phasing of the restoration works. Any historic remains that will be demolished as part of the development (e.g. Garden Battery) should be fully recorded as directed by the Museums Department, prior to any interventions. All details must be approved in writing by the Planning Authority in conjunction with the Museums Department and all records forwarded to the Planning Authority and the Museums Department.

12. All restoration and intervention works must be monitored by a Restoration Monitoring Committee that will be appointed by the Planning Authority in conjunction with the Museums Department to oversee that the restoration works are carried out as per Restoration Method Statement Report approved by the Planning Authority. Expenses related with the functions of this Committee shall be borne by the developer.

13. EXTERNAL APPEARANCE, DESIGN & MATERIALS - detailed floor plans, elevations and sections of all buildings proposed at Tigne' Point and Manoel Island should be submitted as part of an application for Full Development Permit relative to each phase. The plans and drawings should show the form, height, size and scale of each building and their relationship to each other, giving details of all roof structures. These plans are to be submitted for each floor at scale 1:200. In addition, site sections, including at least two N-S and two E-W (Scale 1:1000 and 1:200) and a schedule of proposed materials and colours should be submitted.

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14. UTILITY AND SERVICING PROVISION - detailed plans showing layout of all utilities (Scale 1:500) which must be laid underground shall be submitted as part of the application for development permission. These plans shall include connections to public networks, any proposed substations and plant rooms (and their details), location of all pumping facilities and drainage balancing tanks, water tank/reservoirs (including rainwater collection facilities), proposals for all waste disposal, including refuse disposal and collection, irrigation details and marine services. Full details of piping, water conservation techniques, water consumption rates, proposed swimming pools, electricity conservation measures, telephone lines and cable TV lines shall be submitted. Existing water cisterns should be retained and re-used for water storage.

15. MONITORING PROGRAMME - a full monitoring programme shall be submitted to the Planning Authority for its approval in writing, as part of the application for Full Development Permission for any phase of the works as relative. This monitoring programme shall commence at least 3 months prior to the commencement of any construction activity, and then be carried out and followed by a report to the Planning Authority - every month before and during the marina and breakwater construction and then every three months until the development is completed. The programme should be undertaken by an independent body, appointed and managed by the Planning Authority and financed by the applicant and shall monitor all detailed conditions as specified in the Full Development Permit including the Construction Management Plan and the Environmental Management Programme for each phase, the marine environment specifically to: record changes in nutrient and oxygen levels, turbidity, chlorophyll contents, microbiological indicators, levels of organotin and petroleum hydrocarbons in water, sediments and biota, and, in the terrestrial environment to: detect any signs of deterioration in the fauna. All monitoring elements shall, within this Programme, be assigned damage threshold limits beyond which such damage would be considered unacceptable.

16. A REFUNDABLE BANK GUARANTEE of Lm 100,000 shall be deposited with the Planning Authority, prior to the commencement of the development of any phase. The guarantee shall be returned to the developer upon the satisfactory completion of the phase in compliance with the permit conditions. In the case of two or more phases starting concurrently the overall amount of the bank guarantee shall not exceed Lm 150,000. Except that in the case of the phase that includes the breakwater and the marina, the bank guarantee shall be Lm 75,000, Lm 25,000 of which shall be returned upon satisfactory completion of the phase, and the remaining Lm 50,000 will be returned to the applicant two years after the completion of the specific works, provided that no unacceptable damage has resulted during the operation of the completed development. This bank guarantee will be forfeited if, in the opinion of the Planning Authority, any unacceptable damage (as defined within the Monitoring Programme) occurs to the terrestrial ecological areas and to the marine environment, or if the construction management does not achieve all the standards required and stated within the Construction Management Plan relative to this phase.

17. MONITORING OF WORKS - The developer shall be responsible for the expenses incurred by the Planning Authority to engage specific professional expertise (after seeking proposals for such monitoring through a tender process) to monitor all construction activity taking place on site in terms of the obligations specified in this permit. The Planning Authority shall appoint, at the developer's expense, a team of consultants to undertake the monitoring programme as specified in conditions 15, 21 and 23 and as specified in other reports to be undertaken to fulfill the conditions of this permit.

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18. PUBLIC ACCESS - All areas shown for public access shall be retained for public use. The foreshore and historic buildings should, as much as possible, be made accessible throughout the construction and operational phases. If specific areas are to be closed off for a period of time, a notice shall be erected explaining such action indicating when it is expected that the area is to be made accessible once again. Accessibility to the public will not be allowed in areas which are still under construction and which may impair the safety of the general public. Accessibility along the foreshore should be retained and other access routes must be kept free of all development and private land use, including jetties, structures, boat storage and beach concessions. Detailed proposals shall be submitted showing any private areas and how they relate to public areas and full details submitted showing all enhancement measures for public access. The area indicated as site 15 on the Master layout Plan for Tigne Point (T 02) shall remian open for public access and suitably managed and maintained to afford facilities for leisure, bathing and similar activities for the public with the minimum of physical intervention.

19. ACCESS TO PUBLIC BUILDINGS - all buildings used by the public must have appropriate access, toilets and internal arrangement for the disabled (including self-propelled wheelchair users), the elderly and children in prams and pushchairs. Also adequate provision must be made for access and parking for the physically impaired. Details will be submitted for approval by the National Commission for the Disabled.

20. FIRE, VENTILATION & SAFETY REPORTS - Reports shall be prepared, at the expense of the developer, by independent consultants approved by the Planning Authority. These Fire, Ventilation and Safety Reports shall be submitted with the Full Development Applications for each building and structure forming part of each phase of the development. Prior to the commencement of use of each building or structure, the independent consultants shall certify that the measures required by the above mentioned reports have been complied with.

21. MARINE & LAND ARCHAEOLOGY STUDIES - a proper marine archaeology survey and sub-bottom profiling study as well as a land archaeology survey shall be carried, at the expense of the developer, by an independent qualified archaeologist, and approved by the Planning Authority and the Museums Department, and in accordance with terms of reference which will be prepared by the Museums Department in consultation with the Planning Authority. The terms of reference will indicate the extent of the area to be surveyed and the method to be used. The reports shall be submitted to the Planning Authority for approval, the marine archaeology report being submitted prior to the Full Development Application relative to the harbour works, and the land archaeology survey prior to the Full Development Application relative to any development on Manoel Island. The independent archaeologist shall be required to supervise all works which may impact on any potential archaeological remains.

22. ENVIRONMENTAL MANAGEMENT REPORT - an Outline Environmental Management Report shall be submitted to the Planning Authority prior to the submission of any Full Development Application Permission. A detailed Environmental Management Report relative to each phase shall be submitted prior to the consideration of any Full Development Application for a building or structure within the specific phase. This report will indicate what measures will be taken to ensure that the ecological areas and the general environment are protected both during the construction phases as well as on completion of the project. This report is to be approved by both the Planning Authority and the Environment Protection Department.

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23. CONTROL OF POLLUTION - all measures relating to the control of pollution both during the construction works and during the operation of the completed development are to be indicated. In addition, all construction and other non-toxic waste materials, during construction, shall be transported, using an approved construction traffic route, to an approved dumping site to the satisfaction and written approval of the Environment Protection Department. No waste material shall be deposited or allowed to flow into the sea during both construction and operation of the proposed development. Full details must be provided as to how any pollution from the proposed marina (once in full operation) will be prevented from being released into the harbour. Any sea transport use and/or disposal at sea is to be approved by the Malta Maritime Authority.

24. ENTRANCE TO MANOEL ISLAND - Further detailed designs (at scale 1;100 and 1:200) including sections and elevations are to be submitted for approval by the Planning Authority, prior to consideration of the relative full development application. This would cover alternative designs and preferred design concept (including height), elevational treatment and floor plans.

25. INTERPRETATION PLAN: The developer shall submit an Interpretation Plan, with the Restoration Programme of any heritage building or structure. This is also to be submitted with the Environmental Management Plan for the ecological areas, so as to include details on the interpretation of the historical and ecological resources at the respective parts of Manoel Island and Tigne` Point. The reports should indicate which interpretive media will be used and how this will integrate with the rest of the activity and development going on at both sites. The reports should be submitted as part of the submissions required in respect of each phase of development.

26. FURTHER STUDIES AS INDICATED IN THE ENVIRONMENTAL IMPACT STATEMENT (EIS) - The EIS has identified a number of further studies to be carried out prior to the submission of the Full Development Application relative to the particular phase. The following studies will have to be carried out, at the expense of the developer by independent consultants approved by the Planning Authority:

- An Ecological Appraisal Survey (flora and fauna) shall be carried out within 6 weeks of the issue of this permit to identify important areas that are to be monitored over a period of one year.
- More detailed Floral and Faunal studies in the areas identified in the preliminary appraisal (to be carried out over different seasons for a period of one year) which will include identifying the types of species present on both sites (Manoel Island and Tigne` Point), their location and hence the ecological implications of the development, particularly the impacts of visitors on the fauna in public areas.
- A baseline ecological survey at a small shingle beach on the northern shore of Manoel Island.
- A Decontamination Plan, as indicated in the EIS, will be undertaken in the area currently occupied by the submarine fuel tanks. This plan will detail the methodology and procedures for decontamination, mitigation measures and precautions to be taken to safeguard the species (particularly the Winged Radish) in the area. This must be approved by the Planning Authority and the Environment Protection Department.
- A Study estimating the amount of and type of waste to be generated from the proposed development, as indicated in the EIS.

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27. Details of these reserved matters should be submitted for the approval of the Planning Authority within twelve months of the date of this permission.

Francis Tabone
Secretary
Planning Authority

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M.BONELLO A.MAMO
A.MIZZI V.MICELI

Kopja tal-Dokument
15/6/00
7/8/00

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ANNEX

DETAILED SCHEDULE OF ACCOMMODATION MANOEL ISLAND/ TIGNE` POINT DEVELOPMENT

USE	UNITS	GROSS AREA IN SQ M
MANOEL ISLAND		
Residential		
Marina South	191	38172
Marina Central	159	28695
Manoel Sports club	52	9660
Lazzaretto	84	17363
Marina North	13	2496
Lazzaretto hostel		1950
Lazzaretto Casino	1	2868
Commercial - Retail/Catering		
Marina South		7186
Marina Central		1247.5
Lazzaretto		6320
Fort Manoel		5000
Marina Lido		1470
Marina Mall - Retail Mall		5600
Marina Mall - Yacht Yard Building		2250
Offices		
Fort Manoel		1100
Marina	347 berths	
Sports facilities		
Marina Lido Sports centre - built facilities		2000
Marina Lido Sports centre - open area		2000
Manoel Sports club - built facilities		1800
Manoel Sports club - open area		10400
Car parking spaces		
Marina South	789	25970
Marina Central	530	15500
Manoel Sports club	295	9220
Marina Mall	120	3700
Marina North	289	8670

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USE	UNITS	GROSS AREA IN SQ M
TIGNE` POINT		
Residential		
Tigne` Sports	12	2175
Tigne` South	151	28430
Tigne` Plaza	36	6545
Tigne` North One	62	11100
Tigne` North Two	60	10700
Tigne` North Three	92	16550
Offices		
Tigne` South		4000
Tigne` Plaza		2756
Tigne` North One		3930
Tigne` North Two		3780
Commercial - Retail/Catering		
Tigne` Sports		5932
Tigne` South		2000
Tigne` Plaza		8000
Fort Tigne`		940
Tigne` North One		2360
Tigne` North Two		2268
Tigne` North Three		1050
Hotel		
Tower	300 rooms	13447
Front Block		2964
Underground		3128
Sports facilities - built facilities		
Tigne` Sports		5283
Tigne` South		565
Sports facilities - open area		
Tigne` Sports		7145
Tigne` South		2980
Car parking spaces		
Tigne` Sports	325	9840
Tigne` South	350	10500
Tigne` Plaza	90	2685
Tigne` North One	88	2620
Tigne` North Two	76	2520
Tigne` North Three	108	3240

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Notes To Applicant

Right of Appeal

You have a right to Appeal under Section 37 of the Development Planning Act 1992 if you feel aggrieved about the decision. You may either :

(i) Request the Planning Authority to reconsider the decision; or
(ii) Appeal to the Appeals Board against the decision.

Time Limits

(i) Requests for reconsideration MUST be made within 14 days of the receipt of the decision by the applicant;
(ii) Appeals to the Appeals Board MUST be made within 30 days of the receipt of the decision by the applicant;

Where a request for a reconsideration of a decision by the Planning Authority has been made within the time limit set above, the 30 day period for making an appeal starts when the Authority's reply on the reconsideration is received, and if no reply is received within 30 days, the period for making an appeal commences on the date on which the Authority should have determined the reconsideration, ie 30 days from the date on which the request for reconsideration was received by the Authority.

Fees for Requests for Reconsiderations and Appeals

In either case there is a fee to be paid, which should accompany the request for Reconsideration or the Appeal. The fees are :

- for a Reconsideration 3% of the Development Permit Fee paid in respect of the original application subject to a minimum of Lm 30.00.
- for an Appeal 5% of the Development Permit Fee paid in respect of the original application subject to a minimum of Lm 80.00.

Form of Requests for Reconsiderations and Appeals

Requests for Reconsideration and Appeals should be submitted on the appropriate form, and accompanied by the fee. In addition a statement setting out the reasosn for the request for reconsideration should be submitted. This statement should be detailed and directed towards the reasons or for the imposition of condition(s) as appropriate. It MUST contain the reasons for requesting reconsideration. The appeal must be accompanied by an application containing grounds for the appeal and the request of the appellant.

The request for reconsideration should be either submitted by hand directly to the Planning Shop, Block 1, St. Francis Ravelin, Floriana or sent by post to the Secretary, Development Control Commission, The Planning Authority, St. Francis Ravelin, Floriana, PO Box 200, Valletta CMR 02. The Appeal should be either submitted by hand directly to the Planning Appeals Board Secretary, Block 2, St. Francis Ravelin, Floriana, or sent by post to Planning Authority Appeals Board, PO Box 172, Vallētta.

Requests for Reconsideration and Appeals must also be accompanied by the receipts showing that the Building Levy due in respect of the application has been paid.

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MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

REPORT ON HERITAGE BUILDINGS

CONDITION SURVEY -
RESTORATION PHILOSOPHY -
RE-USE PROPOSALS

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PLANNING AUTHORITY

APPROVAL

Board No. PA 23-99/00 held on 7/10/99

Chairman _____ Secretary _____

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MANOEL ISLAND - TIGNE' POINT DEVELOPMENT PROJECT

REPORT ON HERITAGE BUILDINGS

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Summary Recommendations:

One of the primary objectives of the Development Brief, published in 1992 by the Government, was that the proposed project would ensure the "highest standards of restoration". The detailed objectives included the restoration and portrayal of "Fort Manoel and environs, Lazarett buildings and the Tigne' Fort area to their best advantage", and the proposal of suitable uses for them. The brief stated that this objective had to include the "fortifications and, where possible, the original underground tunnels and water storage cisterns". This document included a statement of policy for the retention of specific buildings, and detailed guidelines for the restoration of the indicated structures, as well as two plans showing the buildings to be retained.

Every point raised in the Development Brief has been evaluated in the detailed Condition Survey of the indicated buildings, and of the Restoration Philosophy and Re-uses proposed, which forms the main part of this Heritage Report. A summary of the considerations is given in this document.

General Introduction

The main restoration problems that have been identified are related to the weathering of Globigerina, and to the structural problems of masonry structures damaged by warfare, or by years of neglect. The weathering of Globigerina is prevalently alveolar, but can also involve powdering or flaking of the stone surface, localised scaling, efflorescence, and cracking (especially with fire or mechanical damage). The surface of the limestone can also be effected by black crusts, or soot and dirt deposition; by biological infestation, in the form of algae, moulds, lichens and higher plants; by stains, caused by rust, paint, or graffiti; and by fire, which typically causes reddening and blacking of the surface. Cement interventions, in the form of pointing or renders, also leave their mark.

Dampness is normally the main agent of deterioration, and the source is normally rising damp, rainwater infiltration, or leaking pipes. This is often exacerbated by the presence of salts, either from sea spray, or from soil infill, or from cement - (hence the recommendation for lime mortars or renders). Plants are a source of damage both for the dampness that they generate, but also for the mechanical damage that can be caused by the roots. Fire is another obvious cause of damage, as are other forms of human intervention, such as vandalism, faulty repairs, and war damage.

The choice of the appropriate method of intervention depends on the types of stone and mortar in question, on the method of weathering exhibited, on the height of the location above sea level, and on the different exposures to climate. It is therefore necessary to firstly test for in-situ humidity levels, as well as for quantities and qualities of salts present. From these tests it will be possible to establish what measures ought to be taken to stop damp penetration, or to remove salts, or to

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consolidate stone surfaces, or to generally protect the stone. Before carrying out any cleaning, or applying any chemicals for disinfestation, or consolidation or protection, it is required to carry out trials on limited and representative areas.

Structural damage has to be carefully evaluated. The presence of curved masonry elements, such as vaults and arches, introduces side thrusts that have to be carried by abutting structures. Areas of walling with extensive erosion can lead to sufficient loss of cross-section so as to make the walls unstable. The presence of cracked horizontal members also has to be studied, since sudden collapses are possible in these situations. The capacity to carry vertical loads has to be evaluated with care. Stone that has been exposed to the elements for long periods may have suffered internal degradation that may reduce drastically its compressive and tensile strength, particularly when saturated. Moreover, the bedding mortar may have been lost, leading to concentrations of stress at localised contact points. In addition, the strength of thick walls of old buildings can often be misleadingly interpreted. In many situations, a load-bearing element has ashlar masonry only on the exposed perimeter, with rubble or soil infill.

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Basic Principles

For the reasons indicated above, the proposals embodied in this report are only preliminary, and will require detailed study before they can be confirmed. The purpose of this report, however, is to describe the current condition of the important heritage buildings on the sites, and to outline the general approach being adopted for any intervention.

Blatant reconstruction is being avoided, and where the damage to a building is considered too severe, it is proposed that either the building be left as a protected ruin, as, to a certain extent, in the case of St. Anthony's Chapel on Fort Manoel, or be removed, as in the case of some parts of Lazzaretto Terrace. On the other hand, the reconstruction of a part is sometimes considered important, in order to achieve a proper understanding of the whole. This is the case, for example, with the damaged Casements on Fort Manoel, or the front and side elevation of St.Anthony's Chapel on Fort Manoel.

When a building has had a varied history, it is inevitable that its appearance would carry the evidence of such history. It is always difficult, therefore, to decide which modifications to maintain and which to remove. In the case of Fort Manoel, it has been relatively easy to decide that most of the accretions that do not belong to the nineteenth century should be removed, except for the Gun Emplacements. The detail will have to be established at a later date with the Museums Department. In the case of Fort Tigne', it is perhaps more difficult to decide to what extent the recovery of the original elevations should go. In the case of Lazzaretto Terrace, the removal of the first floor constructions is easily defensible, since very little of the original is left anyway. The treatment of the facades is, however, more difficult. In many Blocks, the elevations have been faced, and subsequently damaged and re-built, often haphazardly. Some original features are documented, and could be reconstructed, such as the arcade and verandas in front of Divisions 3 and 4. The facades of Division 4, and that of Divisions 6 and 7, are, however, not so well documented, and therefore the reconstruction could only be conjectural.

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Fort Manoel

The Ditch around the Fort will be cleared and levelled to the original rock bed. The rock face of the Ditch wall will be repaired and fissures sealed. In front of the main gate, the ditch could be re-excavated to its original configuration. Details of the original drawbridge, as suggested in the Brief, have not been found, and, on the other hand, 19th century illustrations, show that the removal of the drawbridge is part of the military history of the Fort. The form of the re-instated bridge should not be a false (and possibly incorrect) reconstruction, and will therefore require more detailed consideration. If no details are found, the bridge should be simple and fixed.

All surviving countermines and underground passages will be opened and cleared of debris. The Caponiers and Place-Of-Arms, and their access steps, will be restored and reinstated. The Bastion walls, including parapets, connecting curtains, will be repaired, and restored, and all embrasures reinstated. The Cavaliers will be repaired; in particular, the recent accretion in the Casement will be removed and the original vaults and embrasures reconstructed.

The 19th century gun emplacements, and the 20th century anti-aircraft gun emplacements will be restored and retained, as suggested in the Brief. On the other hand, it is felt that the modifications made by the British to the wall of St. Anthony Bastion, in order to respond to the developments in gunfire technology, should not be tampered with, since this would obliterate part of the military history of the Fort.

Since the gun emplacements on St. Anthony's Bastion are being retained, the Polverista and vedette on St. Anthony's Bastion, will not be reconstructed. The Polverista on St.Helen's Bastion will be repaired and restored. Unless exact details of the original can be found, it is not proposed to reconstruct the vedette at the tip of St. Helen's Bastions, because of the declared philosophy of trying to avoid unnecessary and "faked" reconstruction.

The Glacis will be cleared of all accretions and reinstated.

The bridge at the rear of the Fort will not be removed as the Brief suggests, but will be restored in accordance with the 19th century drawings available.

All the original Barrack buildings, in the Fort, will be restored and repaired. Where the original roof construction has been modified recently, it is proposed to reconstruct using the original systems; the porticoes will be rebuilt where missing, or extensively repaired where damaged. The outbuildings at the backs of all Barrack blocks are not considered as accretions, (as suggested in the Brief), but as an integral part of the design; these blocks will be re-built where missing, and repaired where damaged. The accretions that will be removed are located in front of the northwest Cavalier, and on top of the north Cavalier, as well as around the Polverista.

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The Development Brief suggests that St. Anthony's Chapel ought to be rebuilt, and also that sufficient details of the construction are known for this reconstruction to be possible. There is no doubt that this Chapel is an integral part of Fort Manoel and that it is one of the finest examples of 18th century Baroque architecture. The rebuilt Chapel would also be a convenient facility in the Fort. However, the only details that have come to light refer to the main facade, and, partially, to one side elevation, (and, to a lesser extent, to portions of the lantern). It is suggested that the Chapel ruins be consolidated and protected, and the facade and lateral elevation reconstructed as faithfully as possible to the available illustrations. However, where details are missing, (such as for the rear elevation, the internal stonework of the roofing construction), then the reconstruction will be plain and without any attempt at re-interpretation. The new parts of the external walls must appear as distinct from the ruin. The interiors and roof structures will not be a reconstruction, but a suitable modern intervention designed to act as a foil to the existing stonework.

Evidence of the original paving will be sought during the restoration process, so that the Parade Ground will be restored, as much as possible, to the original finish.

The Ravelin will be cleaned up and restored and used either for a cultural/leisure facility, or even for an appropriate commercial activities.

The existing Water Cisterns will be restored for use as a water reservoir.

Proposals for Re-use:

The seaward Entrance Guard Rooms, will be retained as a Catering facility, using the existing sea front terrace. The Parade Ground itself will be used for open-air events, such as opera festivals. The Polverista will be developed as a Catering/Commercial facility.

The Casement vaults will accommodate a Fort Museum, with an accent on 17th and 18th century Fortifications and Weapons, coupled with a visitor centre, cafeteria, exhibition gallery and audio-visual centre. The Casement vaults will also accommodate a mixture of commercial and retail uses, the emphasis being on traditional crafts or art studios or workshops. The Parade Ground, Cavaliers, and Bastion perimeter will become part of a leisure-cum-tourist trail including the Ditch, the Ravelin, and parts of the Glacis.

The Chapel crypt will become an exhibition room on the history of the Chapel, whilst the chapel will be re-instated as a religious building.

It is proposed that the two side Barracks Blocks will be utilised for residential/office use, providing fourteen duplex units, with external and roof terraces. The other Blocks will accommodate a mix of commercial spaces or offices, and a restaurant.

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Manoel Island

The Cemetery Chapel, the Customs House, the Quarantine Cattle-Sheds and the Yacht Yard building will be restored, repaired and retained, in accordance with the Development Brief.

The ruins of the Cyclorama, which was originally not a building but an anti-aircraft artillery simulation training facility, will be preserved as a ruin.

The Boat Builders Workshop has no particular aesthetic merit. Those parts which have a historical significance will be recovered and incorporated in a new construction of similar scale. The timber pier will be reinstated.

Proposals for Re-use:

It is proposed to retain the Cemetery Chapel as an architectural feature in what will become one of the main Village squares, as a memento of the past activities on Manoel Island. It is proposed to adapt the Customs House to be used as a central catering/civic facility in the main square of the Village.

It is proposed that the recent structures over the original Cattle-yards will be removed, and the yards rehabilitated as a village square formed by the two old wings and by new constructions on the other two sides. The complex will accommodate retailing and some catering facilities. The proposed use of the Yacht Yard Building is for communal and commercial activities.

It is proposed that Boat Builders' Workshop accommodate a waterfront restaurant complex, and sea-sports facility. It is also proposed to re-construct the pier projecting into the sea, as appears on many of the available historical maps of the island.

Any underground tanks will be retained and incorporated in the infrastructural network to be installed. Underground tanks apparently exist below the courtyards of most of the Lazzaretto Blocks, as well as below the Cattle-Yards. Where possible, these will be re-furbished and used for water storage of the buildings above. The fuel stores identified in the brief are located under the ecologically protected area; it is proposed to clean up these stores and to seek an appropriate use, such as target shooting galleries.

Lazzaretto Terrace

The Development Brief identifies only two buildings of the Terrace of eight blocks as requiring restoration and retention. In our opinion, the appearance of the whole of the Terrace ought to be preserved. Wherever possible, the original construction of the Ground floor vaults will also be restored, except where the damage is considered too extensive. The first and second floors of the current buildings are, however, generally either recent accretions or in a derelict state. It is therefore proposed that all first and second floor constructions will be removed (except for any portions of the original seaward elevations), and two-storey apartments constructed around the refurbished and recovered courtyards.

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Where the deterioration of the facade stonework is too extensive, as in the case of the screen wall of Divisions 1 and 2, it will be necessary to partly dismantle and then re-erect. The verandas in front of Divisions 3 and 4 will be reconstructed in accordance with the photographic records that remain. The elevations of the latter Divisions, as well as of Divisions 6 and 7, will have to be extensively reconstructed, using elements that are available from similar photographic records. The facades of Divisions 8 and 9 will be extensively repaired, and the later Coralline limestone facing rationalised.

The repair of the courtyard walls may also require dismantling and rebuilding, or even wholesale reconstruction, since the damage appears, in some locations, to be extensive. All blocked up archways will be opened up. The courtyards will not be covered in any way. The vaults of the Ground floor halls will be repaired, or, where the damage is extensive, such as in the two middle vaults of Divisions 1 and 2, and of 6 and 7, rebuilt. Wherever possible, damp-proofing layers will be inserted into the walls at Ground floor; however, in the instances where the walls are formed by excavations into solid rock, this may not be possible.

Nothing remains of the Old Plague Hospital, Division 10, and the new building erected recently will be removed.

The building behind the eastern wing of the Terrace, originally Officers' Quarters, and now housing Works Division and REMPEC offices, is rightly considered as expendable by the Development Brief, and will be removed. A large reservoir that existed at the rear of the Lazzaretto will be recovered and repaired, and integrated into the water storage system of the development.

Proposals for Re-use:

In general, the proposed re-use of the refurbished and reconstructed buildings continues the residential tradition of the blocks. The current proposal is for the conversion into luxury apartments, but another option, of converting into a luxury aparthotel, is also being pursued.

The reconstructed first and second floors, in the so-called Palazzo Vecchio, will provide high quality duplex residential accommodation, around the two courtyards and an elevated swimming pool. Similarly, the first floor of the Palazzo Nuovo will be converted into a number of luxury duplex apartments, behind the existing facades. The first and second floor levels in the more recent Divisions 6 and 7 will accommodate duplex or simplex apartments, arranged around the two courtyards, and a raised pool/terrace; similarly, the first and second floors of Divisions 8 and 9 will become residential duplex or simplex apartments.

In general, the ground floor spaces will accommodate a mix of commercial, cultural and leisure activities. In the Palazzo Vecchio, the ground floor spaces will provide accommodation for a Sports Club for the residents of Lazzaretto Terrace. The ground floor spaces of the Palazzo Nuovo will accommodate facilities servicing the Yacht Club Residence, namely restaurant, clubhouse, private function rooms, gaming rooms, and administration area.

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Most of the ground floor of the Divisions 6 and 7 will be taken up by the residential services for the apartments above. The main hall in Division 7, which is still in a sound condition, will be used as a conference/exhibition hall, connected to the complex of facilities in the adjacent Division 8. The re-use proposals for Divisions 8 and 9 include a restaurant occupying the left hand main hall of Division 9, an area for Marina Services in the left hand hall of the same Division; and, conference and exhibition facilities in the whole of the ground floor of Division 8.

In the case of the Nunnery, (Division 3), it is proposed that the upper floors be rehabilitated as hostel accommodation as part of the Yacht Club Residence adjacent. The lower floors will accommodate additional facilities of the Yacht Club.

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Fort Tigne'

The Fort requires extensive repairs to all its elevations. The interior structures do not appear to require major interventions. The Tower will be cleared of all recent internal accretions, and of any reinforced concrete floors, and the original masonry vaults reconstructed where necessary. The original level of the Ditch will be determined, and the surface finished in accordance with the original finish. All recent accretions in the Ditch, including the Reverse Osmosis plant, will be removed. The Development Brief proposed that the space in the Ditch, currently occupied by the Reverse Osmosis plant, could be developed into a hotel incorporating a major vertical feature. It is felt that the whole of the Ditch should be kept clear of any built development, and that the proposed hotel be located outside the Ditch; this would also ensure public access to the Fort and the Ditch. The embankment in the Ditch, against the North flank, will not be removed, since it appears to be an integral part of the British phase of the Fort's history. The landward access from the Ditch will be retained.

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The three Counterscarp Galleries will be recovered and refurbished, as part of a heritage trail around the Fort.

All four Flanks of the Fort will be retained, (not three as suggested in the Development Brief). The elevations of the Flanks and the Barrack block have suffered extensive damage and re-modelling. It is also possible that the current elevations face original features. A certain degree of intervention will be necessary on these facades in order to produce a more homogeneous appearance, as well as to improve the accessibility of the internal spaces.

The 19th and 20th century gun emplacements, particularly those on the North-eastern front, will be repaired and restored, and integrated into a high-level panoramic walkway, linked to the elaborate system of underground passages and countermines, to the underground Magazines, to the underground remains of the eastern Gun Emplacement, (adjacent to the site of the original lighthouse). It might also be possible to link this heritage trail to the Brennan Torpedo installations, and to the submarine facilities on the southern coast.

Proposals for Re-use:

It is proposed that the Flanks and Barrack Block accommodate a mixture of retail and catering facilities. The Courtyards would be given a new lease of life as the hub of a series of craft or art shops, with interspersed restaurants and bars.

The Tower, the three Counterscarp Galleries, the north-western Flank, and the underground bunkers and machinery, will be integrated into a lower Heritage route, whilst the reinforced concrete Gun Emplacements will be integrated into an Upper promenade, overlooking the Ditch on one side, and the sea on the other. It is further proposed that these Heritage routes be linked to the rocky sea-shore on Sliema Creek, with the reconstruction of the original steps from the Tower down to the sea, and the refurbishment of the underground facilities that existed here during the Second World War, in connection with submarine warfare.

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Tigne' Point

The Development Brief indicated a number of buildings, forming part of the original British Barracks, which had to be retained. These included the St. Luke Garrison Church, the School, the Regimental Institute, and the Sergeants' Mess, and two Barrack Blocks to the South. The Garrison Church will be restored and retained.

Many of the Barrack buildings have had major internal modifications, and in some cases, also major external additions or remodelling. It is felt that the interesting features of the buildings are limited to their main facades.

It is therefore proposed to dismantle the more interesting Barrack buildings, and to reconstruct them, retaining at least the facades, to form a "typical" pedestrian street within a 19th century Barracks. The Barracks buildings facing South, including the colonnaded facades, will be reconstructed along the south-facing edge of the new Football pitch, using the reconstructed volumes to accommodate ancillary sports and cultural activities. These blocks will be, as much as possible, recovered in toto, that is using the original beams, stone slabs, etc..

The facades of the north-facing Barracks buildings, including the Clock Tower in the Regimental Institute, and the School and Sergeants' Mess, will be reconstructed, to front a setback residential block, behind the existing Fortina Hotel.

The square around the Garrison Church will be re-paved and recovered to form one end of the new "Barracks Street".

Proposals for Re-use:

It is proposed to re-establish the Chapel as a place of worship.

It is being proposed that the South Barrack Buildings be used to accommodate two storeys of sports and communal facilities. The elevations of the north-facing Barracks, (inc. Clock Tower), would be used to front additional ground floor communal facilities, and the entrances to the new blocks of residences erected behind.

Dr.Alex Torpiano

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REPORT ON HERITAGE BUILDINGS

CONDITION SURVEY - RESTORATION PHILOSOPHY - RE-USE PROPOSALS

INTRODUCTION

Manoel Island and Tigne' Point contain a number of existing buildings that are of considerable historical importance, and are listed under the Antiquities Protection Act 1929. The main buildings are:

Fort Manoel, containing Barrack Blocks,
the Chapel of St. Anthony of Padova,
the Casemate, Cavaliers and Inner Curtain Wall,
the Polverista,
the Guard Rooms and Couvre Port,
as well as the Ditches, Scarp and Counter Scarp Walls, Bastions and other elements of 18th century fortifications.

Lazzaretto Buildings, containing nine Blocks or Divisions

Fort Tigne', containing the Tower,
the Flanks and Barrack Block
the Counterscarp Galleries
and the Ditch and Coastal Gun Emplacements.

The Development Brief for the Project, published by the Government of Malta in December 1992, highlights other relevant buildings,
on Manoel Island:
the Cemetery Chapel
the Custom House (or Medical Officer's Quarters)
the Quarantine Cattle-Sheds
the Yacht Yard Building
the Cyclorama
and the Boat Builders Workshop;
on Tigne' Point:
St. Luke Garrison Church
the Regimental Institute
the Sergeant's Mess
the Barrack Blocks
and the School.

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This report contains a description of the current condition of the existing buildings that are proposed for retention, together with proposed restoration philosophies, proposed uses, and other indications in response to the Development Brief.

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FORT MANOEL

DITCH AND SURROUNDS

1.1 The Ditch will be cleared of all accretions, and accumulated rubble, and the natural rock bed exposed. The Ditch walls will be cleared of loose rock, and the surfaces consolidated. The landscaping philosophy in the Ditch will respect its basically hard character, but will encourage the development of the Ditch as a leisure pedestrian route, as well as limited vehicular access to the activities within the Fort.

1.2 The countermines accessible from the Ditch will be opened up, cleaned and cleared of all rubble. The stairs from the Ditch will be reinstated in Coralline stone, or recovered from the rock, where this is possible. The Caponiers will be remodelled and reinstated to their original form, and the Place of Arms cleared of rubble and vegetation, with its floor reverted to its original level.

The Glacis will be reinstated and cleared of all accretions and rubble. As far as ible, the surrounding slopes, particularly those facing north, will be cleared of all ıdings and other accretions, so that the original appearance of the Fortifications may be recovered.

LANDFRONT BASTIONS AND RAVELIN

2.1 The Bastion walls and the Ravelin are built directly on the Globigerina rock, from blocks cut from the same site. In most situations, in fact, the walls consist of the exposed cut rock face, with the actual construction being only five to six courses high, over a cornice.

2.2 The wall faces exhibit areas of severe deterioration, including alveolar weathering, powdering, and flaking, and other mechanical damage. This deterioration is more marked towards the sea front, where spalling also occurs. The walls exhibit loose or missing stones, joints that have lost their mortar pointing, joints that have been ınted with cement mortar, as well as localised shrapnel damage and graffiti. There is widespread growth of higher plants.

2.3 Before finalising the appropriate restoration programme, it is necessary to make a number of scientific tests, to establish salt content, and to establish the efficacy of consolidation and protective coating treatments. In general, the restoration works will involve the clearing and disinfestation of all higher plants, the removal of cement pointing, the sealing of fissures, the repair or replacement or consolidation of deteriorated stone, (the replacement carried out using Globigerina limestone excavated from the site itself), the re-pointing with lime-mortar, and, in some instances, the application of protective coatings.

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SEAWARD BASTION AND MAIN GATE

3.1 The Bastion is constructed of Globigerina limestone, whilst the Gate contains Globigerina, and Coralline Limestone, and a Marble inscription.

3.2 The Bastion Walls show widespread deterioration of stone, including alveolar weathering, powdering, flaking and other mechanical damage, as well as missing stones, loss of joint mortar, patches of cement rendering, and other damaging interventions. There is a widespread growth of higher plants. There are also some rusting pipes attached to the wall.

3.3 The Globigerina limestone in the Gate exhibits deterioration in the lower six courses, and powdering of the decorative and other elements at the top, especially beneath the cornice. It also exhibits localised cracking and reddened stone, (possibly from shrapnel damage). The Coralline limestone is in reasonably good condition, although there have been some cement repairs. The spirals at the top have, in fact, been completely replaced in cement, and the replaced parts show severe cracking caused n the rusting of the iron inserts. There is also loss of mortar, and widespread weeds. ere is finally a certain amount of black crust, in the sheltered areas at the top.

3.4 Prior to the definitive restoration programme, it will be necessary to carry out salt analyses, and to make trials of the cleaning procedures, the consolidants, and protective coatings. A more detailed survey of the whole gate will also be necessary.

3.5 In general, the proposed works for the seaward Bastion consist of the removal of the cement facing, the removal of the pipes, the disinfestation of the higher plants, the repair, replacement or consolidation of deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. For the Gate, it is proposed to remove the iron inserts, and all cement repairs and additions, to replace these repairs with Coralline limestone, to clean the blackened areas, to disinfest the weeds, to repair, replace or consolidate the deteriorated stone, to repoint with lime mortar, and possibly to apply a protective coating. In general, ashlar or flat surfaces will be reinstated by replacement of the deteriorated stone with new stone, whilst stone features and uldings will, as far as possible, not be replaced but consolidated. The "reproduction" eatures of which no original remains will, in general, be avoided.

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PARADE GROUND AND CASEMENT

4.1 The parapet walls of the Bastions and Curtain walls will be repaired, walled-up embrasures opened, and damaged portions reinstated. The alien constructions on the Cavaliers will be removed, and the parapet stonework and embrasures repaired. The stairs leading to the top of the Cavaliers from the parade ground will be cleared of vegetation, repaired and restored. The flagstone floor on the Cavaliers will be repaired and restored. The Gun Platforms (to the North and on St. Anthony Bastion), and the Gun Emplacements (on both seaward Bastions), dating from the nineteenth century and Second World War respectively, will be cleaned up and retained. The Parade Ground will be re-laid, and all tree-pits removed. The bridge at the rear of the Fort will be rehabilitated and retained.

4.2 The Casement (Cavaliers and Inner Curtain) consists of high masonry barrel vaults, built of Globigerina limestone. Under each Cavalier there is a main vault, approximately 29.5m long by 5.4m wide, connected to four transverse secondary vaults, ch approximately 4.2m by 12m. The Inner Curtain wall consists of eleven vaults, ch 5m by 10m. The vaults under the Cavaliers are generally sound, although the ntrances to the main vaults have been remodelled or blocked up. Four of the vaults of the Inner Curtain wall are structurally sound, whilst four others are partially demolished. The other three were completely destroyed during the Second World War, and replaced by an alien construction.

4.3 The stonework exhibits severe deterioration in many locations, particularly in the exposed courses at the top. There is thick cement rendering over most of the upper stonework. There is considerable loss of mortar from joints, as well as reddened, cracked and spalling stone, caused by localised fire damage. Prior to the definitive restoration programme it will be necessary to carry out humidity tests, and salt analyses in the walls, and to carry out trials for grouting, consolidation and protective coatings. The restoration works will include the removal of the cement rendering and other coatings, the repair, replacement or consolidation of deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective ating.

4.4 The alien replacement building will be demolished and the missing casement vaults re-instated, and the damaged ones repaired. Any alterations in the apertures will be restored to their original form. Doors and windows will be replaced using timber, using traditional designs. The original connections between the vaults will be opened up where possible. The internal stonework will be scraped of all paint or plaster coatings, and cleaned. Hard stone paving will be installed or repaired where still existing. The steps leading from the middle vault to the ditch will be opened up, cleaned, repaired and restored.

4.5 The stonework of the Polverista on St. Helen's bastion will be repaired and cleaned. The recent sanitary fixtures and pipework on the outside will be removed, the cement floor tiles removed and replaced by flagstones, and the door and windows replaced by wooden apertures.

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4.6 The two large water cisterns underneath the Parade Ground will be restored and recovered for use as a water reservoir. The Entrance Guard Rooms, which will be retained as a Restaurant, using the existing sea front terrace. The Parade Ground itself will be used for open-air events, such as opera festivals. The Polverista will be developed as a Catering facility. The Casement vaults will accommodate a Fort Museum, with an accent on 17th and 18th century Fortifications and Weapons, coupled with a visitor centre, cafeteria, exhibition gallery and audio-visual centre. The Casement vaults will also accommodate a mixture of commercial and retail uses, the emphasis being on traditional crafts or art studios or workshops. The Parade Ground, Cavaliers, and Bastion perimeter will become part of a leisure-cum-tourist trail including the Ditch, the Ravelin, and parts of the Glacis.

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BARRACK BLOCKS

5.1 There are four Barrack Blocks: two oriented alongside the Chapel, and with a main elevation facing the sea to the south-east, (indicated as Blocks C and D), and two outstanding blocks facing each other across the Parade Ground, (indicated as Blocks A and B).

5.2 Blocks A and B consist of practically identical Globigerina limestone constructions, consisting of seven two-storey modules each (approximately 9.3m by 4.2m per floor), and each faced by a two-storey high arched portico. The typical unit originally consisted of five-centred masonry diaphragm arches supporting stone slabs, over the ground floor, and masonry barrel vaults over the first floor. The original access to each unit was through the ground floor, and up through small steps, (timber?). Each Barrack Block also has a series of low rectangular out-buildings along the rear facade.

5.3 Block A, to the South of the Parade Ground, was hit during the Second World War, and subsequently reconstructed. The original construction therefore survives only in the southern four units. The remaining units have recent floor structures consisting of steel beams and concrete slabs. The overall condition of both original and replaced floors appears sound, except for the occasional cracked stone slab. The first floor vaults are, however, stained from rain water penetration.

5.4 The slab over the Portico has been replaced by a concrete slab, that is now heavily deteriorated. The stone pilasters of the Portico, which are probably not original, are also severely deteriorated. Thick cement rendering covers the lower half of the pilasters, and the deterioration extends up to four to eight courses above the top of the rendering. The arches and the top part of the Portico are in reasonably good condition. Most joints have suffered loss of mortar.

5.5 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, over approximately half the length of the facade. The side and back elevations show areas of new stone, sporadic alveolar weathering, loss of mortar from the joints, as well as cement rendering (particularly at the back), cement pointing, rusting pipes and higher plants on the roof.

5.6 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of the pipes, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing stonework, the insertion of a damp-proof membrane and the reconstruction of the lower parts of the pilasters and the re-assembly of the upper parts using the original stones. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. It is proposed that the concrete slabs over the three "damaged" units will be removed and the

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original masonry construction reinstated. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or replaced using traditional materials. Finally, it is proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.7 Block B, on the other side of the Parade Ground, is in similar condition, except that all original slab structures at ground and first floor survive, and are in reasonable condition. The first floor barrel vaults are, however, badly stained through rain-water penetration.

5.8 The Portico roof has been replaced with a concrete slab, which is showing signs of severe deterioration. The pilasters are covered with thick cement rendering over their lower half, (approximately fourteen courses), and severe deterioration appears in the stonework up to five courses above the top of the cement rendering. The uppermost five courses are also severely deteriorated. The cornice is deteriorated and broken in places, and some stones are missing from the southern corner. There are areas with a general loss of mortar from the joints, patches of new stone, and of cement pointing, as well as substantial quantities of higher plants.

5.9 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, whilst the top courses of the ground floor are badly deteriorated. The side and back elevations show severe deterioration up to ten courses from the ground, and sporadic deterioration right up to the top. There are areas of new stone, of loss of mortar from the joints, of cement rendering; there are also rusting drainage pipes and other iron fixtures, (including an iron ladder), attached to these facades, as well as higher plants on the upper parts of the wall and on the roof.

5.10 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials will be necessary before completing the restoration programme. The proposed works will include, the removal of the cement rendering and other coatings from the facade, the removal of the rusting iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing structure, the insertion of a damp-proof membrane, and the reconstruction of the Portico, using as much of the original stonework as possible. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or repaired using traditional materials. Finally, it is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

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5.11 Block C, on the West side, consists of five modules, (approximately 9.76m by 4.27m), and three stairways. The slab construction over the ground floor consists either of two adjacent groin vaults, or in one case, of a barrel vault. The vaults appear to be in a sound condition. The slab, over three of the units at first floor, also consists of a peculiar groin vault with a flat central portion, whilst the other units are roofed over by a system of steel beams and stone slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico originally consisted of an elliptical vault, whilst it is not known what the construction was over the first floor. The Portico in front of Block C is currently completely missing, except for one arch at the side. Little remains of the row of rooms at the back of the Block.

5.12 The facade of the Block has cement rendering over the ground floor, and deteriorated stone areas at first floor. The cornice is damaged or deteriorated, whilst there is general loss of joint mortar, and a significant amount of higher plants. There are also rusting pipes attached to the wall. There is cement rendering over most of the ground floor side and back elevations, as well as cement pointing, loss of joint mortar, and stone deterioration. The first floor side and back elevations are in reasonably good condition. Other rusting pipes are affixed to these facades.

5.13 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of cement pointing, the removal of rusting pipes, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. It is proposed that the Portico will be reconstructed to its original form. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.14 Block D, on the East side, consists of four modules, (approximately 9.76m by 4.27m), and two stairways. The slab construction over the ground floor consists of two adjacent groin vaults, which appear to be in a sound condition. The slab over the first floor consists of a system of steel beams and concrete slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico consists of an elliptical masonry vault, whilst the first floor is roofed over by a concrete slab, which is severely deteriorated. Nothing remains of the row of rooms that probably existed at the back of the Block.

5.15 The Portico pilasters have thick cement rendering at ground floor level. There is some severe deterioration at the springing of the arches of two pilasters

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that are not completely rendered. There is also loss of mortar in the stonework at ground floor. The first floor appears to be in better condition.

5.16 The facade of the Block shows some deterioration at ground floor, and loss of mortar from the joints. The side elevation is in reasonably good condition. The back elevation has cement rendering over most of the ground floor. There is sporadic deterioration and rendering on the back elevation at first floor, as well as loss of joint mortar, higher plants, and rusting pipes and iron fixtures attached to the surface.

5.17 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of rusting pipes and iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.18 It is proposed that Blocks A and B will be utilised for residential use, providing fourteen duplex units, with external and roof terraces. Block C is proposed for a mix of commercial or office use, whilst Block D is proposed as a restaurant.

CHAPEL OF ST. ANTHONY

6.1 The Chapel was badly damaged during the Second World War, and practically only the facade, and part of one of the side walls still stands. The facade is completely unsupported at the West edge, and partly supported at the other edge - the junction with Block D is characterised by a fairly large vertical crack, which has been accentuated by ingress of water over the years. The facade has missing courses at the top and left corner, due to war damage. The statues that once graced its niches are also missing, although one pedestal still remains, and is in relatively good condition. The facade stonework exhibits deterioration up to about six to seven courses above ground, however, the decorative stone is mostly in good condition. Parts of the trophy-of-arms are missing, and there is also some deterioration on the figures and central shield. The facade has considerable loss of joint mortar, and some cement rendering, particularly over the lowermost courses.

6.2 The West side and back of the Chapel are missing, except for some courses that outline the footprint of the Chapel. The East side, which abuts against Block D, partially survives, and, in general, the decorative elements in the apses in the surviving portion are in a good condition, as are the elements on the inside of the facade wall.

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6.3 The Development Brief suggested that the Chapel should be reconstructed, but it is felt that, in reality, few details exist of the missing portions. In any case, the validity of a complete reconstruction of the Chapel is extremely doubtful. The quality of the decorative stonework cannot be matched, and the reconstruction of the inside decorations, which, on the missing walls, are the most important features, would have to be completely conjectural. Current restoration philosophy militates strongly against the creation of "false" reconstruction, because this will detract from the value of what is original and which survives. Nonetheless, the front and side elevation should be reconstructed in order to complete the visual impression of the Fort itself.

6.4 On the basis of this approach, it is proposed to consolidate the surviving facade, and remove any possible structural danger. This will be done by pinning and doweling, using hidden stainless steel pins and epoxy resins, such that the intervention be as invisible as possible. The existing decorative features will be consolidated and protected, and measures taken to protect the structure from an excessive exposure to rain-water, and particularly from water penetration into the joints and top courses of the stonework. The remaining stonework will be cleaned up, consolidated where possible, and similarly protected. The missing parts of the elevation will be reconstructed, whilst the side and rear elevation will be re-interpreted. The access to the crypt will be cleaned up, and the crypt opened up as an exhibition room on the history of the Chapel.

6.5 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering, the repair, replacement and consolidation of the deteriorated stonework, the consolidation (rather than replacement) of the decorative stonework, the re-pointing with lime mortar and the application of an appropriate protective coating.

LAZZARETTO TERRACE

DIVISIONS 1 AND 2

7.1 These two Blocks, the ground floors of which are probably the oldest of all the blocks in the Lazzaretto Terrace, are practically identical in construction and condition. The ground floor of each Block consists of two long ribbed barrel vaults, of Globigerina limestone, one on either side of a courtyard. The main halls are approximately 37.6m long by 7.6m wide. Some of the perimetral walls of the ground floor are built directly on to the rock, which is hewn back to form part of the wall proper. The other minor spaces at ground floor are roofed over by a system of masonry diaphragm arches and stone slabs. The first floor consists of a series of dilapidated units, of a height varying between one storey and two storeys. These units are not currently accessible, but are characterised by a number of recent interventions. Extensive damage was reported to both of these Blocks after the Second World War, which damage was, in general, not repaired.

7.2 The external side wall of Division 1, on the side of Fort Manoel, supports a series of irregular rooms, now in a very poor condition. These accretions connect

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the facade screen to the back wall, and the roof over at least part of them forms a first floor terrace that continues to the front and back of the two Blocks.

7.3 The ground floor of Division 1 is not currently completely accessible, hence its condition cannot be accurately ascertained. Parts of the courtyard elevations are visible through the entrance gate, and show severe deterioration. It is likely that the rest of the courtyard, as well as the internal spaces of this floor, are also in rather poor condition. The main vault on the right of the courtyard is completely collapsed. Part of the other main vault, to the left of the courtyard, is held up by temporary props. The single storey units on the seaward elevation are generally inaccessible. Most of the two-storey units, that originally existed on the landward elevation, remain, albeit in a poor and inaccessible condition, except at the corner with the East facade, where only one of the two storeys remains.

7.4 The courtyard walls of Division 2 show serious deterioration, even to the stonework of the previous re-cladding, up to course twenty-three. The wall at the far short end of the courtyard is, in addition, bulging outwards. Some fire damage is visible on the courtyard walls. The structure is everywhere precarious. The rooms at the back of the courtyard have considerable damage to the ceiling, with some stone slabs coming down, and the diaphragm arches spreading outwards. The main vault to the left of the courtyard is in relatively fair condition, but half of the vault on the other side is in a dangerous state, with temporary props holding up at least half of the ceiling. At first floor, the units are in a condition similar to Division 1: two of the two storey units at the rear are currently in-existent, whilst what remains is inaccessible or in a poor condition.

7.5 The arcade in front of the two Blocks, which, aesthetically, is one of the more interesting features of the whole Terrace, shows some advanced deterioration of most of the stonework, particularly in the lower courses of the pilasters, where in direct contact with the rock coast. The inside of the arches and the ceilings show extensive black crusts. The condition of the intermediate floor, on which the transverse stability of the arcade depends, could not be ascertained properly, because it is inaccessible from the top; however, viewed from the under side, it exhibits severe deterioration. The arcade is thus in a precarious state.

7.6 The facade of both Divisions, behind the arcade, is severely deteriorated from the ground up to at least the sixteenth course, but often right to the top. There are areas of severe mortar loss from the joints, black crusts on the top courses, and grey crusts on the lower courses, higher plants in some mortar joints, and attached drainage pipes (causing rust staining), and other accretions. The courtyard walls show the same loss of mortar from the joints, the same presence of higher plants, the same attached accretions, and occasional damp patches or algae, and also blackened areas, (in the passageway).

7.7 It is being proposed that, first of all, all constructions at first and second floor be removed, and re-built. For the ground floor, it is proposed that the main vaults, which is in the better condition, will be repaired and strengthened, whilst the two central ones, which are currently holding up by virtue only of the temporary props, will be reconstructed. The courtyard walls will, however both be repaired, and, if necessary, re-clad. The repair of the screen facade, (or re-building

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where necessary), will probably require that the existing facade is, at least partially, dismantled, before re-erecting. This is because the worst conditions are found in the supporting pilasters, and because the overall stability of the arcade wall is now doubtful. The facade of the building will also require substantial re-cladding.

7.8 For the rest of the stonework it will be necessary to remove the sources of humidity, (including the insertion of damp-proofing materials), to remove the higher plants, to clean the black and grey crusts, to repair, replace or consolidate the deteriorated stonework, to re-point with lime mortar, and, possibly, to apply a protective coating. Algal growth will be disinfested, and pipes and other accretions removed. The full details of this intervention can only be established after a full series of humidity tests, salt analyses, and after trials for the cleaning and consolidation treatments.

7.9 The proposed use of the refurbished and reconstructed building continues the residential tradition of this block. The reconstructed first and second floor will provide high quality duplex residential accommodation, around the two courtyards and the swimming pool. The ground floor spaces will provide accommodation for a Sports Club for the residents of Lazzaretto Terrace.

DIVISION 3

8.1 This Block is an atypical one, built into a gap between the Divisions 1 and 2, also referred to as the Palazzo Vecchio, and Division 4, referred to as the Palazzo Nuovo. It has no internal courtyard, and has a narrower frontage than the other Blocks. The ground floor consists of a main hall, 7.4m wide by 37.5m long, roofed over by diaphragm arches and stone slabs, and another main space, 28m long and approximately 9.2m wide. The latter space is not easily accessible, except through a small crawling space at one end. The construction is not clear, but appears to consist of two parallel lines of arches located at 3.6m from either side. This construction obviously corresponds to the line of the corridor walls above. The other secondary spaces at ground floor accommodate staircases, of which only one, and in doubtful condition, remains. At first floor, and second floor, the accommodation is organised into a series of small rooms, approximately 3.4m x 3.8m, on either side of a corridor. On the first floor the roof over these spaces is carried by arches and stone slabs, whilst over the second floor the structure consists of timber beams and stone slabs.

8.2 The condition of the whole Block is, overall, fair. The arches in the main hall at ground floor are all in place, although some stone slabs have fallen and others are in a precarious state. Parts of the walls of this space are hewn out of the rock. The first and second floor are both in a reasonably sound condition, except for some rooms at the rear. The main steps to the upper floors are in a dangerous state, especially in the lower flights. No construction over the main hall exists at the moment.

8.3 The facade is faced with Globigerina limestone up to the thirteenth course. The lower courses, particularly courses fourteen to nineteen, show extensive deterioration. The facade also suffers from loss of mortar from the joints, with

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cement rendering in patches. The condition of the upper courses is reasonably good.

8.4 The proposed remedial works include the removal of the facing and cement rendering from the facade, the repair of the stone slabs over the main hall at ground floor, and the subsequent installation of a roof waterproofing system. The main stairs has to be dismantled and rebuilt; and the second space at ground floor has to be made accessible. The arcade that originally fronted the sea no longer exists, but it is proposed to reconstruct it, in accordance with the photographic evidence available. No major repairs will be required at the upper floors, except for those rooms at the rear. Nonetheless, it will be necessary to carry out the standard humidity tests, salt analyses, and consolidant trials. The deteriorated stone, particularly on the facade, will need repairing, replacing or consolidating, as well as re-pointing with lime mortar, and possibly treating with a protective coating.

8.5 It is proposed that the upper floors be rehabilitated as hostel accommodation as part of the Yacht Club Residence adjacent. The lower floors will accommodate additional facilities of the Yacht Club Residence.

DIVISION 4

9.1 The Block is organised around a large courtyard, measuring 15m by 23.6m, dominated by an imposing staircase supported on flying arches. The ground floor consists of the typical main halls at the sides, in this case 7.6m wide and 37.6m long, with relatively smaller spaces along the rear and front of the courtyard. The original construction envisaged diaphragm arches and stone slabs, over both main and secondary spaces, at ground and first floor level. The records show that substantial damage was incurred during the War, and as a result the roof structure over the side wings at first floor, and that over both main halls at ground floor has been changed. The structure at first floor has been changed to a system of steel trusses and corrugated sheeting; whilst that over the ground floor has been changed into a system of steel beams and corrugated sheeting acting compositely with a concrete topping.

9.2 Some diaphragm arches remain in both main halls at ground floor, approximately nine in the left hand wing, and a couple in the right hand wing. The diaphragm arches in the other secondary spaces are in a fair condition, but many of the stone slabs above are split, mostly as a result of fire damage that has occurred in the right hand wing, and in most of the secondary spaces. In some areas the cracked stone slabs have been replaced by in-situ concrete. The fire damage is quite extensive, with black (soot) surfaces, stone surfaces that have turned pink, as a result of the exposure to high temperatures, and spalling. The entrance lobby has some arches missing, whilst the passageway to the courtyard has extensive blackened areas, and dirt deposition, some powdering or flaking of the stone surface, and areas of rendering (mostly of lime). The side wall of the left hand main hall, which is partially hewn into the rock, has also been pierced by an unsightly large opening, presumably to allow access for large vehicles.

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9.3 At first floor, most of the balcony around the courtyard is unsafe, and a number of the supporting corbels missing or damaged. A few diaphragm arches remain in the left hand wing, but most of the right wing arches still exist, albeit in doubtful condition. The wall at the rear of the central secondary space has been badly damaged by falling masonry from the outside. The wall that divides this Block from Division 3, appears to have been radically modified.

9.4 The front facade has a Globigerina limestone facing, up to course thirteen, which is itself deteriorated, and appears to be detaching itself from the building. The next six courses above the facing are also severely deteriorated, with the "skin" appearing to have fallen off. The lower courses of the facing have some cement pointing, as well as some cement rendering. The first floor is in reasonably good condition, except for extensive loss of mortar from the joints. The coat-of-arms on the front is very badly deteriorated and completely illegible, whilst the inscription has accumulated dirt, and cement around the edges. The side facade also has a Globigerina limestone facing, up to course seventeen, with deterioration extending up to course twenty-seven, and sporadically beyond. This facade also has some cement facing, and a small patch of new stone. There are higher plants growing in some of the mortar joints, as well as a general accumulation of pipes, wires and other fixtures.

9.5 In the courtyard, the deterioration of the lower courses reaches up to about the twentieth course. The grand staircase is supported on pilasters that have extensive deterioration, or unsightly cement, or "artificial stone", repairs. The parapets, especially, need to be reconstructed. Once again there is extensive loss of mortar from the joints, considerable cement pointing, and, in some locations, thick cement facing, or tiles, laid over cement. Numerous higher plants are growing from the open masonry joints, especially on the staircase. The stones also have rust staining, mostly from the corrugated roofing over the balcony, but also from iron ladder rungs. There is localised cracking of stone.

9.6 The proposed works are quite extensive. First of all it is necessary to reinstate the diaphragm arches in the main halls at ground and first floor, and in the entrance lobby, as well as the missing corbels and the whole balcony. It is necessary to dismantle and re-assemble the damaged rear wall at first floor. The courtyard elevations, as well as the main and side elevations need extensive repair work, as does the main staircase. The garage door opening in the side wall needs to be improved, possibly by converting it into an arched opening. The facing on the elevations will be removed and replaced. All cement pointing, facing or tiles will also be removed. The coat-of-arms will be treated with consolidant to try to preserve whatever remains of it. The stone surfaces will be cleaned of the rust stains, of the soot, and other deposited dirt, and disinfested of the higher plants. The miscellaneous fixtures to the facades will be removed. The marble inscription will be cleaned. The deteriorated stone will be identified, replaced or consolidated. The fire-damaged stone might be repaired by grouting or by inserting special pins. The whole of the elevations will be repointed using lime mortar, and possible treated with a protective coating. The arcade that previously fronted the sea has been, apparently, recently dismantled. It is proposed to reconstruct it, in accordance with the photographic evidence available.

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9.7 A number of tests have to be carried out prior to the finalisation of the repair programme. These include the standard humidity tests, salt analyses, as well as analysis of the "artificial stone". In addition, it will be necessary to carry out cleaning, disinfestation, consolidation and grouting trials. The need, and the technique, for the insertion of a damp proofing membrane into all walls has to be investigated carefully.

9.8 It is proposed to use the ground floor spaces for the facilities servicing the Yacht Club Residence, namely restaurant, clubhouse, private function rooms, and administration area. Since it is necessary to dismantle the internal walls, to be able to repair and strengthen the roofs over the ground floor, and since the roofs over the first floor have to be re-done anyway, it is proposed to gut the whole of the internal spaces of the first floor, and to convert this space into a number of luxury duplex apartments, behind the existing facades.

DIVISION 5

10.1 Practically nothing remains of this triangular block. It is not proposed to attempt to reconstruct it.

DIVISIONS 6 AND 7

11.1 These two blocks are practically identical in form and condition. They were, probably, originally single storey constructions, each consisting of two main halls, approximately 7.2m x 40.8m, on either side of a relatively narrow courtyard. At a certain stage, a series of apartments was constructed along the front of both Divisions together. The apartments were accessible from three pairs of distinctive external staircases, of which only a pair remains, and in a very poor condition. The staircases are founded along the edge of the quay, and vault over the walkway in front of the Blocks.

11.2 The main halls at the ground floor were originally roofed over by means of diaphragm arches and stone slabs. Both halls of Division 6 were extensively damaged during the War, and the roofs replaced by a system of steel trusses and corrugated sheeting. In many locations, the springing of the diaphragm arches is still visible. The side external wall, that originally abutted against Division 5, has also been extensively modified, and rebuilt. The wall of the main hall, which abuts the left side of the court yard, is bulging out, and has been, at an earlier stage, buttressed by two sturdy constructions in the courtyard. The roof to the small room at the end of the courtyard is extensively damaged. The arch forming the internal facade of the passage way, on to the courtyard, is missing. A garage opening has been punched through the facade wall of the left hand vault.

11.3 The courtyard walls are extensively deteriorated, with missing stones, exposing the rubble infill, with localised cracking of stones, as well as some areas of cement facing, some patches of paint, considerable loss of mortar from the joints, and numerous higher plants growing in the mortar joints. The passage to the courtyard shows deterioration up to the topmost courses, as well as some areas with very thick cement rendering, some cement pointing, and extensive loss of mortar from the joints.

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11.4 In Division 7, the main hall on the left of the courtyard is in reasonably sound condition. However, a substantial portion is missing from the hall on the right side of the courtyard; except for the front section, the whole of the roof has been replaced by steel trusses and corrugated sheeting. The structure over the entrance hall is partly demolished, and has a number of missing stone arches. Extensive concrete modifications have been done to the doorways of the two small rooms, on either side of the entrance.

11.5 The lower courses of the courtyard walls are deteriorated, up to the level of the seventeenth course. Some parts of the wall are faced with a skin of Globigerina limestone, whilst, in other locations, the lower courses are covered with a cement facing. There is some localised fire damage, with reddened and blackened stone surfaces, areas of salt efflorescence and loss of mortar from the joints. The walls are further encumbered with the presence of higher plants growing from the mortar joints, and of drainage pipes. The passageway to the courtyard has extensive areas of cement rendering, blackened areas and areas of advanced deterioration.

11.6 The lower three courses of the facade are faced with Coralline limestone. The subsequent eight to ten courses are severely deteriorated, with additional deterioration distributed practically all over the facade. In some areas of the facade, the reconstruction with new stone is quite clear. A couple of openings have been modified with a cement surround. The condition of the facade of the first floor is in fairly good condition, though again showing some areas of new stonework. There is an extensive overall loss of mortar from the joints, and numerous redundant fixtures to the facade. The lower courses of Division 7 have some cement repointing. The side elevation of Division 6 has extensive deterioration, and missing stones up to the fourteenth course, and especially in the ninth to the eleventh courses. There are also higher plants growing in the exposed interstices.

11.7 The one surviving staircase is in poor structural condition, and the stonework also exhibits extensive salt efflorescence. Most of the original construction at the first floor of Division 6 is missing, behind the facade, which has obviously been re-built in recent times. The first floor over Division 7 is also demolished over the entrance, whilst the rest is inaccessible. In general, the condition is very poor. The structure on the left hand terrace of Division 7 is obviously a recent addition.

11.8 The proposals envisage that the first floor structures are all demolished and a new construction erected instead. The two outer halls at ground floor will be repaired and reconstructed with diaphragm arches and stone slabs, where necessary, but the two inner ones, which abut against each other, are considered beyond recovery. The arcade to the courtyards will be replaced, and the halls reconstructed, to carry a swimming pool at terrace level. In practice, it is likely that the strengthening of the courtyard walls will require dismantling and rebuilding. The facade also needs a complete re-instatement. All the dividing walls, in the sound main hall in Division 7, will be removed, and blocked arch

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openings will be opened up. The roof over the hall, at the rear of Division 7, needs to be repaired.

11.9 The stone facing on the facades needs to be removed. Any cement facing or pointing will also be removed. The facade needs to be disinfested from the higher plants, cleaned, and possibly treated for rising damp, by the insertion of a damp proof membrane. The repair, replacement or consolidation of stonework has to be studied in the light of the fact that most of the existing facade is itself a poor reconstruction. In any case, a complete repointing with lime mortar is necessary, and possibly the application of a protective coating will also be considered. A series of tests will be necessary before completing the restoration programme, to establish humidity levels, and salt content, to establish the efficacy of the cleaning, consolidation and protective coatings that could be applied.

11.10 It is proposed that most of the ground floor of the two Divisions will be part of the residential services for the apartments above. The main hall in Division 7, which is still in a sound condition, will be used as a conference/exhibition hall, connected to the complex of facilities in the adjacent Division. At first and second floor, the development will accommodate duplex or simplex apartments, arranged around the two courtyards, and the raised pool/terrace.

DIVISIONS 8 AND 9

12.1 The last two existing Blocks in the Terrace are identical in form, but not in condition. They are probably the last Blocks to be erected in the Terrace, and to a certain extent the condition of the stonework reflects this. The original structural system envisaged stone diaphragm arches supporting stone slabs, over the large ground floor spaces, and timber beams carrying stone slabs over the first floor. The ground floor layout of both Blocks consists of a central courtyard, 13m wide by 24m deep, with two main halls along each of the long sides. The halls measure approximately 7.8m wide by 37.5m long, internally. The courtyard is accessed through a relatively small passageway past the original staircases to the first floor. At the rear, the courtyard is completed by another small chamber, constructed in a similar way. At first floor, the staircases give on directly to the balcony around the courtyard, from which access is gained to the series of large rooms arranged all round.

12.2 The ground floor of Division 8 is in a poor condition. Part of the roof over the entrance is missing. The stairs, that were originally on either side of the entrance passage way, are both missing. The structure of the hall on the left of the courtyard is generally sound, but there are some broken stone slabs, or slabs that have replaced with concrete. Some extraneous dividing walls have been erected in this main space. Part of the external wall to this hall, particularly towards the front, is leaning out. A number of diaphragm arches are missing in the corresponding hall on the other side of the courtyard, which have been replaced by steel beams. At the short end of the courtyard, a new wall has been built, partly to support a new balcony, and partly, it is presumed, to buttress the wall of the smaller hall at the rear of the courtyard. The external face of the latter, in fact, bulges outwards, and the inner face shows signs of coming away from the internal diaphragm walls. Many of the original openings to the courtyard are blocked up.

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12.3 The courtyard exhibits substantial deterioration of the lower ten courses, and also some limited shrapnel damage. Localised cracking of the stone also occurs, as well as the usual higher plants, growing from the interstices in the stonework, and the redundant pipes, and wires that accumulate on the facades. The courtyard is also dominated by a massive steel staircase that gives access to the first floor. The walls have a limited amount of cement facing, cement repointing, some paint and graffiti, and significant dirt deposition, particularly on the lower courses. There is widespread loss of mortar from the joints. The entrance passageway shows thick black crusts on the lower courses, and some remnants of lime plaster. There is widespread deterioration of the stonework, and, once again, extensive loss of mortar from the joints.

12.4 Most of the wings at first floor level of Division 8 are now demolished, except for a new construction on the right hand side. The back hall is also not original, and has been reconstructed recently using new stonework and a new reinforced concrete roof. At the front, the rooms over the entrance passageway, and staircases, do not exist at first floor level. Only the two rooms at either extremity of the facade can be currently utilised, albeit in poor conditions.

12.5 The ground floor halls of Division 9 are generally structurally sound, with few signs of rising damp, and a few damaged stone slabs over the diaphragm arches, particularly in the right hand hall. The original hard stone steps of the staircases have been covered with a thick cement tread.

12.6 The courtyard walls and their facing are also in reasonably good condition. The lower courses of the original walls show some deterioration, and there are patches of cement rendering, cement pointing, and dirt deposition. There is considerable loss of mortar from the joints, and the ubiquitous drainage pipes, some leaking and most rusting. A damp patch appears on part of the courtyard wall, probably as a result of a leaking pipe; as well as a patch of black paint or bitumen. The balcony around the courtyard has a number of missing corbels, and the floor of the balcony has all been replaced with concrete, with signs of fabric corrosion on the under-side. The entrance passageway is in reasonable condition, with some blackened stonework, and some extensive areas of stone deterioration, including alveolar weathering, powdering, flaking and spalling. The courtyard is encumbered with two two-storey rooms erected in the middle of the long sides of the courtyard; these rooms are indicated in the existing plans dating from the first half of this century, but not in older drawings.

12.7 The first floor roofs are generally sound, but are all new. A variety of systems have been used to replace the original structural system, including reinforced concrete, prestressed concrete planks, prestressed beams and hollow bricks, as well as concrete cast over the original stone slabs, supported on new transverse steel beams. Timber beams, possibly original, remain only over the staircases. The walls are also generally sound, although most of the interiors have been coated with plywood, (or other), lining, so that its superficial condition could not be accurately assessed. A number of internal walls have also been modified, when compared to the plans available. The internal facades around the courtyard

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are probably original, but have no particular features so that this might be confirmed.

12.8 The condition of the facade varies. For both Divisions the facade is structurally sound. A Coralline limestone facing, approximately two to three courses high in Division 8, and four to five in Division 9, has been inserted at the lowermost level. In Division 8, the Globigerina stonework, within three to five courses above this facing, shows advanced deterioration, and some cement pointing. The rest of the facade shows loss of mortar from the joints, but, in general, the condition of the first floor is good. The stonework in the balcony is, however badly deteriorated. There are localised black crusts, and powdering patches, as well as the usual accretions of wires, lamps and other rusting metal inserts. In Division 9, the situation is very similar, with deterioration of the Globigerina up to course nine, with loss of mortar from the joints, cement re-pointing in the lower courses, black crusts and powdering patches, and numerous accretions. There are some instances of stone cracking, and indications of new stonework in the balcony.

12.9 The side elevation of Division 9 is also in reasonably sound condition. There is advanced deterioration of the lower six courses, with less pronounced deterioration up to the level of the nineteenth course. The walls show, once again, some cement re-pointing in the lower courses, a limited amount of higher plants, some few areas of paint, a number of long and thick rusting pipes and other accretions, a blackened (soot) patch at ground floor level, and general loss of mortar from the masonry joints, especially in the upper courses.

12.10 It is proposed that all the courtyard elevations and the ground floor halls will be re-instated. The steel stairs in Division 8 will be removed completely. The recent wall at the rear of the courtyard will be removed; the original wall behind it may need strengthening by tying together the external and internal skins. The missing corbels in the courtyard of Division 9 will be re-instated, and the balcony floor demolished and re-done. The balcony in Division 8 will be completely re-constructed. The existing first floor constructions will be demolished, except for facades that are shown to be original, and duplex and simplex apartments will be built around the two courtyards. The demolition will also permit the taking up of the floor construction over the ground floor, so that the damaged or missing stone slabs could be re-instated. The necessary slab strengthening can then be carried out before the erection of the new walls. The pool structure in the courtyard of Division 9 will be removed.

12.11 The internal spaces generally do not require more than a cleaning of the multi-layers of limewash, and the recovery of the original hardstone paving where still existing. The courtyard and external facades require general repair work, with the replacement of the worst stone blocks, and consolidation of the rest. The hard stone cladding has to be rationalised, whilst the deteriorated Globigerina cladding will be replaced. The external walls need a thorough cleaning of cement pointing, and cement facing, as well as of the blackened, and of any painted, areas. All the usual higher plants, accretions and metal fixings will be removed. The sources of humidity into the facade should also be removed, and the possibility of an insertion of a damp-proofing membrane has to be studied. The whole of the

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facades will be repointed with lime mortar, and, possibly, given a protective coating.

12.12 The complete restoration programme will require, first of all, a detailed mapping of the stone condition, and a series of tests to establish humidity levels, salt content, and to establish the efficacy of the cleaning, consolidation and protective treatments possible.

12.13 The re-use proposals for these two Divisions include a restaurant occupying the left hand main hall of Division 9 and the courtyard, (as well as the new construction to be erected against the side elevation); an area for Marina Services in the left hand hall of the same Division; and, conference and exhibition facilities in the whole of the ground floor of Division 8. The first and second floors of both Divisions will become residential duplex or simplex apartments.

DIVISION 10

13.1 The Old Plague Hospital consisted of six similar units, almost square in plan form, arranged in a terrace next to each other. The original elevations consisted of a series of semi-circular arches, as indicated in historical drawings copied in this report. This Division was extensively damaged during the War, and then modified extensively internally and externally, to the extent that practically nothing remains of the original construction. The length of the terrace is approximately two-thirds of the original length, and the width has increased by a couple of metres; there is no trace of the arches on the elevation. In these circumstances it is not proposed to attempt to reconstruct the Block, but indeed to remove the recent constructions, and re-model the whole edge of the Lazzaretto Terrace, to meet the proposed Village. This is indicated in the part master-plan attached to this document.

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106B

MANOEL ISLAND - MISCELLANEOUS BUILDINGS

CEMETERY CHAPEL

14.1 The chapel is the only surviving element of one of the many cemeteries on the island. The historical significance of this structure is explained elsewhere in this report. The chapel is a very small structure of Globigerina limestone. It is severely deteriorated. At the front, the severe deterioration extends up to the eight course, and continues, less severe, practically up to the level of the cornice. The deterioration includes alveolar weathering and powdering and flaking of the stone surface. There is very extensive loss of mortar from the masonry joints, almost complete on the front elevation. There are areas of cement repointing, as well as cement rendering over the lower five to six courses of the facade. There are some remnants of lime rendering at the top. Some blocks are missing from the side and back elevations, and there is an area where new stone has been inserted in a prior repair. The roof stonework is also badly deteriorated, with higher plants, and signs of water penetration.

2 Before embarking on a restoration programme it will be necessary to carry out nidity tests, salt analyses, and consolidation and protective coating trials. The cement endering and pointing will be removed, and higher plants disinfested. The damaged stone on the facades will be mapped to identify which stone will be replaced, which repaired and which consolidated. The whole facade will be repointed using lime mortar, and given a protective coating.

14.3 It is proposed to retain the Chapel as an architectural feature in what will become one of the main Village squares, as a memento of the past activities on Manoel Island.

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CUSTOMS HOUSE

15.1 The Customs House was originally part of the New Plague Hospital, located next to the Cemetery mentioned above. From the drawings and records available, it appears that it was not part of the original Hospital, but was inserted at a later dated between the long wings, possibly as accommodation for the Medical Officer. The construction is simple: the plan form consists of four approximately equal units, roofed over by stone arches and stone slabs over the ground floor and with timber beams and stone slabs over the first floor. A corridor divides the house in two at both levels.

15.2 The interior of the house is in relatively good condition, with little modern modifications. The facade has a Coralline limestone facing extending over the lower seven courses. The six courses above this facing, and the three courses below the cornice exhibit severe deterioration. The cornices are damaged, and cement rendering has been used over the lower courses and around doors and windows. The top part of the elevations is in good condition. The facades have a modest loss of mortar from the masonry joints, and an accumulation of wires, connection boxes, drainage pipes and other iron fixtures.

15.3 The internal walls will be cleaned, and all internal temporary partitions removed. The facades will be tested for humidity levels and salt content, and trials run on possible consolidants and protective coatings. The cement rendering and pointing will be removed. All pipes, wires, and other fixtures will also be removed. The facades will be mapped to identify the damaged stone, and the stone repaired, replaced or consolidated as appropriate. The facades will be repointed using lime mortar, and given a protective coating.

15.4 It is proposed to adapt the building to be used as a central catering facility in the main square of the Village.

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QUARANTINE CATTLE-SHEDS

16.1 The original constructions at this location are some of the earliest to be erected on Manoel Island. It is however difficult to establish if any of the remaining components date back to this period. The building has been modified extensively, with the original yards roofed over using steel beams and prestressed precast slabs. The facades have been extensively modified, particularly those on to the main street of the island. The external walls of the wings are practically blank, but it is not clear how much of these walls are original. The only elements that have been considered in this report are, in any case, the two long wings of the complex.

16.2 The wing to the right of the current entrance retains a number of interesting features. It is roofed over by a series of thick arches, carrying timber beams, except for the last unit in the wing, which is roofed over by a series of diaphragm arches and stone slabs. The elevation of the internal wall of this wing, which would be the elevation into the original cattle yard, consists of a thick wall pierced by small semi-circular arches, cept for a couple that have presumably been changed into rectangular openings). t of this wing also has a first floor level, possibly part of the original apartments for ..e fodder and cattle dealer.

16.3 The wing on the other side was not accessible. The internal elevation has, however, a series of segmental arched openings, which could be part of a nineteenth century modification of the cattle sheds.

16.4 The external facades of the long wings exhibit deterioration of the lower twelve courses, and, in some areas, also of the upper seven courses. There is some severe alveolar weathering and powdering, and, in some instances, the loss of entire blocks, with gaps of as much as ten stones. There is widespread loss of mortar from the joints, localised cement repointing, and rendering, areas of whitewash or lime rendering, and blackened upper crusts. The facades also show the usual dose of higher plants, wires, road signs and other metal fixtures.

16.5 After the appropriate humidity tests, salt analyses tests, and consolidation, ..ning and protective coating trials, the restoration programme will include the ..noval of all cement rendering and pointing, the removal of all wires, road signs and metal fixtures, and of higher plants. The rest of the stonework will be mapped to identify the areas that require cleaning, repair, replacement or consolidation. The whole of the facades will be repointed using lime mortar, and possibly given a protective coating.

16.6 It is proposed that the recent structures over the original cattle-yards will be removed, and the yards re-habilitated as a village square formed by the two old wings and by new constructions on the other two sides. The complex will accommodate retailing and some catering facilities.

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YACHT YARD BUILDING

17.1 This building was part of the leisure facilities for the naval crews of the ships that presumably berthed on the island. The building includes a large theatre/canteen space at first floor, and is roofed over using steel trusses and sheeting. The building interior was not accessible for inspection.

17.2 The external stonework is in excellent condition, except for some dirt deposition, some graffiti and some rust stains. There is some deterioration and mortar loss in the topmost courses, on the side. There are a number of rusting pipes, a metal staircase, and other accretions affixed to the facade.

17.3 The works proposed envisage the removal of all redundant pipes and other accretions, the cleaning of the stonework, using appropriately tested methods, minor repairs to the stonework, and the repointing with lime mortar as necessary. Since the condition of the stonework is very good, the use of a protective coating has to be nsidered carefully. It is proposed that the existing steel truss roof be retained, except it the roof sheeting may need to be replaced. The proposed use is related to the evelopment that might occur on the north coast of Manoel Island, but it is clearly appropriate for communal and commercial use.

BOAT BUILDERS' WORKSHOP

18.1 The complex is a collection of run-down, without much architectural merit, but parts of which are of historical relevance, in connection with the 20th century military activities on the island. On the most prominent of the spaces, the stonework is not visible, because of a white rendering over practically the whole of the building. The condition of the stonework cannot, therefore, be assessed.

18.2 It is proposed that the group of rooms be cleared of all alien structures and incorporated into a new structure. It is proposed, in particular, that the elevations of historical relevance be retained, but incorporated with modern additions. The new building is proposed as a water-front restaurant complex. It is also proposed to re-struct the pier projecting into the sea, as appears on many of the available historical aps of the island.

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CYCLORAMA

19.1 Of the building that is identified on the Development Brief as the Cyclorama, there is, in fact, very little still extant. Some of the machinery, used for anti-aircraft simulation practice, exists on site, but the enclosure that housed it is practically gone. In addition, the Cyclorama building is not an original part of the fortifications of Fort Manoel, and currently intrudes negatively in the view of Fort Manoel from Sliema.

19.2 For this reason, it is proposed that site, and ruin, of the Cyclorama be preserved in-situ, as a memory of its use, but no attempt be made to install a "replica".

RESERVOIRS/FUEL STORES

20.1 The Development Brief indicates the presence of a number of reservoirs and fuel stores, which might be retained by the Development Project. Not many historical details were available for these underground stores. In any case, where possible, any underground tanks will be retained and incorporated in the infrastructural network to be installed. Underground tanks apparently exist below the courtyards of most of the Lazzaretto Blocks, as well as below the Cattle-Yards. Where possible, these will be re-furbished and used for water storage of the buildings above. The fuel stores identified in the brief are located under the ecologically protected area, and the layered system of arches presumably provided protection for the precious fuel stores for overhead bombing. It is proposed to clean up these stores, and open them up for an appropriate use, such as, for example, target shooting galleries.

20.2 The Brief does not make reference to a big water reservoir that existed at the back of Divisions 8 and 9 of the Lazzaretto Terrace. This reservoir had a capacity of nearly 1.8 million gallons, and was apparently also protected by a heavy rubble mantle, overlying a significant depth of earth. The structure of the reservoir was not accessible, and hence its condition cannot be reported, but it appears from the available drawings that it consisted of big masonry piers carrying major transverse arches, with overlying shallow masonry vaults spanning from one transverse arch to the other. The overburden, and the protective rubble mantle, are no longer visible. It is proposed that the reservoir will be used for water storage, after careful assessment of its condition and structural capacity, for use by the apartments in Lazzaretto Terrace.

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FORT TIGNE'

TOWER

21.1 The Tower is a two-storey structure dominating visually and physically the whole of the Fort. It is in a good state of repair, but it was not possible to examine the state of the roof slabs, because of the timber lining that is part of the interior decoration of the current use. The facade exhibits sporadic deterioration, including alveolar weathering, powdering and flaking, especially in the upper six courses. Some stones in the cornice are broken, and some stones have extensive cement coatings. The main doorway also has significant cement rendering. There is some loss of mortar from the joints all over the facade, with some areas of cement repointing. The elevation has a number of redundant wires, pipes and metal fixtures.

21.2 As recommended in the Brief, all reinforced concrete ceilings will be removed and replaced by masonry vaulted ceilings. The concrete and tiled floors will also be ken up, and replaced by flagstones. It is proposed that the Tower be included in the ritage route described in 23.5 below.

FLANKS AND BARRACK BLOCK

22.1 There are four Flanks, forming a quadrangle, which is, in turn, divided into two by the Barrack Block. All Blocks appear to have undergone significant changes to their elevations. It is likely, in fact, that the current stonework is a lining in front of the original nineteenth century construction. None of the Flanks have any embrasures left.

22.2 The structure of the Barrack Block is basically a long masonry vault, with intermediate partitions. All three elevations of the Barrack Block have been modified. The available drawings show that the original entrances were arched openings, whilst the rest of the wall was fitted with musketry loopholes. Only a couple such loopholes can be traced on the existing facade. The stonework itself is in reasonably good condition. There is localised fire damage, with reddened and blackened surfaces, and extensive areas of cement pointing. There is also a marked presence of higher plants.

22.3 The first Flank to the left of the Tower consists of a long and narrow barrel vault, with practically all of the original musketry loopholes remaining. The short elevation, facing the Tower, has obviously been extensively remodelled. The embrasures on the roof have also been removed, although the outline of such embrasures is still visible. The external stonework shows some deterioration, and some cement repointing. There are numerous higher plants, as well as rusting iron inserts.

22.4 The second Flank, on the left side of the Barrack Block has been partially demolished, and rebuilt using reinforced concrete slabs and steel beams. Only three of the original vaulted spaces remain, generally in good condition. The facade facing the quadrangle has been completely remodelled, however, with alien doors and windows inserted. The condition of the stonework is similar to that of the Barrack Block, but most of it is recent. The rear elevation was not accessible, because of the Reverse Osmosis Plant that occupies this part of the Ditch.

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22.5 The Flanks to the right are similar in condition. The first Flank consists of a maze of masonry vaults, in relatively sound condition, with extensive signs of fire damage and other vandalism. The arched openings that appear on the elevation have been blocked up; the wall blocking the last vault before the rear Flank is in very poor condition. The facades show similar levels of deterioration, including powdering and flaking, as on the Barrack Block. There is extensive cement repointing, and loss of mortar from the joints. There are localised cracked stones, and a number of rusting metal inserts. There is a considerable presence of higher plants.

22.6 The subsequent Flank consists of a series of barrel vaults, that are in sound structural condition. The elevations appear, once again, to have been extensively re-modelled. The condition of the facade stonework is similar to the previous Flank.

22.7 It is proposed that a proper series of tests be carried out to establish the condition of the facade walls, and of any walls that may exist behind. The tests will include humidity measurements, salt analyses, cleaning trials (for the soot and the graffiti), grouting trials, (for the cracked stones), and protective coating trials. All cement pointing and rendering will eventually be removed. All sources of damp penetration will be removed, possibly through the insertion of a damp proofing membrane. New facings will be removed, and blocked up vaults or archways opened. The existing openings have to be remodelled to provide a more appropriate appearance, and to allow a more varied re-use of the internal spaces, which are, after all, more interesting. The modern modification to the north-western Flank will be dismantled and reconstructed using the original construction system. The damaged stones will be identified, and appropriate repair, replacement or consolidation carried out. The whole of the facades will be cleaned, disinfested of the higher plants, repointed using lime mortar, and possibly treated with a protective coating.

22.8 The floor of the two Courtyards is overlain by a variety of concrete pavements. It is proposed to remove all such layers, and to recover the original level of the Courtyards. The Courtyards would then be re-paved using flagstones.

22.9 It is proposed that the Flanks and Barrack Block accommodate a mixture of retail and catering facilities. The Courtyards would be given a new lease of life as the location of a series of craft or art shops, with interspersed restaurants and bars.

COUNTERSCARP GALLERIES AND DITCH

23.1 There are three sets of Counterscarp Galleries, in each of the three outer corners of the Ditch surrounding the Flanks, (the fourth corner being the Tower). The construction of these Galleries is similar, consisting of masonry barrel vaults, which are in sound condition. Practically all of them have been vandalised and burned out, except for the Gallery that has been absorbed within the Reverse Osmosis Plant. In general, the elevations of the Galleries are in reasonably good condition, with circumscribed areas of powdering and flaking, but with some areas of thick cement rendering over the lower courses. There are areas of cement pointing, numerous graffiti, iron inserts, and higher plants.

23.2 The northern Gallery accommodates some interesting Second World War gunnery machinery, whilst the north-eastern Gallery connects, or abuts, to concrete

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bunkers underlying the Coastal Gun Emplacements. In the case of the north-eastern Gallery it is possible to speculate that some of the underground galleries that burrow towards the south-eastern edge date from the nineteenth century.

23.3 The north-eastern portion of the Ditch is completely occupied by the Reverse Osmosis Plant. The north-eastern back of the Flanks carries an earth embankment that partially fills the Ditch on the north-eastern corner.

23.4 The outer ring around the Ditch accommodates a number of reinforced concrete structures from the Second World War, including three Coastal Gun Emplacements facing north, and the remnants of a fourth one facing east. There is considerable damage to the concrete, particularly where there are steel inserts or elements. The structures are extensively vandalised, and covered with graffiti.

23.5 It is proposed that the Counterscarp Galleries be restored in a similar fashion to the Flanks and Barrack Block, as outlined in 22.7 above. The original level of the Ditch will be recovered, and the surface paved with flagstones. The more recent construction, adjacent to the north Counterscarp Gallery, will be demolished. The embankment against the Flanks will not be removed, but will be landscaped. The whole of the Reverse Osmosis Plant will be removed, and the Ditch recovered.

23.6 The reinforced concrete Gun Emplacements will be repaired and integrated into an upper promenade, overlooking the Ditch on one side, and the sea on the other. The underground bunkers, and the machinery will also be cleaned up and repaired, and integrated into a lower Heritage route that will include the three Counterscarp Galleries, the north-western Flank, and the Tower. It is further proposed that this route be linked to the rocky sea-shore on Sliema Creek, with the reconstruction of the original steps from the Tower down to the sea, and the refurbishment of the underground facilities that existed here during the Second World War, in connection with submarine warfare.

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TIGNE' POINT

ST. LUKE GARRISON CHAPEL

24.1 The Chapel is in good condition. There is some deterioration in the lowermost courses, in the areas above the cornice, in the window columns, and in sporadic individual stones. In these areas there is also loss of mortar from the joints. There are also some patches of blackened stone or encrustations.

24.2 It is proposed to clean the stonework, and to study the possible insertion of a damp-proofing membrane to remove all sources of damp penetration. After the necessary humidity tests and salt analyses, it will be possible to identify the deteriorated stone, and the causes, and to decide which of the interventions, ranging from repair, replacement to consolidation, are appropriate. It will also be necessary to carry out cleaning and consolidation trials. The facades will be repointed with lime mortar, and possibly treated with a protective coating.

24.3 It is proposed to maintain the Chapel as a place of worship.

BARRACK BUILDINGS

25.1 The Development Brief identifies a number of buildings, forming part of the original British Barracks, which should be retained or incorporated within the Project. The relevant buildings include the School, the Regimental Institute, the Sergeant's Mess and the two South Barrack Blocks. All of these Blocks have had modern interventions, and the internal spaces are not particularly interesting; they have generally undergone major internal modifications. The stonework of the facades is generally in quite good condition, with deterioration in the lowermost and uppermost courses and cornices, and some patches of damp and subsequent mould growth. The facades have some localised cement pointing, and some cement render, as well as blackened areas that are probably due to dirt deposition. In the facades, there are areas that have been painted, particularly the columns. It is felt that the interesting features of these buildings are limited to their main facades.

25.2 It is being proposed that the facades of the more interesting Barrack Buildings dismantled, and re-erected in another part of the development, to form a "typical" pedestrian street within a 19th century Barracks. The Barracks buildings facing South, including the colonnaded facades, will be reconstructed along the south-facing edge of the new Football pitch, using the reconstructed volumes to accommodate sports facilities and shops. These blocks will be, as much as possible, recovered in toto, that is using the original beams, stone slabs etc..

25.3 The facades of the north-facing Barracks buildings, including the Regimental Institute (inc. Clock Tower), and the School and Sergeants' Mess would be dismantled and reconstructed, to front a setback residential block, and accommodate further sports and cultural facilities. The reconstruction of the Barracks buildings would be used to obtain a visual continuity with the older part of Tigne', particularly with the Holiday Inn development and Cambridge Battery, via the square that accommodates the Garrison Chapel. This square will be re-paved and recovered to form one end of the new "Barracks Street".

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Appendix III - Maps

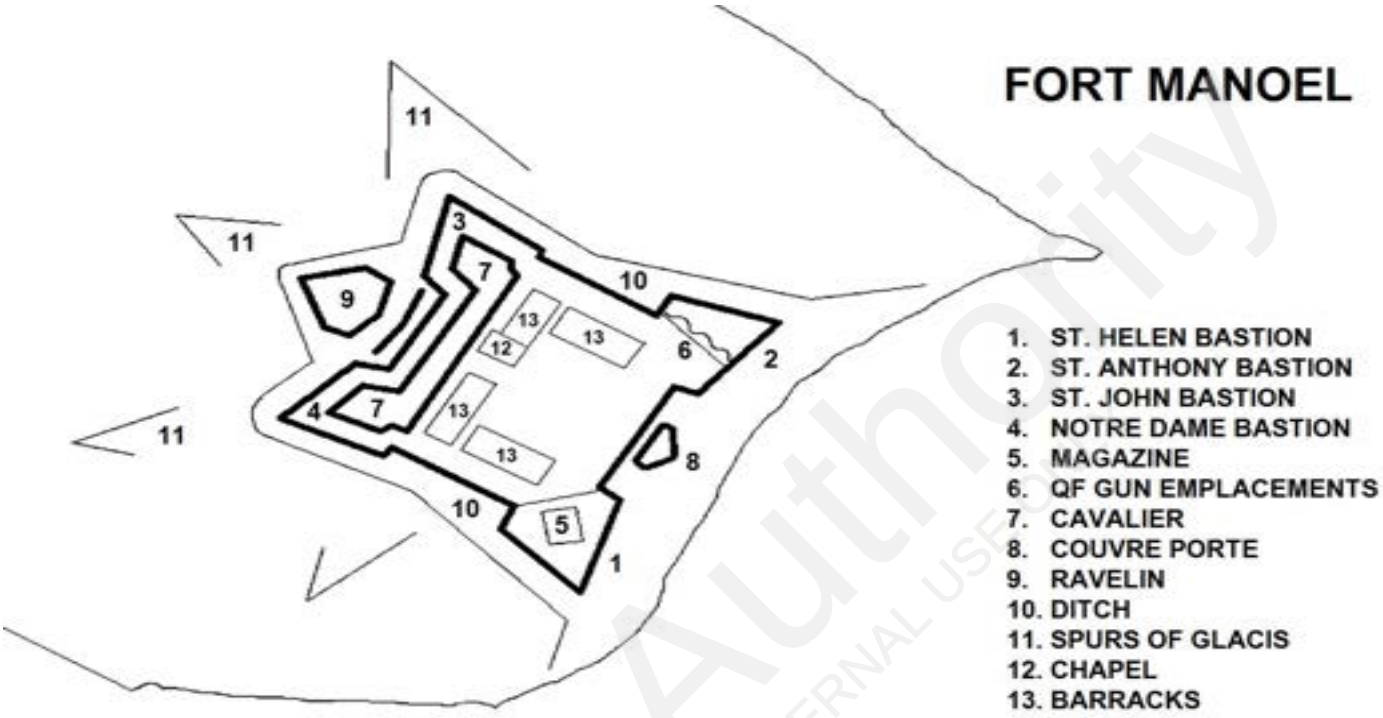


Figure 1 - Map of Fort Manoel

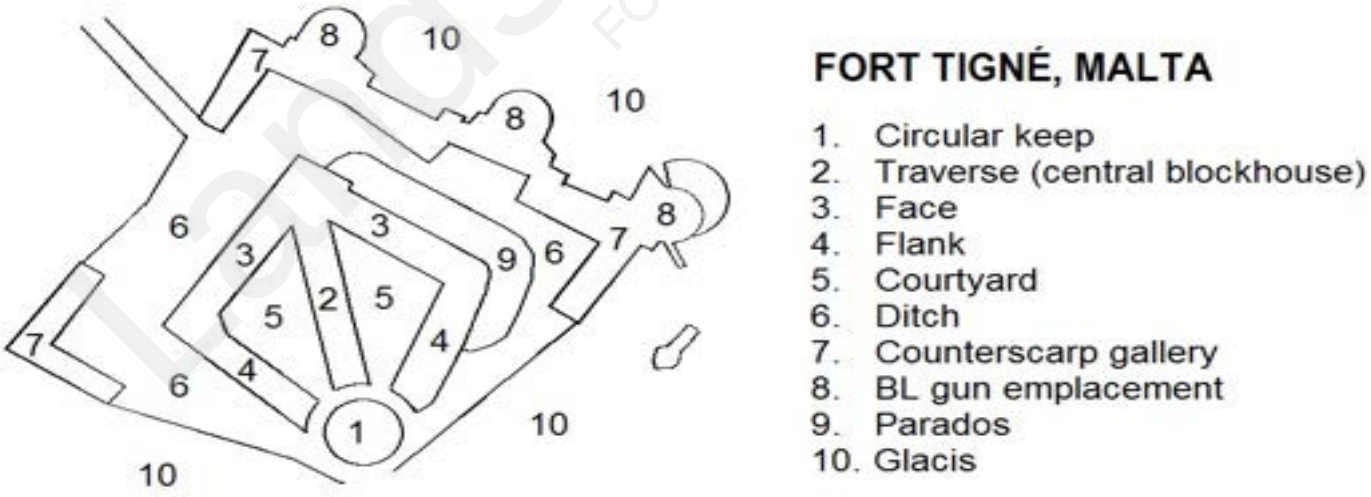


Figure 2 - Map of Fort Tigné

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Assessment of restoration interventions carried out at

Fort Manoel and Fort Tigné

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report prepared for

Alecta Advisors

by



Dr. Hermann Bonnici

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Introduction

I, the undersigned, have been instructed by Alecta Advisors to report on the restoration and conservation interventions carried out on Fort Manoel, Gzira, and Fort Tignè, Sliema, by MIDI plc, and to establish whether the conditions imposed by the authorities, particularly Article Nine of the agreement – Restoration Phasing and Obligations – have been complied with.

Article Nine - Restoration Phasing and Obligations

9.1 The Emphyteuta undertakes to carry out the restoration works specified in and in accordance with the Heritage Studies Report approved with the outline development permit attached as Schedule Fourteen (14).

9.2 The restoration works with respect to Fort Manoel mentioned in the said Heritage Studies Report shall commence and be substantially completed as specified hereunder:

9.2.1 the cleaning of the ditch and restoration of the parade ground and of the structures within the Fort shall commence by not later than one (1) year from the date of issue of the relative Full Development Permit (not being one subject to appeal or reconsideration) and any other necessary permits and authorisations and shall be substantially completed by not later than five (5) years from the said date;

9.2.2 all remaining works, including the restoration of the bastion walls and parapets, shall commence by not later than six (6) years from the date of issue of the relative Full Development Permit (not being one subject to appeal or reconsideration) and any other necessary permits and authorisations and shall be substantially completed by not later than ten (10) years from the said date.

The Emphyteuta shall apply for the relative Full Development Permit and all necessary permits and authorisations referred to in paragraphs one and two of this Sub-Article Two of Article Nine (9.2.1 and 9.2.2) by not later than one (1) years from the date of signing of this Deed.

9.3 The restoration works with respect to each site listed in Sub-Article Three of Article Two (2.3), other than Fort Manoel, shall be substantially completed together with the phase in which the site is comprised as shown in Schedule Fifteen (15) and Schedule Sixteen (16).

9.4 Any works necessary to prevent further deterioration of the sites listed in Sub-Article Three of Article Two (2.3) shall commence within six (6) months, and shall be carried out by not later than two (2) years, from the date of signing of this Deed.

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9.5 In the event that the Emphyteuta fails to carry out the works as specified and within the time periods specified in Sub-Article Three of Article Nine (9.3) and Sub-Article Four of Article Nine (9.4), the Emphyteuta shall be liable to pay to the Grantor the sum of one hunDr.ed Maltese liri (Lm100) per day for mere delay and if such delay lasts for more than six (6) months the Grantor shall be entitled to carry out such works at the Emphyteuta's expense.

9.6 Following substantial completion of the restoration works, the Emphyteuta shall be bound to carry out any works for actual completion within one (1) year commencing from the date on which substantial completion was agreed to take place failing which the Grantor shall be entitled to carry our such works at the Emphyteuta's expense.

9.7 For the purposes of this Article Nine (9), "substantial completion" means completion of eighty five per cent (85%) of the relevant restoration works.

The outline development permit annexed as schedule fourteen to the above-mentioned agreement stipulates that the following works are to be carried out on Fort Manoel and Fort Tignè in particular.

Fort Manoel

Ditch and surrounds

1.1 The Ditch will be cleared of all accretions, and accumulated rubble, and the natural rock bed exposed. The Ditch walls will be cleared of loose rock, and the surfaces consolidated. The landscaping philosophy in the Ditch will respect its basically hard character, but will encourage the development of the Ditch as a leisure pedestrian route, as well as limited vehicular access to the activities within the Fort.

1.2 The countemines accessible from the Ditch will be opened up, cleaned and cleared of all rubble. The stairs from the Ditch will be reinstated in Coralline stone, or recovered from the rock, where this is possible. The Caponiers will be remodelled and reinstated to their original form, and the Place of Arms cleared of rubble and vegetation, with its floor reverted to its original level.

1.3 The Glacis will be reinstated and cleared of all accretions and rubble. As far as possible, the surrounding slopes, particularly those facing north, will be cleared of all buildings and other accretions, so that the original appearance of the Fortifications may be recovered.

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Landfront Bastion and Ravelin

2.1 The Bastion walls and the Ravelin are built- directly on the Globigerina rock, from blocks cut from the same site. In most situations, in fact, the walls consist of the exposed cut rock face, with the actual construction being only five to six courses high, over a cornice.

2.2 The wall faces exhibit areas of severe deterioration, including alveolar weathering, powdering, and flaking, and other mechanical damage. This deterioration is more marked towards the sea front, where spalling also occurs. The walls exhibit loose or missing stones, joints that have lost their mortar pointing, joints that have been pointed with cement mortar, as well as localised shrapnel damage and graffiti. There is widespread growth of higher plants.

2.3 Before finalising the appropriate restoration programme, it is necessary to make a number of scientific tests, to establish salt content, and to establish the efficacy of consolidation and protective coating treatments. In general, the restoration works will involve the clearing and disinfestation of all higher plants, the removal of cement pointing, the sealing of fissures, the repair or replacement or consolidation of deteriorated stone, (the replacement carried out using Globigerina limestone excavated from the site itself), the re-pointing with lime-mortar, and, in some instances, the application of protective coatings.

Seaward Bastion and Main Gate

3.1 The Bastion is constructed of Globigerina limestone, whilst the Gate contains Globigerina, and Coralline Limestone, and a Marble inscription.

3.2 The Bastion Walls show widespread deterioration of stone, including alveolar weathering, powdering, flaking and other mechanical damage, as well as missing stones, loss of joint mortar, patches• of cement rendering, and other damaging interventions. There is a widespread growth of higher plants. There are also some rusting pipes attached to the wall.

3.3 The Globigerina limestone in the Gate exhibits deterioration in the lower six courses, and powdering of the decorative and other elements at the top, especially beneath the cornice. It also exhibits localised cracking and reddened stone, (possibly from shrapnel damage). The Coralline limestone is in reasonably good condition, although there have been some cement repairs. The spirals at the top have, in fact, been completely replaced in cement, and the replaced parts show severe cracking caused (…) the rusting of the iron inserts. There is also loss of mortar, and widespread weeds. (…) is finally a certain amount of black crust, in the sheltered areas at the top.

3.4 Prior to the definitive restoration programme, it will be necessary to carry out salt analyses, and to make trials of the cleaning procedures, the consolidants, and protective coatings. A more detailed survey of the whole gate will also be necessary.

3.5 In general, the proposed works for the seaward Bastion consist of the removal of the cement facing, the removal of the pipes, the disinfestation of the higher plants, the repair, replacement or consolidation of deterlorated stone, the repointing with lime mortar, and possibly the application of a protective coating. For

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the Gate, it is proposed to remove the iron inserts, and all cement repairs and additions, to replace these repairs with Coralline limestone, to clean the blackened areas, to disinfest the weeds, to repair, replace or consolidate the deteriorated stone, to repoint with lime mortar, and possibly to apply a protective coating. In general, ashlar or flat surfaces will be reinstated by replacement of the deteriorated stone with new stone, whilst stone features and buildings will, as far as possible, not be replaced but consolidated. The "reproduction" of features of which no original remains will, in general, be avoided.

Parade Ground and Casement

4.1 The parapet walls of the Bastions and Curtain walls will be repaired, walled-up embrasures opened, and damaged portions reinstated. The alien constructions on the Cavaliers will be removed, and the parapet stonework and embrasures repaired. The stairs leading to the top of the Cavaliers from the parade ground will be cleared of vegetation, repaired and restored. The flagstone floor on the Cavaliers will be repaired and restored. The Gun Platforms (to tlie North and on St. Anthony Bastion), and the Gun Emplacements (on both seaward Bastions), dating from the nineteenth century and Second World War respectively, will be cleaned up and retained. The Parade Ground will be re-laid, and all tree-pits removed. The bridge at the rear of the Fort will be rehabilitated and retained.

4.2 The Casement (Cavaliers and Inner Curtain) consists of high masonry barrel vaults, built of Globigerina limestone. Under each Cavalier there is a main vault, approximately 29.5m long by 5.4m wide, connected to four transverse secondary vaults, each approximately 4.2m by 12m. The Inner Curtain wall consists of eleven vaults each 5m by 10m. The vaults under the Cavaliers are generally sound, although the entrances to the main vaults have been remodelled or blocked up. Four of the vaults of the Inner Curtain wall are structurally sound, whilst four others are partially demolished. The other three were completely destroyed during the Second World War, and replaced by an alien construction.

4.3 The stonework exhibits severe deterioration-in many locations, particularly in the exposed courses at the top. There is thick cement rendering over most of the upper stonework. There is considerable loss of mortar from joints, as well as reddened, cracked and spaling stone, caused by localised fire damage. Prior to the definitive restoration programme it will be necessary to carry out humidity tests, and salt analyses in the walls, and to carry out trials for grouting, consolidation and protective coatings. The restoration works will include the removal of the cement rendering and other coatings, the repair, replacement or consolidation of deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating.

4.4 The alien replacement building will be. demolished and the missing casement vaults re-instated, and the damaged ones repaired. Any alterations in the apertures will be restored to their original form. Doors and windows will be replaced using timber, using traditional designs. The original connections between the vaults will be opened up where possible. The internal stonework will be scraped of all paint or plaster coatings, and cleaned. Hard stone paving will be installed or repaired where still existing. The steps leading from the middle vault to the ditch will be opened up, cleaned, repaired and restored.

4.5 The stonework of the Polverista on St. Helen's bastion will be repaired and cleaned. The recent sanitary fixtures and pipework on the outside will be removed, the cement floor tiles removed and replaced by flagstones, and the door and windows replaced by wooden apertures.

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4.6 The two large water cisterns underneath the Parade Ground will be restored and recovered for use as a water reservoir. The Entrance Guard Rooms, which will be retained as a Restaurant, using the existing sea front terrace. The Parade Ground itself will be used for open-air events, such as opera festivals. The Polverista will be developed as a Catering facility. The Casement vaults will accommodate a Fort Museum, with an accent on 17th and 18th century Fortifications and Weapons, coupled with a visitor centre, cafeteria, exhibition gallery and audio-visual centre. The Casement vaults will also accommodate a mixture of commercial and retail uses, the emphasis being on traditional crafts or art studios or workshops. The Parade Ground, Cavaliers, and Bastion perimeter will become part of a leisure-cum-tourist trail including the Ditch, the Ravelin, and parts of the Glacis.

Barrack Blocks

5.1 There are four Barrack Blocks: two oriented alongside the Chapel, and with a main elevation facing the sea to the south-east, (indicated as Blocks C and D), and two outstanding blocks facing each other across the Parade Ground, (indicated as Blocks A and B).

5.2 Blocks A and B consist- of practically identical Globigerina limestone constructions, consisting of seven two-storey modules each (approximately 9.3m by 4.2m per floor), and each faced by a two-storey high arched portico. The typical unit originally consisted of five-centred masonry diaphragm arches supporting stone slabs, over the ground floor, and masonry barrel vaults over the first floor. The original access to each unit was through the ground floor, and up through small steps, (timber?). Each Barrack Block also has a series of low rectangular out-buildings along the rear facade.

5.3 Block A, to the South of the Parade Ground, was hit during the Second World War, and subsequently reconstructed. The original construction therefore survives only in the southern four units. The remaining units have recent floor structures consisting of steel beams and concrete slabs. The overall condition of both original and replaced floors appears sound, except for the occasional cracked stone slab. The first floor vaults are, however, stained from rain water penetration.

5.4 The slab over the Portico has been replaced by a concrete slab, that is now heavily deteriorated. The stone pilasters of the Portico, which are probably not original, are also severely deteriorated. Thick cement rendering covers the lower half of the pilasters, and the deterioration extends up to four to eight courses above the top of the rendering. The arches and the top part of the Portico are in reasonably good condition. Most joints have suffered loss of mortar.

5.5 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, over approximately half the length of the facade. The side and back elevations show areas of new stone, sporadic alveolar weathering, loss of mortar from the joints, as well as cement rendering (particularly at the back), cement pointing, rusting pipes and higher plants on the roof.

5.6 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of the pipes, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the

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careful dismantling of the existing stonework, the insertion of a damp-proof membrane and the reconstruction of the lower parts of the pilasters and the re-assembly of the upper parts using the original stones. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. It is proposed that the concrete slabs over the three "damaged" units will be removed and the original masonry construction reinstated. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or replaced using traditional materials. Finally, it is proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.7 Block B, on the other side of the Parade Ground, is in similar condition, except that all original slab structures at ground and first floor survive, and are in reasonable condition. The first floor barrel vaults are, however, badly stained through rain-water penetration.

5.8 The Portico roof has been replaced with a concrete slab, which is showing signs of severe deterioration. The pilasters are covered with thick cement rendering over their lower half, (approximately fourteen courses), and severe deterioration appears in the stonework up to five courses above the top of the cement rendering. The uppermost five courses are also severely deteriorated. The cornice is deteriorated and broken in places, and some stones are missing from the southern corner. There are areas with a general loss of mortar from the joints, patches of new stone, and of cement pointing, as well as substantial quantities of higher plants.

5.9 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, whilst the top courses of the ground floor are badly deteriorated. The side and back elevations show severe deterioration up to ten courses from the ground, and sporadic deterioration right up to the top. There are areas of new stone, of loss of mortar from the joints, of cement rendering; there are also rusting Dr.ainage pipes and other iron fixtures, (including an iron ladder), attached to these facades, as well as higher plants on the upper parts of the wall and on the roof.

5.10 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials will be necessary before completing the restoration programme. The proposed works will include, the removal of the cement rendering and other coatings from the facade, the removal of the rusting iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repainting with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing structure, the insertion of a damp- proof membrane, and the reconstruction of the Portico, using as much of the original stonework as possible. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or repaired using-traditional materials. Finally, it is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.11 Block C, on the West side, consists of five modules, (approximately 9.76m by 4.27m), and three stairways. The slab construction over the ground floor consists either of two adjacent groin vaults, or in one case, of a barrel vault. The vaults appear to be in a sound condition. The slab, over three of the units at first floor, also consists of a peculiar groin vault with a flat central portion, whilst the other units are roofed over by a system

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of steel beams and stone slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico originally consisted ofan elliptical vault, whilst it is not known what the construction was over the first floor. The Portico in front of Block C is currently completely missing, except for one arch at the side. Little remains of the row of rooms at the back of the Block.

5.12 The facade of the Block has cement rendering over the ground floor, and deteriorated stone areas at first floor. The cornice is damaged or deteriorated, whilst there is general ioss of joint mortar, and a significant amount of higher plants. There are also rusting pipes attached to the wall. There is cement rendering over most of the ground floor side and back elevations, as well as cement pointing, loss of joint mortar, and stone deterioration. The first floor side and back elevations are in reasonably good condition. Other rusting pipes are affixed to these facades.

5.13 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of cement pointing, the removal of rusting pipes, the removal of the -higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. It is proposed that the Portico will be reconstructed to its original form. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.14 Block D, on the East side, consists of four modules, (approximately 9.76m by 4.27m), and two stairways. The slab construction over the ground floor consists of two adjacent groin vaults, which appear to be in a sound condition. The slab over the first floor consists of a system of steel beams and concrete slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico consists of an elliptical masonry vault, whilst the first floor is roofed over by a concrete slab, which is severely deteriorated. Nothing remains of the row of rooms that probably existed at the back of the Block.

5.15 The Portico pilasters have thick cement rendering at ground floor level. There is some severe deterioration at the springing of the arches of two pilasters that are not completely rendered. There is also loss of mortar in the stonework at ground floor. The first floor appears to be in better condition.

5.16 The facade of the Block shows some deterioration at ground floor, and loss of mortar from the joints. The side elevation is in reasonably good condition. The back elevation has cement rendering over most of the ground floor. There is sporadic deterioration and rendering on the back elevation at first floor, as well as loss of joint mortar, higher plants, and rusting pipes and iron fixtures attached to the surface.

5.17 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of rusting pipes and iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repainting with lime mortar, and possibly the application of a protective coating. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using

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traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

5.18 It is proposed that Blocks A and B will be utilised for residential use, providing fourteen duplex units, with external and roof terraces. Block C is proposed for a mix of commercial or office use, whilst Block D is proposed as a restaurant.

Chapel of St Anthony

6.1 The Chapel was badly damaged during the Second World War, and practically only the facade, and part.of one of the side walls still stands. The facade is completely unsupported at the West edge, and partly supported at the other edge - the junction with Block D is characterised by a fairly large vertical crack, which has been accentuated by ingress of water over the years. The facade has missing courses at the top and left comer, due to war damage. The statues that once graced its niches are also missing, although one pedestal still remains, and is in relatively good condition. The facade stonework exhibits deterioration up to about six to seven courses above ground, however, the decorative stone is mostly in good condition. Parts of the trophy-of-arms are missing, and there is also some deterioration on the figures and central shield. The facade has considerable loss of joint mortar, and some cement rendering, particularly over the lowermost courses.

6.2 The West side and back of the Chapel are missing, except for some courses that outline the footprint of the Chapel. The East side, which abuts against Block D, partially survives, and, in general, the decorative elements in the apses in the surviving portion are in a good condition, as are the elements on the inside of the façade wall.

6.3 The Development Brief suggested that the Chapel should be reconstructed, but it is felt that, in reality, few details exist of the missing portions. In any case, the validity of a complete reconstruction of the Chapel is extremely doubtful. The quality of the decorative stonework cannot be matched, and the reconstruction of the inside decorations, which, on the missing walls, are the most important features, would have to be completely conjectural. Current restoration philosophy militates strongly against the creation of "false" reconstruction, because this will detract from the value of what is original and which survives. Nonetheless, the front and side elevation should be reconstructed in order to complete the visual impression of the Fort itself.

6.4 On the basis of this approach, it is proposed to consolidate the surviving facade, and remove any possible structural danger. This will be done by pinning and doweling, using hidden stainless steel pins and epoxy resins, such that the intervention be as invisible as possible. The existing decorative features will be consolidated and protected, and measures taken to protect the structure from an excessive exposure to rain-water, and particularly from water penetration into the joints and top courses of the stonework. The remaining stonework will be cleaned up, consolidated where possible, and similarly protected. The missing parts of the elevation will be reconstructed, whilst the side and rear elevation will be re- interpreted. The access to the crypt will be cleaned up, and the crypt opened up as an exhibition room on the history of the Chapel.

6.5 Humidity tests and salt analyses, well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering, the repair, replacement and consolidation of the deteriorated stonework, the consolidation (rather

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than replacement) of the decorative stonework, the re- pointing with lime mortar and the application of an appropriate protective coating

Fort Tignè

Tower

21.1 The Tower is a two-storey structure dominating visually and physically the whole of the Fort. It is in a good state of repair, but it was not possible to examine the state of the roof slabs, because of the timber lining that is part of the interior decoration of the current use. The facade exhibits sporadic deterioration, including alveolar weathering, powdering and flaking, especially in the upper six courses. Some stones in the cornice are broken, and some stones have extensive cement coatings. The main doorway also has significant cement rendering. There is some loss of mortar from the joints all over the facade, with some areas of cement repainting. The elevation has a number of redundant wires, pipes and metal fixtures.

21.2 As recommended in the Brief, all reinforced concrete ceilings will be removed and replaced by masonry vaulted ceilings. The concrete and tiled floors will also be taken up, and replaced by flagstones. It is proposed that the Tower be included in the heritage route described in 23.5 below.

Flanks and Barrack Block

22.1 There are four Flanks, forming a quaDr.angle, which is, in tum, divided into two by the Barrack Block. All Blocks appear to have undergone significant changes to their elevations. It is likely, in fact, that the current stonework is a lining in front of the original nineteenth century construction. None of the Flanks have any embrasures left.

22.2 The structure of the Barrack Block is basically a long masonry vault, with intermediate partitions. All three elevations of the Barrack Block have been modified. The available Dr.awings show that the original entrances were arched openings, whilst the rest of the wall was fitted with musketry loopholes. Only a couple such loopholes can be traced on the existing facade. The stonework itself is in reasonably good condition. There is localised fire damage, with reddened and blackened surfaces, and extensive areas of cement pointing. There is also a marked presence of higher plants.

22.3 The first Flank to the left of the Tower consists of a long and narrow barrel vault, with practically all of the original musketry loopholes remaining. The short elevation, facing the Tower, has obviously been extensively remodelled. The embrasures on the roof have also been removed, although the outline of such embrasures is still visible. The external stonework shows some deterioration, and some cement repainting. There are numerous higher plants, as well as rusting iron inserts.

22.4 The second Flank, on the left side of the Barrack Block has been partially demolished, and rebuilt using reinforced concrete slabs and steel beams. Only three of the original vaulted spaces remain, generally in

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good condition. The facade facing the quaDr.angle has been completely remodelled, however, with alien doors and windows inserted. The condition of the stonework is similar to that of the Barrack Block, but most of it is recent. The rear elevation was not accessible, because of the Reverse Osmosis Plant that occupies this part of the Ditch.

22.5 The Flanks to the right are similar in condition. The first Flank consists of a maze of masonry vaults, in relatively sound condition, with extensive signs of fire damage and other vandalism. The arched openings that appear on the elevation have been blocked up; the wall blocking the last vault before the rear Flank is in very poor condition. The facades show similar levels of deterioration. including powdering and flaking, as on the Barrack Block. There is extensive cement repointing, and loss of mortar from the joints. There are localised cracked stones, and a number of rusting metal inserts. There is a considerable presence of higher plants.

22.6 The subsequent Flank consists of a series of barrel vaults, that are in sound structural condition. The elevations appear, once again, to have been extensively remodelled. The condition of the facade stonework is similar to the previous Flank.

22.7 It is proposed that a proper series of tests be carried out to establish the condition of the facade walls, and of any walls that may exist behind. The tests will include humidity measurements, salt analyses, cleaning trials (for the soot and the graffiti), grouting trials, (for the cracked stones), and protective coating trials. All cement pointing and rendering will eventually be removed. All sources of damp penetration will be removed, possibly through the insertion of a damp proofing membrane. New facings will be removed, and blocked up vaults or archways opened. The existing openings have to be remodelled to provide a more appropriate appearance, and to allow a more varied re-use of the internal spaces, which are, after all, more interesting. The modem modification to the north-western Flank will be dismantled and reconstructed using the original construction system. The damaged stones will be identified, and appropriate repair, replacement or consolidation carried out. The whole of the facades will be cleaned, disinfested of the higher plants, repointed using lime mortar, and possibly treated with a protective coating.

22.8 The floor of the two Courtyards is overlain by a variety of concrete pavements. It is proposed to remove all such layers, and to recover the original level of the Courtyards. The Courtyards would then be re-paved using flagstones.

22.9 It is proposed that the Flanks and Barrack Block accommodate a mixture of (…) and catering facilities. The Courtyards would be given a new lease of life as the (…) of a series of craft or art shops, with interspersed restaurants and bars.

<u>Counterscarp Galleries and Ditch</u>

23. I There are three sets of Counterscarp Galleries, in each of the three outer comers of the Ditch surrounding the Flanks, (the fourth comer being the Tower). The construction of these Galleries is similar, consisting of masonry barrel vaults, which are in sound condition. Practically all of them have been vandalised and burned out, except for the Gallery that has been absorbed within the Reverse Osmosis Plant. In general, the elevations of the Galleries are in reasonably good condition, with circumscribed areas of powdering and flaking, but with some areas of thick cement rendering over the lower courses. There are areas of cement pointing, numerous graffiti, iron inserts, and higher plants.

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23.2 The northern Gallery accommodates some interesting Second World War gunnery machinery whilst the north-eastern Gallery connects, or abuts, to concrete bunkers underlying the Coastal Gun Emplacements. In the case of the north- ea5tern Gallery it is possible to speculate that some of the underground galleries that burrow towards the south-eastern edge date from the nineteenth century.

23.3 The north-eastern portion of the Ditch is completely occupied by the Reverse Osmosis Plant. The north-eastern back of the Flanks carries an earth embankment that partially fills the Ditch on the north-eastern comer.

23.4 The outer ring around the Ditch accommodates a number of reinforced concrete structures from the Second World War, including three Coastal Gun Emplacements facing north, and the remnants of a fourth one facing east. There is considerable damage to the concrete, particularly where there are steel inserts or elements. The structures are extensively vandalised, and covered with graffiti.

23.5 It is proposed that the Counterscarp Galleries be restored in a similar fashion to the Flanks and Barrack Block, as outlined in 22.7 above. The original level of the Ditch will be recovered, and the surface paved with flagstones. The more recent construction, adjacent to the north Counterscarp Gallery, will be demolished. The embankment against the Flanks will not be removed, but will be landscaped. The whole of the Reverse Osmosis Plant will be removed, and the Ditch recovered.

23.6 The reinforced concrete Gun Emplacements will be repaired and integrated into an upper promenade, overlooking the Ritch on one side, and the sea on the other. The underground bunkers, and the machinery will also be cleaned up and repaired, and integrated into a lower Heritage route that will include the three Counterscarp Galleries, the north-western Flank, and the Tower. It is further proposed that this route be linked to the rocky sea-shore on Sliema Creek, with the reconstruction of the original steps from the Tower down to the sea, and the refurbishment of the underground facilities that existed here during the Second World War, in connection with submarine warfare.

Fort Manoel was inspected on April 16, and May 26, 2024 while Fort Tignè was inspected on April 19, 2024. MIDI plc provided photographs of ongoing restoration works on the outer works of Fort Manoel and a few selected photographs of Fort Tignè before the restoration works were initiated and a selected few after the works were completed.

Declaration

I, the undersigned, declare that I was personally involved as an architectural conservation expert in the restoration works of Fort Manoel carried out by J&C Farrugia Ltd and Vaults Co. Ltd. The works I was involved in were executed through the following contracts: C026 (Restoration works at Fort Manoel: FM1 Polverista, Gun Emplacements, Part of Parade Ground, Casemates Block E), M003 (Restoration of Barrack Block B), M004 (Restoration of Barrack Blocks A, C, and D), M005 (Restoration of the Seaward Bastion and Main Gate), and M006 (Restoration of St. Anthony's Chapel). The consultancy work was assigned to me by J&C Farrugia Ltd and Vaults Co. Ltd, and I was never directly employed or paid for my services by MIDI plc.

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Fort Manoel



Figure 1: Aerial view of Fort Manoel. (Source: https://pamapserver.pa.org.mt/)

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From the information provided, it could be deduced that the conservation/ restoration/ rehabilitation works on Fort Manoel were carried out through eleven contracts assigned to the following Contractors:

1. Dolphin Industrial Services
    a. Contract M008 – FM4 – Package D – Timber, Steel and Glazed Apertures and SunDr.ies

2. Halmann Vella Ltd
    a. Contract M007 – FM4 – Package A & C – Ground works and Installation of Services (Package A) and Paving Works (Package C)

3. J&C Farrugia Ltd
    a. Contract C026 – FM1 - Restoration works at Fort Manoel: Polverista, Gun Emplacements, Part of Parade Ground, Casemates Block E

4. MC Restauri
    a. Contract M013a – MFor-2 Fort Manoel Phase 2 – Restoration of the Counterscarps

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5. Polidano Group Ltd
    a. Quotation for concreting works at parade square, Fort Manoel

6. Vassallo Builder Ltd
    a. Emergency Intervention Works at Fort Manoel

7. Vaults Co. Ltd
    a. Contract M003 – FM 3 - Restoration of Barrack Block B
    b. Contract M004 – FM 3 - Restoration of Barrack Blocks A, C, and D
    c. Contract M005 – FM 4 - Restoration of the Seaward Bastion and Main Gate
    d. Contract M006 – FM 5 - Restoration of St. Anthony's Chapel
    e. Contract M013b - MFor-2 Fort Manoel Phase 2 – Restoration of the Counterscarps

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Fort Manoel - Observations

Ditch and surrounds

1.1 The Ditch will be cleared of all accretions, and accumulated rubble, and the natural rock bed exposed. The Ditch walls will be cleared of loose rock, and the surfaces consolidated. The landscaping philosophy in the Ditch will respect its basically hard character, but will encourage the development of the Ditch as a leisure pedestrian route, as well as limited vehicular access to the activities within the Fort.



Figure 2: Extent of ditch outlined in red (Source: https://pamapserver.pa.org.mt/)

Observations:

The ditch has been cleared of all accretions and accumulated rubble, and the natural rock bed has been exposed. The counterscarp of the ditch and the faces of the bastions ("ditch walls") have been restored. No particular landscaping intervention was observed in the ditch. It is also to be noted that little or no maintenance has been carried out since the restoration works were completed. As a consequence, much of the work has been undone, with the stone exhibiting signs of deterioration in the form of open joints, powdering, and exfoliation. Weeds have also started growing on the exposed faces of the bastion walls and the counterscarp. Likewise, weeds and, in some areas, trees have started growing in the ditch.

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Figure 3: The state of the ditch as of 18th July 2009 (Source: Dr. Hermann Bonnici)



Figure 4: The state of the ditch as of 18th July 2009 (Source: Dr. Hermann Bonnici)

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Figure 5: The state of the ditch as of 18th July 2009 (Source: Dr. Hermann Bonnici)



Figure 6: The state of the ditch as of 18th July 2009 (Source: Dr. Hermann Bonnici)

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Figure 7: Cleaning works in progress in August 2009 (Source: Dr. Hermann Bonnici)



Figure 8: Cleaning works in progress in September 2009 (Source: Dr. Hermann Bonnici)

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Figure 9: Cleaning works in progress in November 2009 (Source: Dr. Hermann Bonnici)



Figure 10: Cleaning works in progress in November 2009 (Source: Dr. Hermann Bonnici)

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Figure 11: The state of the ditch as of 16th April 2024 (Source: Dr. Hermann Bonnici)



Figure 12: The state of the ditch as of 16th April 2024 (Source: Dr. Hermann Bonnici)

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Figure 13: The state of the ditch as of 16th April 2024 (Source: Dr. Hermann Bonnici)



Figure 14: The state of the ditch as of 16th April 2024 (Source: Dr. Hermann Bonnici)

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1.2 The countermines accessible from the Ditch will be opened up, cleaned and cleared of all rubble. The stairs from the Ditch will be reinstated in Coralline stone, or recovered from the rock, where this is possible. The Caponiers will be remodelled and reinstated to their original form, and the Place of Arms cleared of rubble and vegetation, with its floor reverted to its original level.

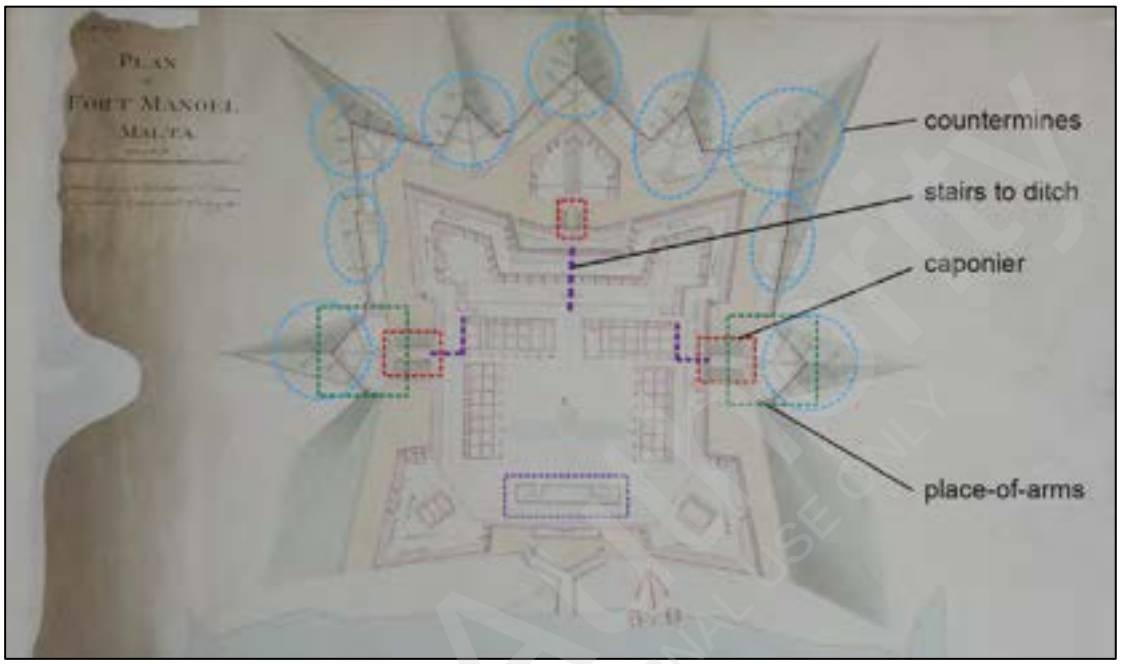


Figure 15: Record plan of Fort Manoel dated 1811 showing the different components. (Source: The National Archives UK MPH 1/483)

Observations:

Countermines are underground tunnels constructed as a defensive measure against enemy mining operations. The primary purpose of these countermines is to intercept and neutralise the tunnels dug by besieging forces, who aim to undermine the fortifications and cause their collapse. The countermines are accessible from the ditch. Their openings were cleared of rubble and material when the ditch was being cleaned, but it could not be confirmed whether any works were actually carried out in the tunnels themselves. Access to the ditch from the parade ground has been restored. The stairs leading down from the fort to the ditch have been cleared and rendered functional again. The land front caponier, mainly rock-hewn, was cleared of rubble, and its material fabric was restored. The caponiers on the flanks of the fort were partially exposed but largely left covered by rubble. The traverses on the covertway were restored, but the two *pas de souris* leading up to the covertways, the covertways and the two places-of-arms have seen little to no intervention.

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Figure 16: An opening to a countermine exposed when the ditch was being cleared in August 2009. (Source: Dr. Hermann Bonnici)



Figure 17: An opening to one of the countermines under the place-of-arms as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 18: The blocked-up stairs to the ditch in August 2009. (Source: Dr. Hermann Bonnici)



Figure 19: The restored stairs leading down to the ditch as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 20: The land front caponier as of August, 2009 before it was cleaned. (Source Dr. Hermann Bonnici)



Figure 21: The land front caponier as of August, 2009 before it was cleaned. (Source Dr. Hermann Bonnici)

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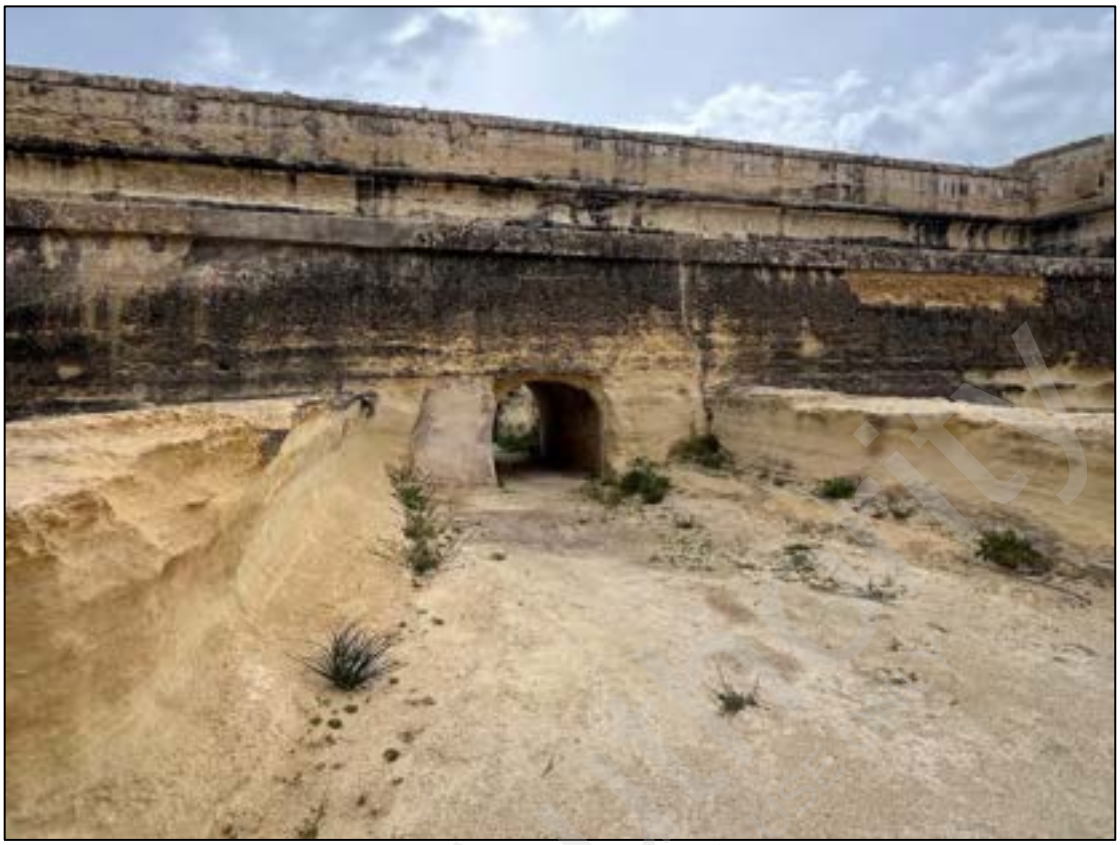


Figure 22: The restored land front caponier as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 23: The restored land front caponier as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 24: Partly excavated caponier in the ditch (Curtain wall between St. Anthony's Bastion and St. John's Bastion) as of 26th May, 2024. (Source: Dr. Hermann Bonnici)



Figure 25: The place-of-arms facing the curtain wall between St. Anthony's Bastion and St. John's Bastion as of 26th May, 2024. Little to no work was carried out in this area. (Source: Dr. Hermann Bonnici)

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Figure 26: The caponier in the ditch in front of the curtain wall between St. Helen's Bastion and Notre Dame's Bastion as of 26th May, 2024. It is largely covered by rubble. (Source: Dr. Hermann Bonnici)



Figure 27: The place-of-arms facing the curtain wall between St. Helen's Bastion and Notre Dame's Bastion as of 26th May, 2024. Little to no work was carried out in this area. The pas de souris was not restored. (Source: Dr. Hermann Bonnici)

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1.3 The Glacis will be reinstated and cleared of all accretions and rubble. As far as possible, the surrounding slopes, particularly those facing north, will be cleared of all buildings and other accretions, so that the original appearance of the Fortifications may be recovered.

Observations:

The aerial photos available on the Planning Authority web portal, taken in 1998, 2004, 2008, 2012, 2016 and 2018 were anlaysed. The exact quantity of work is not adequately quantified or qualified in the approved method statement However, apart from the restoration of the traverses on the covertway, no substantial works appear to have been carried out. Discarded building material can be observed on the glacis, and the parapet wall of the covertway is largely in ruins.



Figure 28: Aerial view of Fort Manoel showing the glacis in 2018. (Source: https://pamapserver.pa.org.mt/)

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Figure 29: The covert way/ glacis opposite St John Bastion and the parapet of the covertway in the background as of 26th May, 2024. (Source: Dr. Hermann Bonnici)



Figure 30: The traverse on the covert way opposite St John Bastion was partly restored. Photo taken on 26th May, 2024. (Source: Dr. Hermann Bonnici)

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Figure 31: Discarded building material on the glacis. Photo taken on 26th May, 2024. (Source: Dr. Hermann Bonnici)



Figure 32: Restored/ reconstructed traverse on the counterscarp facing Notre Dame Bastion. Photo taken on 26th May, 2024. (Source: Dr. Hermann Bonnici)

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Landfront Bastion and Ravelin

2.1 The Bastion walls and the Ravelin are built- directly on the Globigerina rock, from blocks cut from the same site. In most situations, in fact, the walls consist of the exposed cut rock face, with the actual construction being only five to six courses high, over a cornice.

2.2 The wall faces exhibit areas of severe deterioration, including alveolar weathering, powdering, and flaking, and other mechanical damage. This deterioration is more marked towards the sea front, where spalling also occurs. The walls exhibit loose or missing stones, joints that have lost their mortar pointing, joints that have been pointed with cement mortar, as well as localised shrapnel damage and graffiti. There is widespread growth of higher plants.

Observations:

The landfront bastions, curtains, ravelins, and counterscarps, including all exposed faces, parapet walls, superior slopes, embrasures, and merlons, were restored. However, little or no maintenance has been carried out since the completion of these restoration works. As a result, much of the restoration has been undone, with the stone showing signs of deterioration such as open joints, powdering, and exfoliation. Additionally, weeds have started growing on the exposed faces of the ramparts.



Figure 33: State of the land front bastions and counterscarp as of 31st October 2009. (Source: Dr. Hermann Bonnici)

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Figure 34: State of the land front bastions and counterscarp as of 31st October 2009. (Source: Dr. Hermann Bonnici)



Figure 35: State of the land front bastions and counterscarp as of 31st October 2009. (Source: Dr. Hermann Bonnici)

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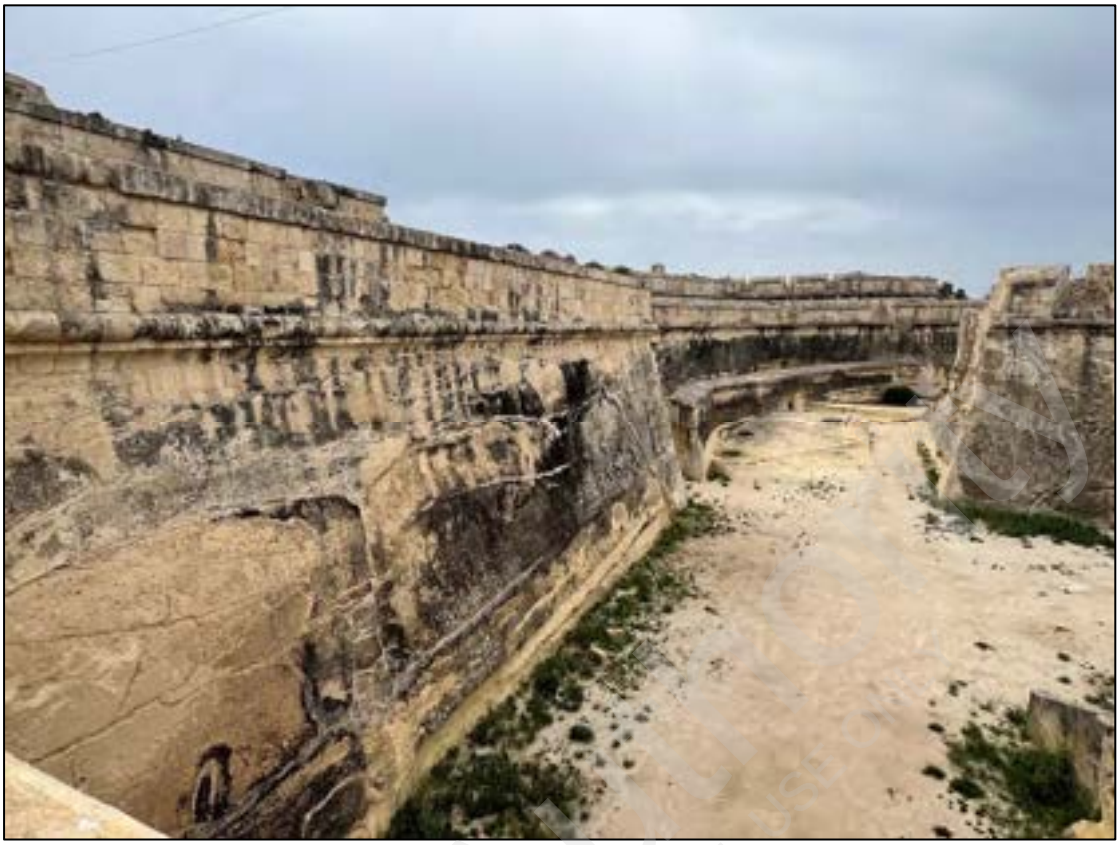


Figure 36: General view of the restored land front bastions as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 37: General view of the restored land front bastions as of 16th April, 2024. Note that the bridge is lined with temporary cladding installed for a recent film shot in the ditch. (Source: Dr. Hermann Bonnici)

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Figure 38: General view of the restored land front bastions as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

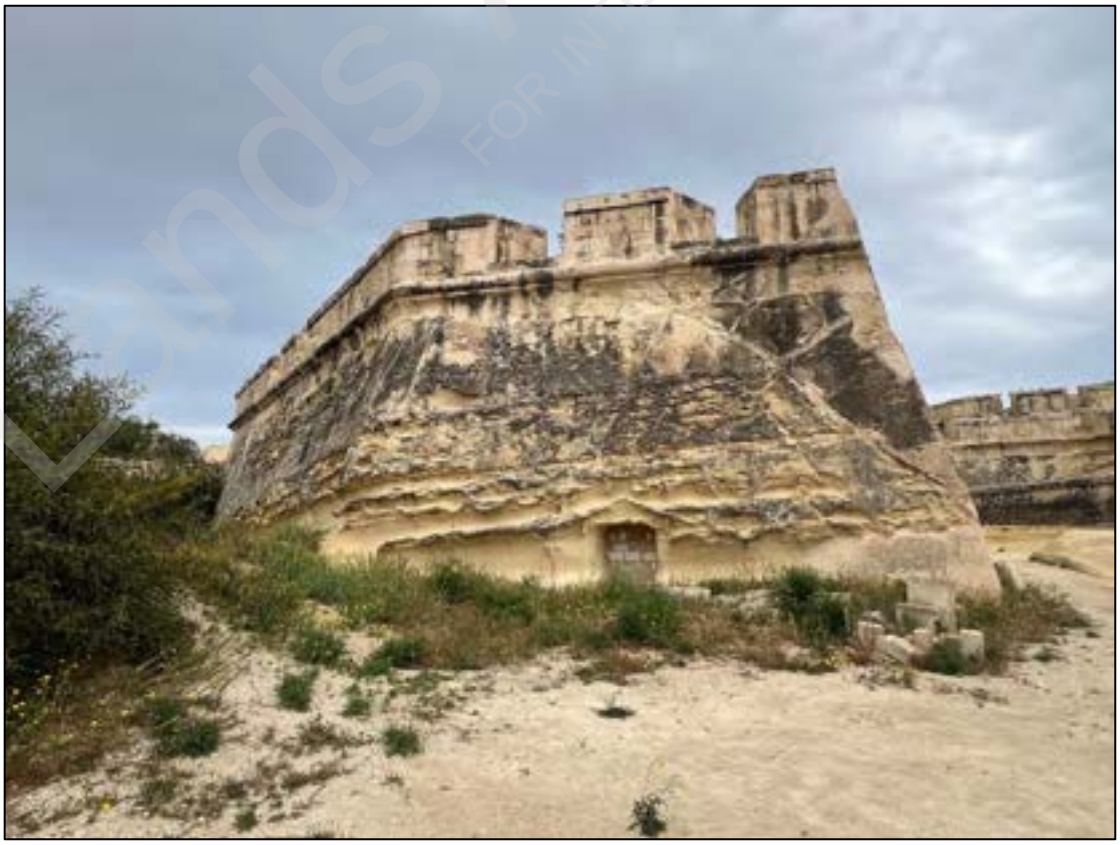


Figure 39: General view of the restored ravelin as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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2.3 Before finalising the appropriate restoration programme, it is necessary to make a number of scientific tests, to establish salt content, and to establish the efficacy of consolidation and protective coating treatments. In general, the restoration works will involve the clearing and disinfestation of all higher plants, the removal of cement pointing, the sealing of fissures, the repair or replacement or consolidation of deteriorated stone, (the replacement carried out using Globigerina limestone excavated from the site itself), the re-pointing with lime-mortar, and, in some instances, the application of protective coatings.

Observations:

From the site inspection, it can be confirmed that in general, higher plants were removed, cement pointing was replaced, and the mortar joints were repointed with lime mortar. Deteriorated masonry work was also replaced. However, the replacement stone was obtained from quarries, as it is not possible to quarry the required stone from the site due to its status as a Grade 1 scheduled property with high historic and architectural significance. Quarrying stone from the site is ethically objectionable.

Additionally, it does not appear that protective coatings were applied. Research has shown that, in the long run, protective coatings cause far more irreversible damage to masonry as they block the pore structure of the stone and impede its breathing characteristics. It is commendable that no protective coatings have been used on the fabric of the fort.

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Seaward Bastion and Main Gate

3.1 The Bastion is constructed of Globigerina limestone, whilst the Gate contains Globigerina, and Coralline Limestone, and a Marble inscription.

3.2 The Bastion Walls show widespread deterioration of stone, including alveolar weathering, powdering, flaking and other mechanical damage, as well as missing stones, loss of joint mortar, patches of cement rendering, and other damaging interventions. There is a widespread growth of higher plants. There are also some rusting pipes attached to the wall.

3.3 The Globigerina limestone in the Gate exhibits deterioration in the lower six courses, and powdering of the decorative and other elements at the top, especially beneath the cornice. It also exhibits localised cracking and reddened stone, (possibly from shrapnel damage). The Coralline limestone is in reasonably good condition, although there have been some cement repairs. The spirals at the top have, in fact, been completely replaced in cement, and the replaced parts show severe cracking caused by the rusting of the iron inserts. There is also loss of mortar, and widespread weeds. (…) is finally a certain amount of black crust, in the sheltered areas at the top.

3.4 Prior to the definitive restoration programme, it will be necessary to carry out salt analyses, and to make trials of the cleaning procedures, the consolidants, and protective coatings. A more detailed survey of the whole gate will also be necessary.

3.5 In general, the proposed works for the seaward Bastion consist of the removal of the cement facing, the removal of the pipes, the disinfestation of the higher plants, the repair, replacement or consolidation of deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. For the Gate, it is proposed to remove the iron inserts, and all cement repairs and additions, to replace these repairs with Coralline limestone, to clean the blackened areas, to disinfest the weeds, to repair, replace or consolidate the deteriorated stone, to repoint with lime mortar, and possibly to apply a protective coating. In general, ashlar or flat surfaces will be reinstated by replacement of the deteriorated stone with new stone, whilst stone features and buildings will, as far as possible, not be replaced but consolidated. The "reproduction" of features of which no original remains will, in general, be avoided.

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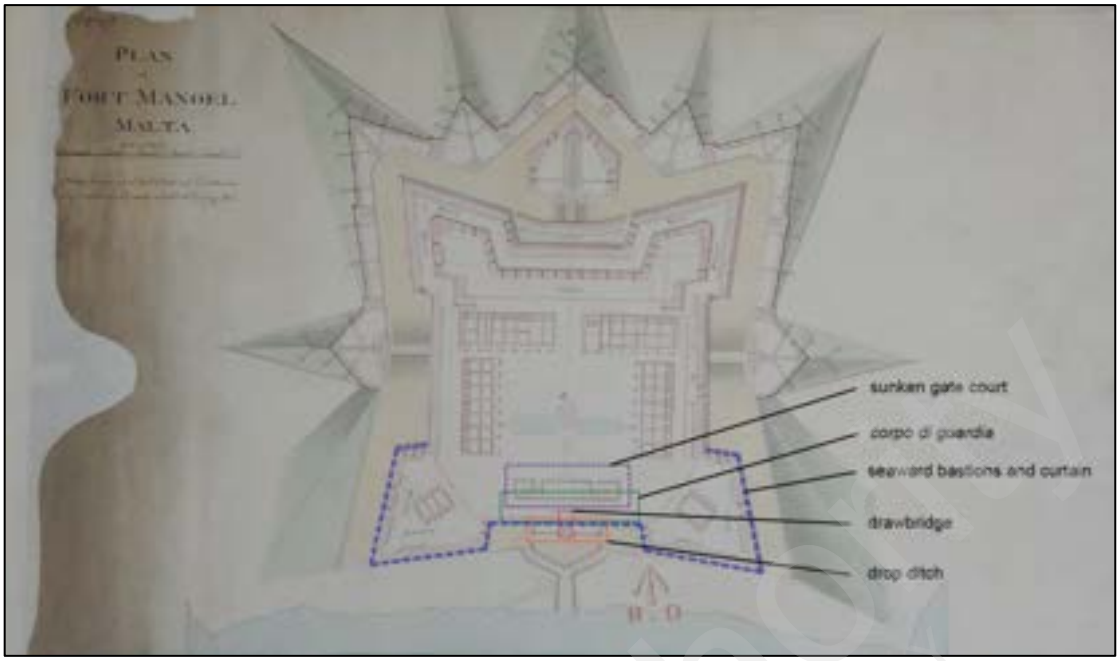


Figure 40: Record plan of Fort Manoel dated 1811 showing the different components. (Source: The National Archives UK MPH 1/483)

Observations:

The seaward bastions and curtain, including the main gate and its adjacent structures, has been restored. The accretions constructed in the sunken gate court were demolished, returning the sunken court to its original state. Additionally, accretions built in *the corpo di guardia* were removed. The Dr.op ditch in front of the main gate was cleared of material, and the masonry part of the Dr.awbridge was recuperated. Access to the fort through its original entrance has also been restored. Furthermore, a new Dr.awbridge has been recreated, enhancing the historical authenticity of the fort's entrance.

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Figure 41: Demolition of accretions in sunken gate court as of March 2009. (Source: Dr. Hermann Bonnici)



Figure 42: Demolition of accretions in sunken gate court as of March 2009. (Source: Dr. Hermann Bonnici)

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Figure 43: Demolition of accretions in sunken gate court as of March 2009. (Source: Dr. Hermann Bonnici)



Figure 44: Demolition of accretions in sunken gate court as of March 2009. (Source: Dr. Hermann Bonnici)

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Figure 45: Demolition of accretions in sunken gate court as of April 2009. (Source: Dr. Hermann Bonnici)

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Figure 46: The sunken gate court cleared of accretions as of 31st October, 2009. (Source Dr. Hermann Bonnici)



Figure 47: The initial phase of the excavation of the Dr.op ditch as of 23rd October, 2009. (Source Dr. Hermann Bonnici)

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Figure 48: The excavation of the Dr.op ditch in progress as of 23rd October, 2009. (Source Dr. Hermann Bonnici)



Figure 49: The excavation of the Dr.op ditch and unearthing of the masonry part of the Dr.awbridge as of 31st October, 2009. (Source Dr. Hermann Bonnici)

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Figure 50: The excavation of the Dr.op ditch as of 9th December, 2009. (Source Dr. Hermann Bonnici)



Figure 51: The excavation of the pit beneath the drawbridge as of 18th February, 2010. (Source: Dr. Hermann Bonnici)

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Figure 52: Reconstruction works in the sunken gate court as of 10th April, 2010. (Source: Dr. Hermann Bonnici)



Figure 53: Reconstruction works in the sunken gate court as of 10th April, 2010. (Source: Dr. Hermann Bonnici)

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Figure 54: Reconstruction works in the sunken gate court as of 24th April, 2010. (Source: Dr. Hermann Bonnici)



Figure 55: Restoration of the main gate as of late 2009. (Source: Dr. Hermann Bonnici)

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Figure 56: Restoration of the seaward curtain wall as of late 2009. (Source: Dr. Hermann Bonnici)



Figure 57: Restoration of the seaward curtain wall and St. Anthony's bastion as of late 2009. (Source: Dr. Hermann Bonnici)

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Figure 58: Restoration works in the corpo di guardia *area as of late 2009 and early 2010. (Source: Dr. Hermann Bonnici)*



Figure 59: Restoration works in the corpo di guardia *area as of late 2009 and early 2010. (Source: Dr. Hermann Bonnici)*

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Figure 60: General view of the restored sunken gate court as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 61: General view of the restored sunken gate court and the corpo di guardia *area as of 16th April, 2024. (Source: Dr. Hermann Bonnici)*

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Figure 62: General view of the restored corpo di guardia area as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 63: General view of the restored Dr.op ditch as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 64: General view of the main gate as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 65: General view of the main gate curtain and St Helen's Bastion as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 66: General view of the main gate curtain and St Anthony's Bastion as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

Parade Ground and Casement



Figure 67: Aerial view of Fort Manoel showing the principal areas to be restored. (Source: https://pamapserver.pa.org.mt/)

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4.1 The parapet walls of the Bastions and Curtain walls will be repaired, walled-up embrasures opened, and damaged portions reinstated. The alien constructions on the Cavaliers will be removed, and the parapet stonework and embrasures repaired. The stairs leading to the top of the Cavaliers from the parade ground will be cleared of vegetation, repaired and restored. The flagstone floor on the Cavaliers will be repaired and restored. The Gun Platforms (to the North and on St. Anthony Bastion), and the Gun Emplacements (on both seaward Bastions), dating from the nineteenth century and Second World War respectively, will be cleaned up and retained. The Parade Ground will be re-laid, and all tree-pits removed. The bridge at the rear of the Fort will be rehabilitated and retained.

Observations:

The parapet walls of the bastions and the curtain walls have been repaired. Embrasures that were not previously walled up for military reasons throughout the fort's history have been reopened. Alien constructions on the cavaliers were removed, and the embrasures of the cavaliers were repaired. The stairs leading up to the cavaliers were also restored. The original paving of the cavaliers was restored, and missing paving was reinstated. It can also be confirmed that the gun emplacements on the cavaliers, as well as those on St. Anthony's Bastion, were restored. A gun emplacement on St. Helen's Bastion was uncovered after the debris dumped in the sunken area of the bastion during the fort's disuse was removed.

The parade ground has been paved with natural materials. The steel bridge, introduced by the British to provide access to the fort from the land, was also restored. However, it was not possible to take photographs of the current state of the bridge as it was temporarily covered with props for a film recently shot within the fort.

It appears that since the completion of the restoration works, minimal to no maintenance has been conducted. Consequently, much of the restoration effort has been reversed, with the stone now exhibiting signs of deterioration, including open joints, powdering, and exfoliation. Moreover, weeds have begun to grow on the exposed faces of the ramparts.

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Figure 68: General view of ongoing works on the parapet wall of the curtain as of 11th September, 2007. (Source: Dr. Hermann Bonnici)



Figure 69: General view of ongoing works on the parapet wall of the curtain as of 11th September, 2007. (Source: Dr. Hermann Bonnici)

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Figure 70: General view of ongoing works on the parapet wall of the cavalier after September 2004. (Source: Dr. Hermann Bonnici)



Figure 71: General view of ongoing works on the paved platform of the cavalier after September 2004. (Source: Dr. Hermann Bonnici)

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Figure 72: General view of ongoing works on the paved platform of the cavalier after September 2004. (Source: Dr. Hermann Bonnici)



Figure 73: General view of ongoing works on the cavalier after September 2004. (Source: Dr. Hermann Bonnici)

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Figure 74: General view of ongoing works on the parapet wall behind the cavalier after September 2004. (Source: Dr. Hermann Bonnici)



Figure 75: Detail of restored parapet wall after September 2004. (Source: Dr. Hermann Bonnici)

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Figure 76: Accretions on platform behind the cavalier after September 2004. (Source: Dr. Hermann Bonnici)



Figure 77: Demolition of the accretions on platform behind the cavalier in progress after September 2004. (Source: Dr. Hermann Bonnici)

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Figure 78: Demolished accretions on platform behind the cavalier after September 2004. (Source: Dr. Hermann Bonnici)



Figure 79: New paving works on the platform of the cavalier. (Source: Dr. Hermann Bonnici)

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Figure 80: Ongoing works on the 12-pDr. quick firing battery on St. Anthony's Bastion after 2004. (Source: Dr. Hermann Bonnici)



Figure 81: Ongoing works on the 12-pDr. quick firing battery on St. Anthony's Bastion after 2004. (Source: Dr. Hermann Bonnici)

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Figure 82: Excavation works on St. Helen's Bastion to unearth the WWII gun emplacement after 2004. (Source: Dr. Hermann Bonnici)



Figure 83: WWII gun emplacement on St Helen's Bastion unearthed after 2004. (Source: Dr. Hermann Bonnici)

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Figure 84: Paving on St Helen's Bastion unearthed during the works after 2004. (Source: Dr. Hermann Bonnici)



Figure 85: Recovered gun emplacement on St Helen's Bastion as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 86: General view of the restored areas and the stairs leading to the ditch behind the barrack block as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 87: General view of the gun emplacement on St. Anthony's Bastion as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 88: General view of the restored and paved areas as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 89: General view of the paved parade ground as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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4.2 The Casement (Cavaliers and Inner Curtain) consists of high masonry barrel vaults, built of Globigerina limestone. Under each Cavalier there is a main vault, approximately 29.5m long by 5.4m wide, connected to four transverse secondary vaults, each approximately 4.2m by 12m. The Inner Curtain wall consists of eleven vaults each 5m by 10m. The vaults under the Cavaliers are generally sound, although the entrances to the main vaults have been remodelled or blocked up. Four of the vaults of the Inner Curtain wall are structurally sound, whilst four others are partially demolished. The other three were completely destroyed during the Second World War, and replaced by an alien construction.

4.3 The stonework exhibits severe deterioration-in many locations, particularly in the exposed courses at the top. There is thick cement rendering over most of the upper stonework. There is considerable loss of mortar from joints, as well as reddened, cracked and spaling stone, caused by localised fire damage. Prior to the definitive restoration programme it will be necessary to carry out humidity tests, and salt analyses in the walls, and to carry out trials for grouting, consolidation and protective coatings. The restoration works will include the removal of the cement rendering and other coatings, the repair, replacement or consolidation of deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating.

4.4 The alien replacement building will be. demolished and the missing casement vaults re-instated, and the damaged ones repaired. Any alterations in the apertures will be restored to their original form. Doors and windows will be replaced using timber, using traditional designs. The original connections between the vaults will be opened up where possible. The internal stonework will be scraped of all paint or plaster coatings, and cleaned. Hard stone paving will be installed or repaired where still existing. The steps leading from the middle vault to the ditch will be opened up, cleaned, repaired and restored.

Observations:

The alien building was demolished, and the missing casemates were reconstructed to match the original plan. Likewise, the casemates that were partly demolished by enemy action during WWII were also reconstructed. The surviving casemates were restored. In the process, thick layers of cement render were removed, the joints were opened and repointed with lime mortars, and extensively deteriorated stonework was replaced. Accretions were removed, and modified apertures were restored to their original profile. Modern steel apertures were also installed. The stairs leading down to the front caponier were reopened and reinstated as reported above.

However, it should be noted that, other than the central open vault which contains the stairs leading down to the ditch, the vaults were left unpaved. Unfortunately, as observed in other areas of the fort, minimal to no maintenance seems to have been carried out since the works were completed nearly fifteen years ago. As a result, much of the restoration work has been undone, with the stone now exhibiting signs of deterioration, including open joints, powdering, and exfoliation. Likewise, some of the metal openings have rusted.

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Figure 90: The alien post WWII building before it was demolished. Photo taken before works started in 2004. (Source: Dr. Hermann Bonnici)



Figure 91: The alien post WWII building before it was demolished. Photo taken before works started in 2004. (Source: Dr. Hermann Bonnici)

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Figure 92: The partly demolished casemates. Photo taken before works started in 2004. (Source: Dr. Hermann Bonnici)



Figure 93: The partly demolished casemates. Photo taken before works started in 2004. (Source: Dr. Hermann Bonnici)

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Figure 94: The alien post WWII building before it was demolished. Photo taken before works started in 2004. (Source: Dr. Hermann Bonnici)



Figure 95: The facades of the surviving casemates rendered with cement. Photo taken before works started in 2004. (Source: Dr. Hermann Bonnici)

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Figure 96: A partly demolished vaulted casemate before works started in 2004. Note the emergency shoring which was erected prior to the commencement of works. (Source: Dr. Hermann Bonnici)



Figure 97: One of the original casemates before works started in 2004. (Source: Dr. Hermann Bonnici)

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Figure 98: The façade of the post WWII reconstruction before it was demolished. (Source: Dr. Hermann Bonnici)



Figure 99: Typical insensitive intervention to the vaulted casemates. Photo taken before the commencement of works. (Source: Dr. Hermann Bonnici)

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Figure 100: Demolition of the post WWII reconstruction in progress. (Source: Dr. Hermann Bonnici)



Figure 101: Demolition of the post WWII reconstruction in progress. (Source: Dr. Hermann Bonnici)

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Figure 102: Preparatory works before the reconstruction of the demolished sections of the vaulted casemates could commence. (Source: Dr. Hermann Bonnici)



Figure 103: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)

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Figure 104: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)



Figure 105: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)

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Figure 106: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)



Figure 107: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)

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Figure 108: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)



Figure 109: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)

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Figure 110: The reconstruction of the demolished parapet walls in progress. (Source: Dr. Hermann Bonnici)



Figure 111: The reconstruction of the demolished vaulted casemates in progress. (Source: Dr. Hermann Bonnici)

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Figure 112: Works to reinstate the damaged openings in progress, (Source: Dr. Hermann Bonnici)



Figure 113: The reconstructed partly-demolished vault. (Source: Dr. Hermann Bonnici)

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Figure 114: Removal of tiles and cement on interior of vaulted casemates. (Source: Dr. Hermann Bonnici)



Figure 115: Works on the vaulted casemates in progress. (Source: Dr. Hermann Bonnici)

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Figure 116: Detail of reconstructed opening. Photo taken when works were in progress. (Source: Dr. Hermann Bonnici)



Figure 117: Restored stairs leading to the cavalier platform. Photo taken when works were in progress. (Source: Dr. Hermann Bonnici)

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Figure 118: View showing the reconstructed face of the cavalier. Photo taken before works on the parapet wall of the land front curtain were initiated. (Source: Dr. Hermann Bonnici)



Figure 119: View showing the reconstructed face of the cavalier. Photo taken before works on the parapet wall of the land front curtain were initiated. (Source: Dr. Hermann Bonnici)

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Figure 120: General view of the restored casemates and paved areas as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 121: General view of the restored casemates and paved areas as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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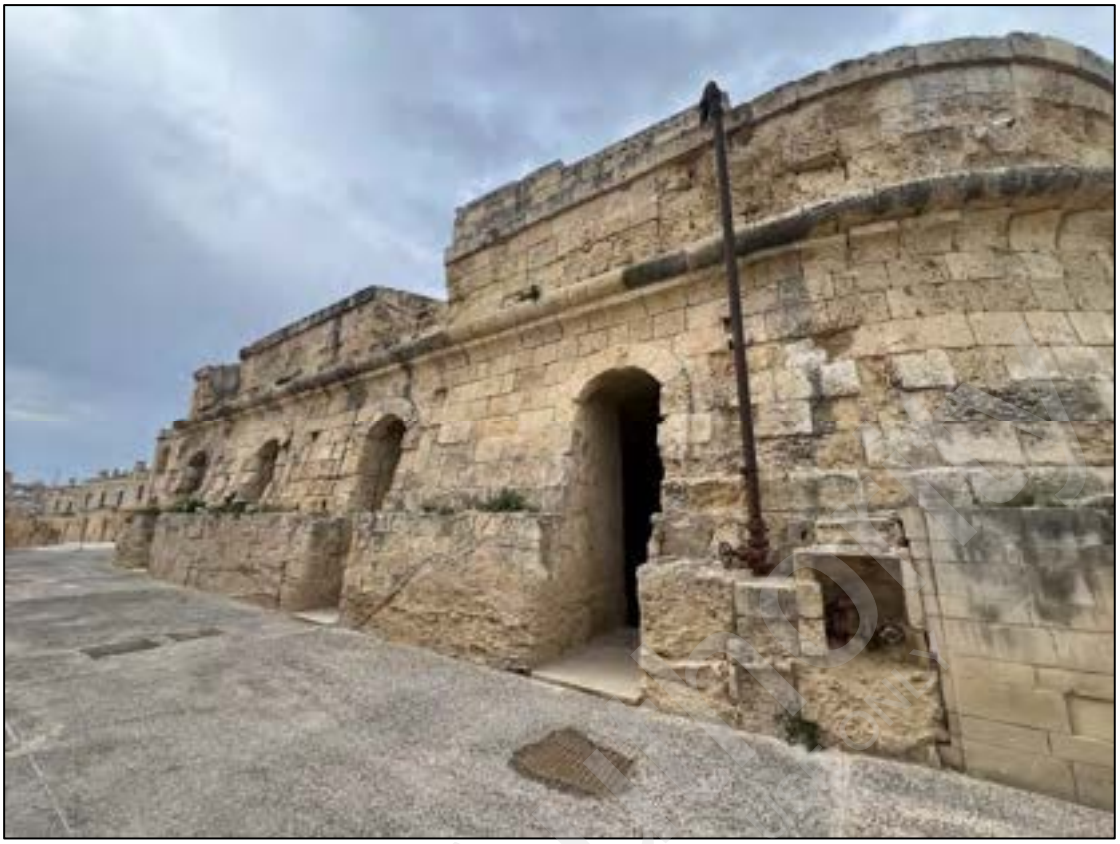


Figure 122: General view of the restored casemates and paved areas as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 123: General view of the restored casemates and paved areas as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 124: General view of the new apertures as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 125: General view of one of the restored casemates as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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4.5 The stonework of the Polverista on St. Helen's bastion will be repaired and cleaned. The recent sanitary fixtures and pipework on the outside will be removed, the cement floor tiles removed and replaced by flagstones, and the door and windows replaced by wooden apertures.

Observations:

The gunpowder magazine (*polverista*) on St. Helen's Bastion was restored. Accretions and incompatible tiles were removed, and the masonry fabric was restored. The original hardstone flagstones, discovered under the tiles, were preserved. Extensive works were also undertaken on the external areas around the *polverista*. The material dumped in this area when the fort was in disuse was removed, and the original levels of the bastion were restored. A *couvre de feu* wall was constructed on the footprint of the original wall to seclude the gunpowder magazine from the rest of the fort. Metal frame apertures were installed.

Regrettably, it is evident that little or no maintenance has been carried out on the structure since the conservation works were completed. This, coupled with the fact that the fort, and the *polverista* in particular, are exposed to salt-laden marine winds, has contributed to significant deterioration of the restored fabric. Furthermore, weeds have begun to grow on the exposed faces of the building.

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Figure 126: The polverista in 2004 before commencement of works. (Source: Dr. Hermann Bonnici)



Figure 127: The polverista in 2004 before commencement of works. (Source: Dr. Hermann Bonnici)

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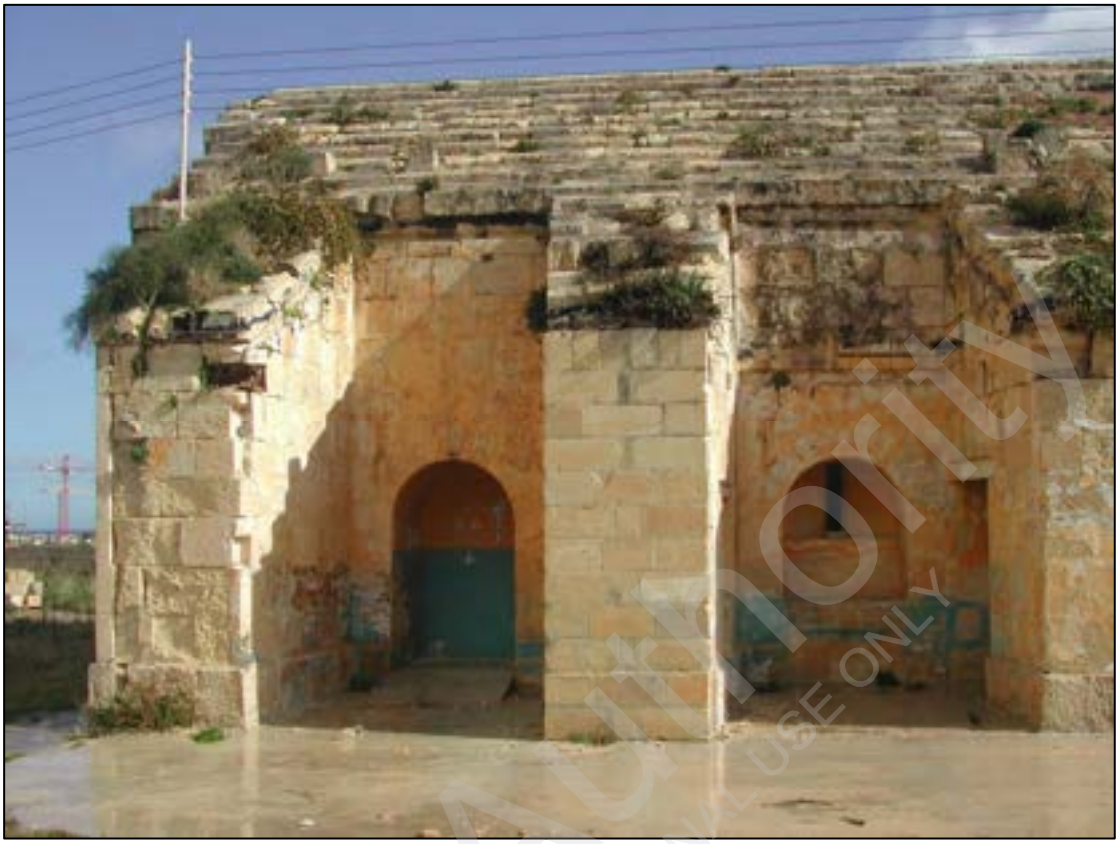


Figure 128: The polverista in 2004 before commencement of works. (Source: Dr. Hermann Bonnici)



Figure 129: The polverista in 2004 before commencement of works. (Source: Dr. Hermann Bonnici)

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Figure 130: The polverista in 2004 before commencement of works. (Source: Dr. Hermann Bonnici)



Figure 131: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 132: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 133: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 134: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 135: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 136: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 137: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 138: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 139: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 140: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 141: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 142: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 143: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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Figure 144: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 145: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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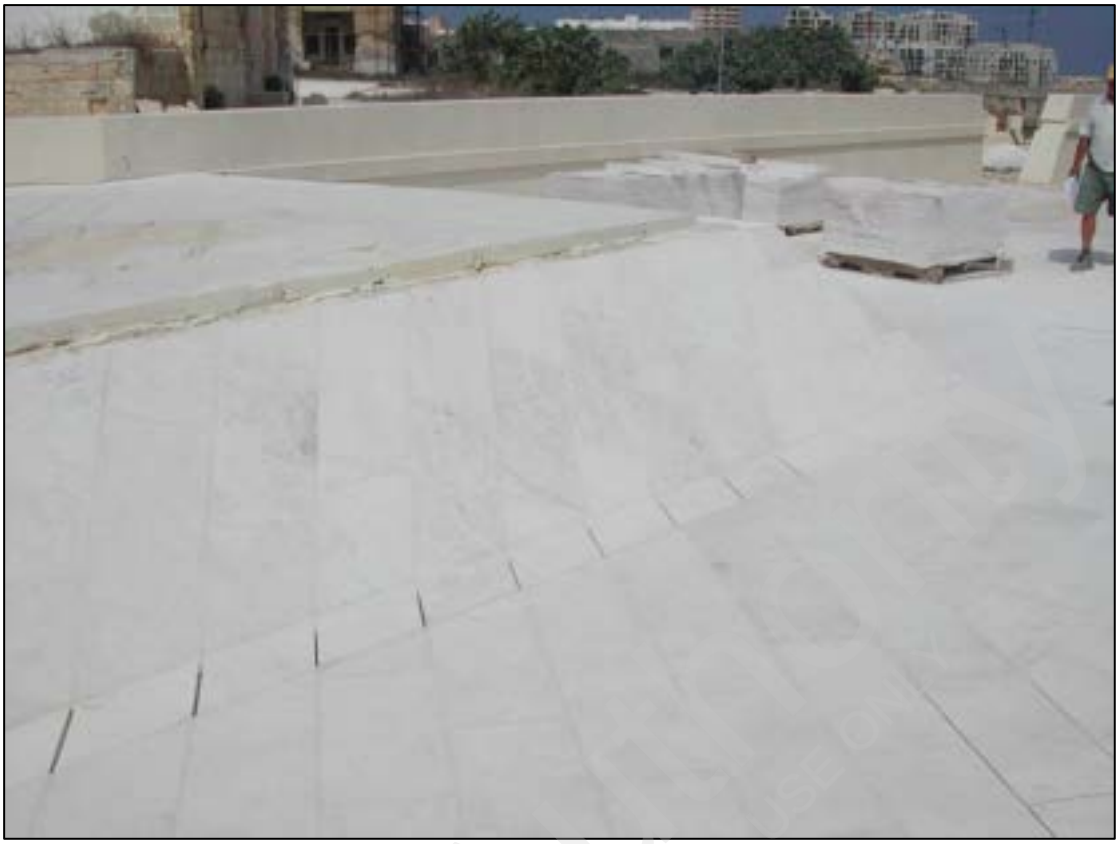


Figure 146: Works in progress around the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)



Figure 147: Works in progress on the polverita. Photo taken between late 2004 and early 2005. (Source: Dr. Hermann Bonnici)

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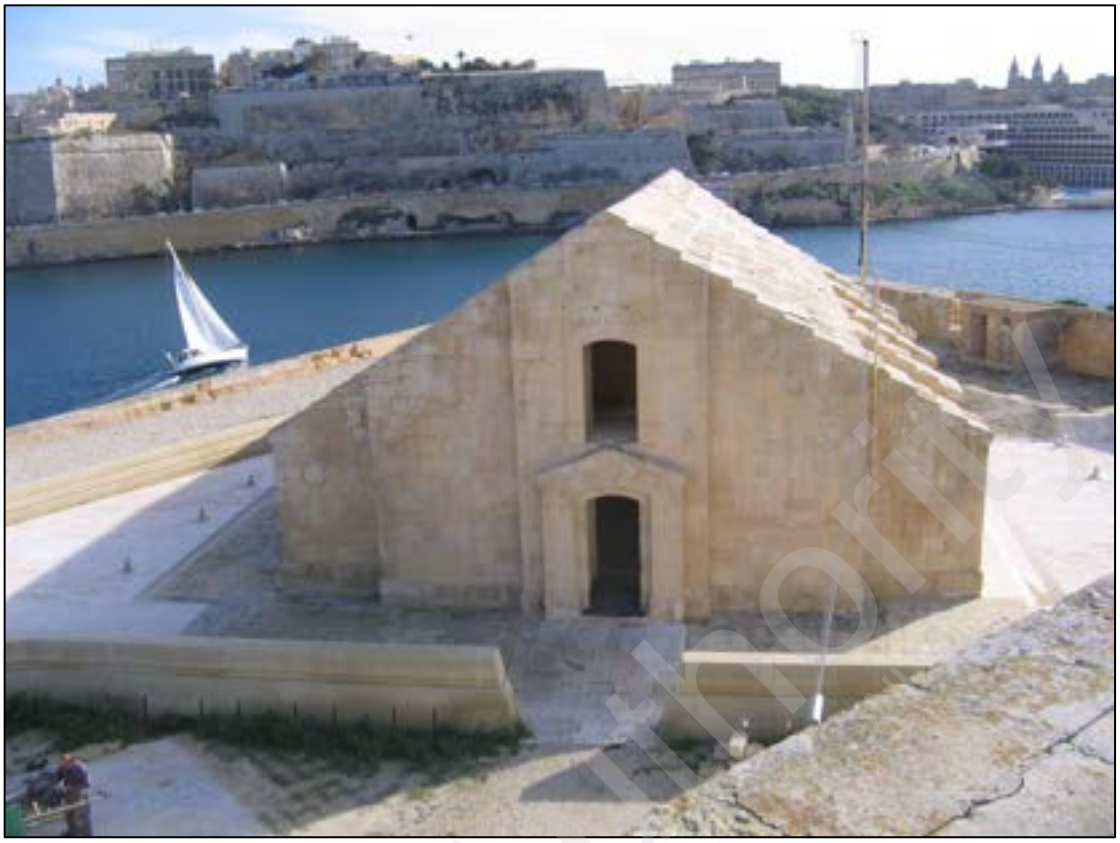


Figure 148: The restored polverita. Photo taken on 15th January, 2008. (Source: Dr. Hermann Bonnici)



Figure 149: The restored paving around the polverita. Photo taken on 15th January, 2008. (Source: Dr. Hermann Bonnici)

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Figure 150: The couvre de feu as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 151: The gun powder magazine as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 152: The paving around the gun powder magazine as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 153: The gun powder magazine as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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4.6 The two large water cisterns underneath the Parade Ground will be restored and recovered for use as a water reservoir. The Entrance Guard Rooms, which will be retained as a Restaurant, using the existing sea front terrace. The Parade Ground itself will be used for open-air events, such as opera festivals. The Polverista will be developed as a Catering facility. The Casement vaults will accommodate a Fort Museum, with an accent on 17th and 18th century Fortifications and Weapons, coupled with a visitor centre, cafeteria, exhibition gallery and audio-visual centre. The Casement vaults will also accommodate a mixture of commercial and retail uses, the emphasis being on traditional crafts or art studios or workshops. The Parade Ground, Cavaliers, and Bastion perimeter will become part of a leisure-cum-tourist trail including the Ditch, the Ravelin, and parts of the Glacis.

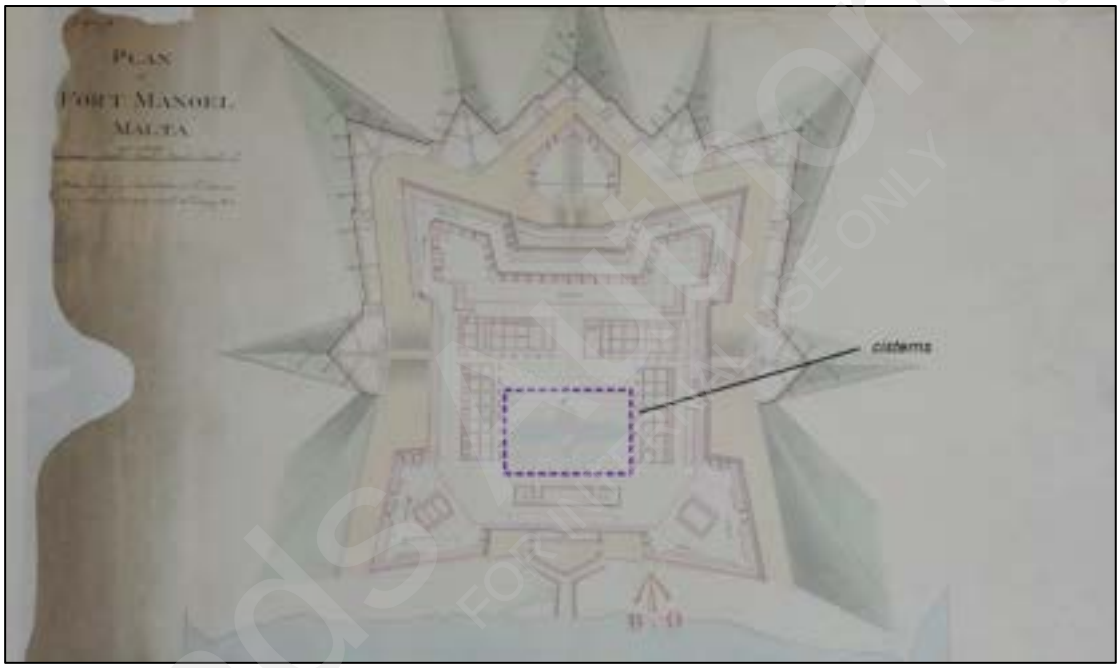


Figure 154: Record plan of Fort Manoel dated 1811 showing the location of the cisterns. (Source: The National Archives UK MPH 1/483)

Observations:

The water reservoirs are located beneath the parade ground. It could not be established whether any works were carried out on these structures. The restoration of the fort was initiated in late 2004, and although a large part of these works appear to have been substantially completed by 2009, the fort has remained without consistent use. The premises are occasionally used for films, open days, or similar activities, and the parade ground is sometimes used for concerts. None of the proposed uses outlined in the restoration method statement have been implemented.

As evidenced during the site inspection, the lack of regular use is having a deleterious effect on the material fabric of the fort. Despite the significant restoration efforts and

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great expense undertaken, the current state of the fort indicates that it will require a new conservation effort to return it to good condition. Regular use and ongoing maintenance are crucial to preserving the fort's structural integrity and historical value.

Barrack Blocks



Figure 155: Aerial view of Fort Manoel showing the barrack blocks. (Source: https://pamapserver.pa.org.mt/)

5.1 There are four Barrack Blocks: two oriented alongside the Chapel, and with a main elevation facing the sea to the south-east, (indicated as Blocks C and D), and two outstanding blocks facing each other across the Parade Ground, (indicated as Blocks A and B).

5.2 Blocks A and B consist- of practically identical Globigerina limestone constructions, consisting of seven two-storey modules each (approximately 9.3m by 4.2m per floor), and each faced by a two-storey high arched portico. The typical unit originally consisted of five-centred masonry diaphragm arches supporting stone slabs, over the ground floor, and masonry barrel vaults over the first floor. The original access to each unit was through the ground floor, and up through small steps, (timber?). Each Barrack Block also has a series of low rectangular out-buildings along the rear facade.

5.3 Block A, to the South of the Parade Ground, was hit during the Second World War, and subsequently reconstructed. The original construction therefore survives only in the southern four units. The remaining units have recent floor structures consisting of steel beams and concrete slabs. The overall condition of both original and replaced floors appears sound, except for the occasional cracked stone slab. The first floor vaults are, however, stained from rain water penetration.

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5.4 The slab over the Portico has been replaced by a concrete slab, that is now heavily deteriorated. The stone pilasters of the Portico, which are probably not original, are also severely deteriorated. Thick cement rendering covers the lower half of the pilasters, and the deterioration extends up to four to eight courses above the top of the rendering. The arches and the top part of the Portico are in reasonably good condition. Most joints have suffered loss of mortar.

5.5 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, over approximately half the length of the facade. The side and back elevations show areas of new stone, sporadic alveolar weathering, loss of mortar from the joints, as well as cement rendering (particularly at the back), cement pointing, rusting pipes and higher plants on the roof.

5.6 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of the pipes, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the re-pointing with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing stonework, the insertion of a damp-proof membrane and the reconstruction of the lower parts of the pilasters and the re-assembly of the upper parts using the original stones. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. It is proposed that the concrete slabs over the three "damaged" units will be removed and the original masonry construction reinstated. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or replaced using traditional materials. Finally, it is proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

Observations:

The post WWII reconstruction was demolished as approved in the restoration method statement and rebuilt with the same features of the original building and on the original plan. The roof of the arched portico was also reinstated. Likewise, the outbuildings constructed at the back of the barrack block were rebuilt using traditional construction techniques. The surviving original fabric of the barrack blocks was restored. Cement renders applied to the stonework were removed, and deteriorated masonry work was replaced. The joints were opened and repointed with lime mortar, and new apertures were installed.

Regrettably, as with other restored buildings in this fort, the lack of proper use is contributing to the deterioration of the masonry and undoing the restoration efforts carried out on this block.

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Figure 156: Barrack block A as of 6th December 2006 before commencement of works. (Source: Dr. Hermann Bonnici)



Figure 157: Out building of barrack block A as of 6th November, 2007 before commencement of works. (Source: Dr. Hermann Bonnici)

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Figure 158: Demolition of post WWII additions in progress as of 9th January, 2008. (Source: Dr. Hermann Bonnici)



Figure 159: Demolition of post WWII additions in progress as of 15th January, 2008. (Source: Dr. Hermann Bonnici)

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Figure 160: Demolition of post WWII additions in progress as of 6th February, 2008. (Source: Dr. Hermann Bonnici)



Figure 161: Reconstruction works in progress as of 16th April, 2008. (Source: Dr. Hermann Bonnici)

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Figure 162: Reconstruction works in progress as of 15th May, 2008. (Source: Dr. Hermann Bonnici)



Figure 163: Reconstruction works in progress as of 5th June, 2008. (Source: Dr. Hermann Bonnici)

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Figure 165: Reconstruction works in progress as of 21st July, 2008. (Source: Dr. Hermann Bonnici)



Figure 166: Reconstruction works in progress as of 21st July, 2008. (Source: Dr. Hermann Bonnici)

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Figure 167: Reconstruction works in progress as of 9th September, 2008. (Source: Dr. Hermann Bonnici)



Figure 168: Reconstruction works in progress as of 28th October, 2008. (Source: Dr. Hermann Bonnici)

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Figure 169: Reconstruction works in progress as of 13th September, 2008. (Source: Dr. Hermann Bonnici)



Figure 170: Reconstruction works in progress as of 30th September, 2008. (Source: Dr. Hermann Bonnici)

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Figure 171: Block A as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 172: Block A as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 173: Block A as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 174: Block A as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 175: Block A as of 16th April, 2024. (Source Dr. Hermann Bonnici)

5.7 Block B, on the other side of the Parade Ground, is in similar condition, except that all original slab structures at ground and first floor survive, and are in reasonable condition. The first floor barrel vaults are, however, badly stained through rain-water penetration.

5.8 The Portico roof has been replaced with a concrete slab, which is showing signs of severe deterioration. The pilasters are covered with thick cement rendering over their lower half, (approximately fourteen courses), and severe deterioration appears in the stonework up to five courses above the top of the cement rendering. The uppermost five courses are also severely deteriorated. The cornice is deteriorated and broken in places, and some stones are missing from the southern corner. There are areas with a general loss of mortar from the joints, patches of new stone, and of cement pointing, as well as substantial quantities of higher plants.

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5.9 The front facade of the Barrack Block, (behind the Portico), has cement rendering over the lower six courses, whilst the top courses of the ground floor are badly deteriorated. The side and back elevations show severe deterioration up to ten courses from the ground, and sporadic deterioration right up to the top. There are areas of new stone, of loss of mortar from the joints, of cement rendering; there are also rusting Dr.ainage pipes and other iron fixtures, (including an iron ladder), attached to these facades, as well as higher plants on the upper parts of the wall and on the roof.

5.10 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials will be necessary before completing the restoration programme. The proposed works will include, the removal of the cement rendering and other coatings from the facade, the removal of the rusting iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repainting with lime mortar, and possibly the application of a protective coating. It is probable that the repair of the Portico will require the careful dismantling of the existing structure, the insertion of a damp- proof membrane, and the reconstruction of the Portico, using as much of the original stonework as possible. The roof slab will also need to be replaced. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. It is also proposed to open up completely the arched openings at first floor, and to re-instate the balconies. Flooring, doors and windows will be restored or repaired using-traditional materials. Finally, it is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

Observations:

The original portico was consolidated in situ using steel ties, avoiding the need to dismantle the structure. The remaining part of the structure was restored as specified in the restoration method statement. The outbuildings at the back of the barrack block were rebuilt using traditional construction techniques.

It was observed that the lack of proper use is contributing to the deterioration of the masonry and undoing the restoration efforts carried out on this block.

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Figure 176: Block A as of 3rd December, 2005 before works commenced on this block. (Source Dr. Hermann Bonnici)



Figure 177: Block A as of 3rd December, 2005 before works commenced on this block. (Source Dr. Hermann Bonnici)

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Figure 178: Block A as of 3rd December, 2005 before works commenced on this block. (Source Dr. Hermann Bonnici)



Figure 179: Block A as of 28th January, 2026 at the start of works on this block. (Source Dr. Hermann Bonnici)

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Figure 180: Pointing works as of 29th April, 2006. (Source Dr. Hermann Bonnici)



Figure 181: Stone replacement works as of 12th October, 2006. (Source Dr. Hermann Bonnici)

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Figure 182: Stone replacement works as of 12th October, 2006. (Source Dr. Hermann Bonnici)



Figure 183: The construction of the out buildings as of 12th October, 2006. (Source Dr. Hermann Bonnici)

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Figure 184: The construction of the out buildings as of 12th October, 2006. (Source Dr. Hermann Bonnici)



Figure 185: Removal of cement renders as of 12th October, 2006. (Source Dr. Hermann Bonnici)

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Figure 186: Works in progress as of 1st November, 2006. (Source Dr. Hermann Bonnici)



Figure 187: Works in progress on the portico as of 1st November, 2006. (Source Dr. Hermann Bonnici)

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Figure 188: Restoration works on the interior of Block B as of 1st November, 2006. (Source Dr. Hermann Bonnici)



Figure 189: Restoration works on the portico of Block B as of 6th December, 2006. (Source Dr. Hermann Bonnici)

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Figure 190: Restoration works on the portico of Block B as of 6th December, 2006. (Source Dr. Hermann Bonnici)



Figure 191: Restoration works on the portico of Block B as of 24th January, 2007. (Source Dr. Hermann Bonnici)

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Figure 192: Roof of the portico of Block B as of 24th January, 2007. (Source Dr. Hermann Bonnici)

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Figure 193: Restoration works on the roof of Block B as of 23rd February, 2007. (Source Dr. Hermann Bonnici)



Figure 194: Completed restoration of Block B as of 28th April, 2007. (Source Dr. Hermann Bonnici)

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Figure 195: Roof of the restored Block B as of 3rd March, 2008. (Source Dr. Hermann Bonnici)

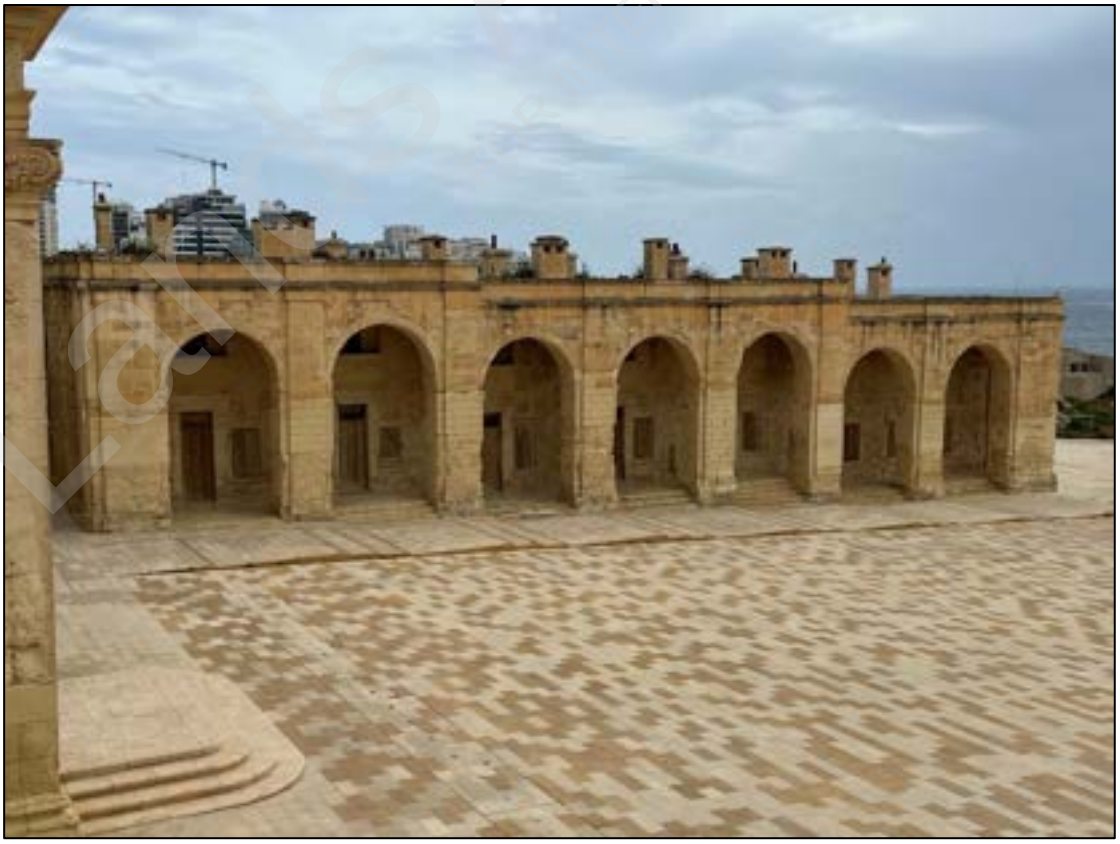


Figure 196: Block B as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 197: Block B as of 16th April, 2024. (Source Dr. Hermann Bonnici)

5.11 Block C, on the West side, consists of five modules, (approximately 9.76m by 4.27m), and three stairways. The slab construction over the ground floor consists either of two adjacent groin vaults, or in one case, of a barrel vault. The vaults appear to be in a sound condition. The slab, over three of the units at first floor, also consists of a peculiar groin vault with a flat central portion, whilst the other units are roofed over by a system of steel beams and stone slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico originally consisted of an elliptical vault, whilst it is not known what the construction was over the first floor. The Portico in front of Block C is currently completely missing, except for one arch at the side. Little remains of the row of rooms at the back of the Block.

5.12 The facade of the Block has cement rendering over the ground floor, and deteriorated stone areas at first floor. The cornice is damaged or deteriorated, whilst there is general loss of joint mortar, and a significant amount of higher plants. There are also rusting pipes attached to the wall. There is cement rendering over most of the ground floor side and back elevations, as well as cement pointing, loss of joint mortar, and stone deterioration. The first floor side and back elevations are in reasonably good condition. Other rusting pipes are affixed to these facades.

5.13 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will

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include the removal of the cement rendering and other coatings from the facade, the removal of cement pointing, the removal of rusting pipes, the removal of the -higher plants, the repair, replacement or consolidation of the deteriorated stone, the repointing with lime mortar, and possibly the application of a protective coating. It is proposed that the Portico will be reconstructed to its original form. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

Observations:

The missing portico was reconstructed using traditional construction techniques that match the original construction and are in keeping with the building's architecture. The missing sections of the back outbuildings were also reconstructed. The alien roofs at the first-floor level were replaced with traditional roofs consisting of Globigerina limestone slabs (xorok) supported on arches. The interiors as well as the external facades were restored. Cement renders and pointing were removed, and the masonry was repointed with lime mortars. Extensively deteriorated masonry elements were replaced, while damaged stone elements were repaired with plastic repair. Accretions and metal elements fixed into the masonry were removed.

As with the other buildings within the fort, new glass and steel apertures were installed. However, the lack of proper use is contributing to the rapid deterioration of the property, undoing much of the valuable conservation work carried out. It was also noted that some of the apertures have rusted to the extent that they have become nonfunctional.

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Figure 198: Block C as of 27th January, 2007 before commencement of works. (Source Dr. Hermann Bonnici)



Figure 199: Block C as of 2nd April, 2007 at the initial phase of the works. (Source Dr. Hermann Bonnici)

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Figure 200: Numerous nails were fixed on the internal walls of Block C. Photo taken on 10th March, 2007 before the commencement of works on the interior. These nails were all removed as part of the conservation intervention. (Source Dr. Hermann Bonnici)

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Figure 201: The removal of tiles and cement renders from the internal walls of Block C in progress. Photo taken on 10th March, 2007. (Source Dr. Hermann Bonnici)

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Figure 202: Detail of surviving section of the collapsed arched portico. Photo taken on 10th March, 2007. (Source Dr. Hermann Bonnici)

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Figure 203: The construction of the portico in progress. Photo taken on 4th August, 2007. (Source Dr. Hermann Bonnici)

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Figure 204: Construction of the back outbuildings in progress. Photo taken on 6th September, 2007. (Source Dr. Hermann Bonnici)

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Figure 205: The construction of the portico in progress. Photo taken on 20th October, 2007. (Source Dr. Hermann Bonnici)



Figure 206: The construction of the back out buildings in progress as of 20th October, 2007. (Source Dr. Hermann Bonnici)

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Figure 207: The construction of the back out buildings in progress as of 20th October, 2007. (Source Dr. Hermann Bonnici)



Figure 208: Reconstructed traditional roof. Photo taken on 9th January, 2008. (Source Dr. Hermann Bonnici)

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Figure 209: Reconstructed back outbuildings. Photo taken on 11th January, 2008. (Source Dr. Hermann Bonnici)



Figure 210: Restoration works on vaulted ceilings of first floor rooms in progress as of 15th January, 2008. (Source Dr. Hermann Bonnici)

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Figure 211: The reconstruction of the portico in progress as of 15th January, 2008. (Source Dr. Hermann Bonnici)



Figure 212: Breaking up of post WWII alien roofs in progress as of 15th January, 2008. (Source Dr. Hermann Bonnici)

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Figure 213: The state of the original pozzolana roofs before restoration as of 15th January, 2008. (Source Dr. Hermann Bonnici)



Figure 214: The alien post WWII reinforced concrete roofs which were replaced. Photo taken on 15th January, 2008. (Source Dr. Hermann Bonnici)

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Figure 215: Restored vaulted ceiling at first floor as of 15th January, 2008. (Source: Dr. Hermann Bonnici)



Figure 216: The reconstruction of the portico in progress as of 15th January, 2008. (Source Dr. Hermann Bonnici)

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Figure 217: The taking up of floor tiles as of 15th January, 2008. (Source Dr. Hermann Bonnici)



Figure 218: The reconstruction of the portico in progress as of 6th February, 2008. (Source Dr. Hermann Bonnici)

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Figure 219: The demolished alien roofs as of 6th February, 2008. (Source Dr. Hermann Bonnici)



Figure 220: The breaking up of the concrete slab to uncover the original hardstone paving as of 6th February, 2008. (Source Dr. Hermann Bonnici)

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Figure 221: The reconstructed back outbuildings as of 3rd March, 2008. (Source Dr. Hermann Bonnici)



Figure 222: The reconstruction of the portico in progress as of 5th March, 2008. (Source Dr. Hermann Bonnici)

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Figure 223: Paving works in progress as of 23rd June, 2008. (Source Dr. Hermann Bonnici)



Figure 224: The casting of the concrete slab over the reconstructed roof in progress as of 7th August, 2008. (Source Dr. Hermann Bonnici)

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Figure 225: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 226: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 227: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 228: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 229: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 230: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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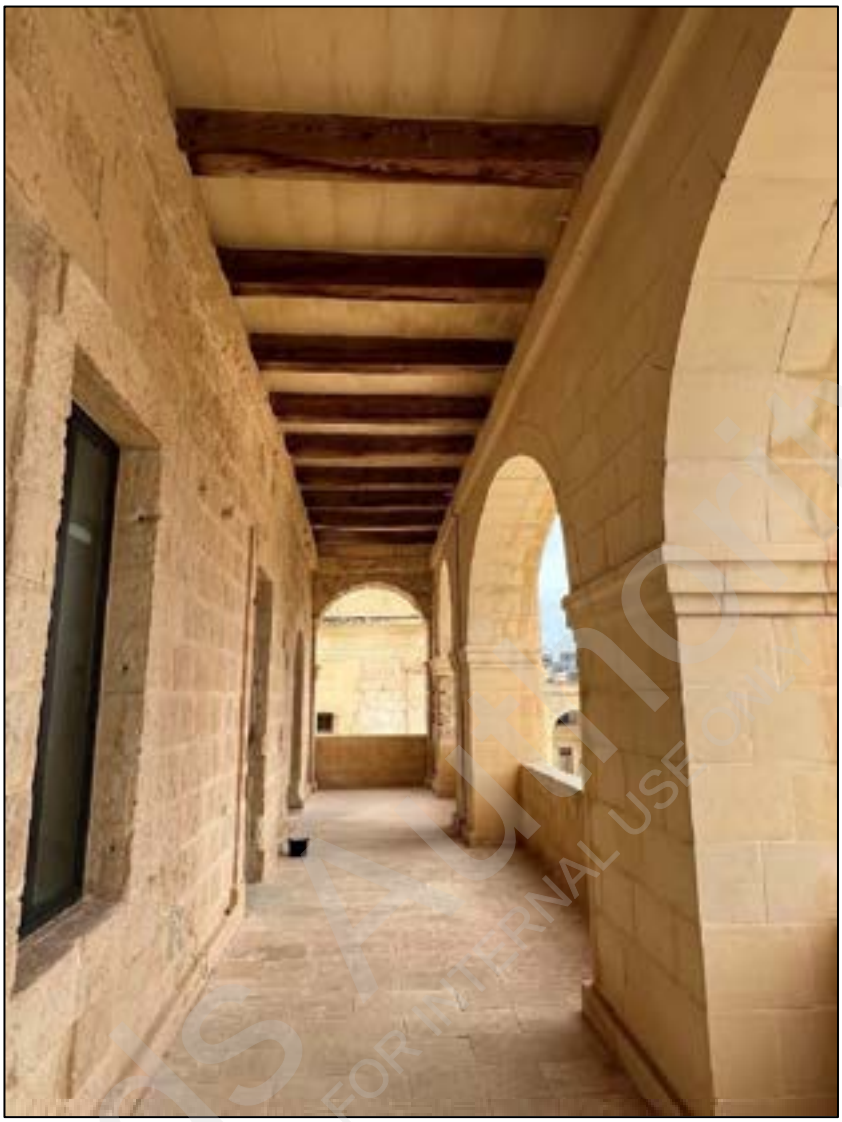


Figure 231: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 232: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)



Figure 233: Block C as of 16th April, 2024. (Source Dr. Hermann Bonnici)

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5.14 Block D, on the East side, consists of four modules, (approximately 9.76m by 4.27m), and two stairways. The slab construction over the ground floor consists of two adjacent groin vaults, which appear to be in a sound condition. The slab over the first floor consists of a system of steel beams and concrete slabs. It was not possible to ascertain the condition of these slabs. The structure over the ground floor of the two-storey Portico consists of an elliptical masonry vault, whilst the first floor is roofed over by a concrete slab, which is severely deteriorated. Nothing remains of the row of rooms that probably existed at the back of the Block.

5.15 The Portico pilasters have thick cement rendering at ground floor level. There is some severe deterioration at the springing of the arches of two pilasters that are not completely rendered. There is also loss of mortar in the stonework at ground floor. The first floor appears to be in better condition.

5.16 The facade of the Block shows some deterioration at ground floor, and loss of mortar from the joints. The side elevation is in reasonably good condition. The back elevation has cement rendering over most of the ground floor. There is sporadic deterioration and rendering on the back elevation at first floor, as well as loss of joint mortar, higher plants, and rusting pipes and iron fixtures attached to the surface.

5.17 Humidity tests and salt analyses, as well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering and other coatings from the facade, the removal of rusting pipes and iron inserts, the removal of the higher plants, the repair, replacement or consolidation of the deteriorated stone, the repainting with lime mortar, and possibly the application of a protective coating. The humidity levels in the ground floor walls will be studied to determine whether it is necessary to insert a damp-proof membrane into these walls. A new roof waterproofing system will be installed. Flooring, doors and windows will be restored or repaired using traditional materials. It is again proposed to reconstruct the back out-buildings, to accommodate sanitary facilities, since it appears from the available historical documents that these were part of the eighteenth century design.

Observations:

The restoration work on Block D closely mirrors that of Block C. The post-WWII concrete roofs over the second floor and the upper level of the loggia were replaced with traditional roofs made of Globigerina limestone slabs (*xorok*) supported by arches and/or wooden beams. Both the interiors and the original arched loggia/portico were restored, and the missing sections of the back outbuildings were reconstructed. The works included the reconstruction of a flight of stairs linking the ground floor with the first floor.

Similar to the other buildings within the fort, new glass and steel apertures were installed. Unfortunately, the lack of regular use has led to rapid deterioration, undoing much of the valuable conservation work. It was also observed that some of the apertures have rusted to the point of being nonfunctional.

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Figure 234: Block D prior to the commencement of works. Photo taken on 1st November, 2006. (Source: Dr. Hermann Bonnici)

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Figure 235: Post WWII reinforced concrete roof which was replaced by a traditional roof construction. Photo taken on 1st November, 2006. (Source: Dr. Hermann Bonnici)



Figure 236: The state of the interior prior to the commencement of works. Photo taken on 1st November, 2006. (Source: Dr. Hermann Bonnici)

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Figure 237: The state of the facade prior to the commencement of works. Photo taken on 24th November, 2006. (Source: Dr. Hermann Bonnici)



Figure 238: The state of the facade prior to the commencement of works. Photo taken on 24th November, 2006. (Source: Dr. Hermann Bonnici)

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Figure 239: The state of the facade prior to the commencement of works. Photo taken on 24th November, 2006. (Source: Dr. Hermann Bonnici)



Figure 240: The state of the interior prior to the commencement of works. Photo taken on 6th December, 2006. (Source: Dr. Hermann Bonnici)

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Figure 241: The demolished stairs on the interior. Photo taken on 6th December, 2006. (Source: Dr. Hermann Bonnici)

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Figure 242: Restoration works on the interior in progress. Photo taken on 27th January, 2007. (Source: Dr. Hermann Bonnici)



Figure 243: Demolition of the post WWII concrete roofs in progress. Photo taken on 23rd February, 2007. (Source: Dr. Hermann Bonnici)

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Figure 244: Conservation works in progress. Photo taken on 6th March, 2007. (Source: Dr. Hermann Bonnici)



Figure 245: Conservation works in progress. Photo taken on 6th March, 2007. (Source: Dr. Hermann Bonnici)

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Figure 246: Conservation works in progress. Photo taken on 6th March, 2007. (Source: Dr. Hermann Bonnici)



Figure 247: Reconstruction works in progress. Photo taken on 6th March, 2007. (Source: Dr. Hermann Bonnici)

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Figure 248: Demolition of the post WWII concrete roofs in progress. Photo taken on 23rd February, 2007. (Source: Dr. Hermann Bonnici)

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Figure 249: Reconstruction works in progress. Photo taken on 28th April, 2007. (Source: Dr. Hermann Bonnici)



Figure 250: Reconstruction works in progress. Photo taken on 28th April, 2007. (Source: Dr. Hermann Bonnici)

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Figure 251: Underside of reconstructed stairs. Photo taken on 4th August, 2007. (Source: Dr. Hermann Bonnici)

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Figure 252: Reconstructed roofs. Photo taken on 4th August, 2007. (Source: Dr. Hermann Bonnici)



Figure 253: Reconstructed roofs. Photo taken on 6th September, 2007. (Source: Dr. Hermann Bonnici)

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Figure 254: Reconstructed roofs. Photo taken on 6th September, 2007. (Source: Dr. Hermann Bonnici)

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Figure 255: Removal of cement render from facade. Photo taken on 2nd November, 2007. (Source: Dr. Hermann Bonnici)



Figure 256: Reconstructed roofs prepared to receive concrete topping. Photo taken on 22nd November, 2007. (Source: Dr. Hermann Bonnici)

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Figure 257: Restoration of façade in progress. Photo taken on 3rd March, 2008. (Source: Dr. Hermann Bonnici)



Figure 258: Plastic repair interventions on façade in progress. Photo taken on 6th March, 2008. (Source: Dr. Hermann Bonnici)

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Figure 259: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 260: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 261: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 262: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 263: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 264: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 265: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 266: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 267: Block D as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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5.18 It is proposed that Blocks A and B will be utilised for residential use, providing fourteen duplex units, with external and roof terraces. Block C is proposed for a mix of commercial or office use, whilst Block D is proposed as a restaurant.

Observations:

As previously mentioned in this report, the fort has not been put to consistent use. The proposed plans for reutilizing the restored spaces have not yet been implemented, and this lack of regular use is negatively affecting the preservation of the fort. Regular use and ongoing maintenance are crucial to preserving the fort's structural integrity and historical value.

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Chapel of St Anthony

6.1 The Chapel was badly damaged during the Second World War, and practically only the facade, and part.of one of the side walls still stands. The facade is completely unsupported at the West edge, and partly supported at the other edge - the junction with Block D is characterised by a fairly large vertical crack, which has been accentuated by ingress of water over the years. The facade has missing courses at the top and left comer, due to war damage. The statues that once graced its niches are also missing, although one pedestal still remains, and is in relatively good condition. The facade stonework exhibits deterioration up to about six to seven courses above ground, however, the decorative stone is mostly in good condition. Parts of the trophy-of-arms are missing, and there is also some deterioration on the figures and central shield. The facade has considerable loss of joint mortar, and some cement rendering, particularly over the lowermost courses.

6.2 The West side and back of the Chapel are missing, except for some courses that outline the footprint of the Chapel. The East side, which abuts against Block D, partially survives, and, in general, the decorative elements in the apses in the surviving portion are in a good condition, as are the elements on the inside of the façade wall.

6.3 The Development Brief suggested that the Chapel should be reconstructed, but it is felt that, in reality, few details exist of the missing portions. In any case, the validity of a complete reconstruction of the Chapel is extremely doubtful. The quality of the decorative stonework cannot be matched, and the reconstruction of the inside decorations, which, on the missing walls, are the most important features, would have to be completely conjectural. Current restoration philosophy militates strongly against the creation of "false" reconstruction, because this will detract from the value of what is original and which survives. Nonetheless, the front and side elevation should be reconstructed in order to complete the visual impression of the Fort itself.

6.4 On the basis of this approach, it is proposed to consolidate the surviving facade, and remove any possible structural danger. This will be done by pinning and doweling, using hidden stainless steel pins and epoxy resins, such that the intervention be as invisible as possible. The existing decorative features will be consolidated and protected, and measures taken to protect the structure from an excessive exposure to rain-water, and particularly from water penetration into the joints and top courses of the stonework. The remaining stonework will be cleaned up, consolidated where possible, and similarly protected. The missing parts of the elevation will be reconstructed, whilst the side and rear elevation will be re- interpreted. The access to the crypt will be cleaned up, and the crypt opened up as an exhibition room on the history of the Chapel.

6.5 Humidity tests and salt analyses, well as in-situ consolidation and protective coating trials, will be necessary before completing the restoration programme. The proposed works will include the removal of the cement rendering, the repair, replacement and consolidation of the deteriorated stonework, the consolidation (rather than replacement) of the decorative

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stonework, the re- pointing with lime mortar and the application of an appropriate protective coating

Observations:

The badly damaged chapel was reconstructed using traditional building techniques, with an effort to remain faithful to the original design. Surviving original elements were preserved and incorporated into the reconstruction.

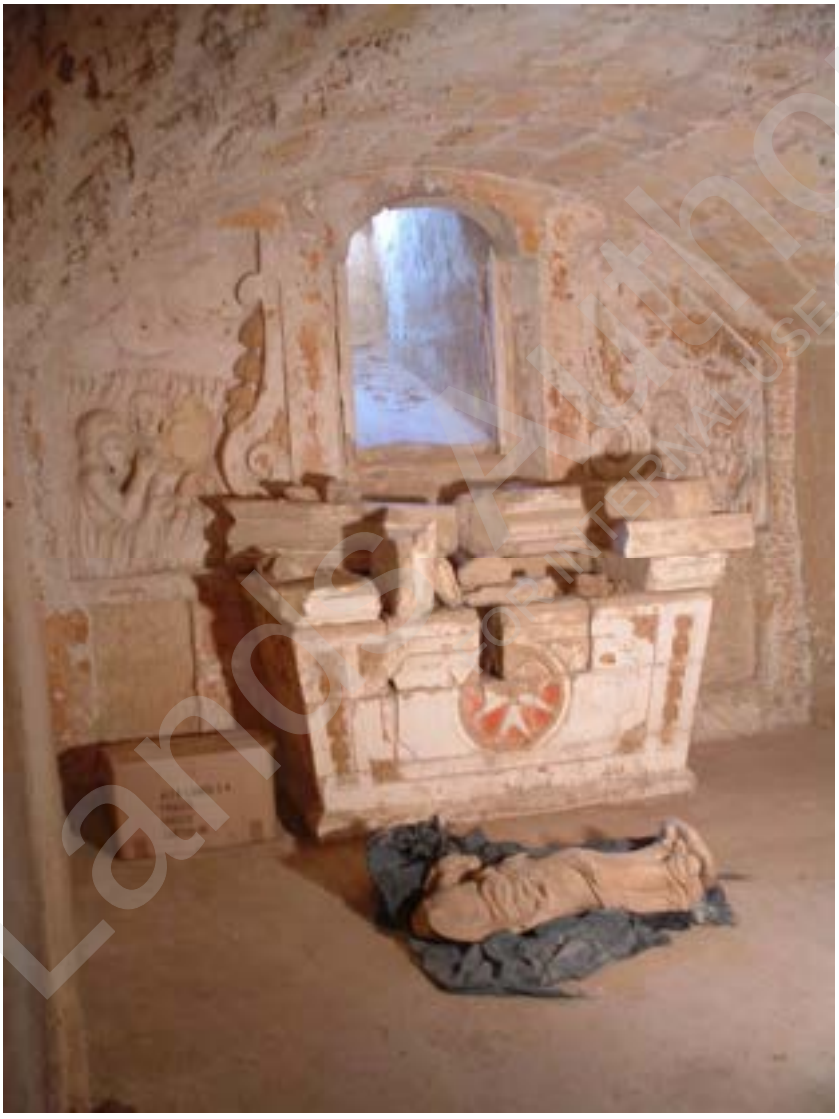


Figure 268: The crypt before works commenced in 2007. (Source: Dr. Hermann Bonnici)

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Figure 269: The chapel before works commenced in 2007. (Source: Dr. Hermann Bonnici)



Figure 270: The chapel before works commenced in 2007. (Source: Dr. Hermann Bonnici)

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Figure 271: The chapel before works commenced in 2007. (Source: Dr. Hermann Bonnici)



Figure 272: Works on the chapel as of 21st December, 2007. (Source: Dr. Hermann Bonnici)

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Figure 273: Works on the chapel as of 10th January, 2008. (Source: Dr. Hermann Bonnici)



Figure 274: Works on the chapel as of 5th February, 2008. (Source: Dr. Hermann Bonnici)

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Figure 275: Works on the chapel as of 22nd February, 2008. (Source: Dr. Hermann Bonnici)



Figure 276: Works on the chapel as of 1st March, 2008. (Source: Dr. Hermann Bonnici)

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Figure 277: Works on the chapel as of 15th March, 2008. (Source: Dr. Hermann Bonnici)



Figure 278: Works on the chapel as of 30th April, 2008. (Source: Dr. Hermann Bonnici)

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Figure 279: Works on the chapel as of 27th May, 2008. (Source: Dr. Hermann Bonnici)



Figure 280: Works on the chapel as of 5th June, 2008. (Source: Dr. Hermann Bonnici)

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Figure 281: Works on the chapel as of 4th August, 2008. (Source: Dr. Hermann Bonnici)



Figure 282: Works on the chapel as of 23rd August, 2008. (Source: Dr. Hermann Bonnici)

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Figure 283: Works on the chapel as of 27th November, 2008. (Source: Dr. Hermann Bonnici)



Figure 284: Works on the chapel as of 17th January, 2009. (Source: Dr. Hermann Bonnici)

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Figure 285: Works on the chapel as of 30th April, 2009. (Source: Dr. Hermann Bonnici)



Figure 286: Works on the chapel as of 16th June, 2009. (Source: Dr. Hermann Bonnici)

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Figure 287: Works on the chapel as of 25th July, 2009. (Source: Dr. Hermann Bonnici)



Figure 288: Works on the chapel as of 25th July, 2009. (Source: Dr. Hermann Bonnici)

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Figure 289: Works on the chapel as of 29th August, 2009. (Source: Dr. Hermann Bonnici)



Figure 290: Works on the chapel as of 14th September, 2009. (Source: Dr. Hermann Bonnici)

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Figure 291: Works on the chapel as of 2nd October, 2009. (Source: Dr. Hermann Bonnici)



Figure 292: Works on the chapel as of 6th October, 2009. (Source: Dr. Hermann Bonnici)

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Figure 293: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 294: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 295: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 296: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 297: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 298: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 299: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 300: The chapel as of 16th April, 2024. (Source: Dr. Hermann Bonnici)

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Fort Tignè



Figure 301: Aerial view of Fort Tignè. (Source: https://pamapserver.pa.org.mt/)

From the information provided, it could be deduced that the conservation/ restoration/ rehabilitation works on Fort Tignè were carried out through six contracts assigned to the following Contractors:

1. G&P Borg Co. Ltd
    a. Quotation for the supply and spreading of soil
    b. Quotation for the supply and installation of fence, rendering and painting of wall
    c. Quotation for the modification of gate

2. Halmann Vella Ltd
    a. Contract 02 – For Upgrading and Diversions for site-wide temporary power

3. Rainbow Mix
    a. RO plant demolition works and relocation of stone Tignè Fort

4. Vassallo Group Ltd
    a. Contract C715 – Restoration of Fort Tignè

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Fort Tignè - Observations

A limited number of photographs (sixty-three in total), presumably taken soon after the restoration works on Fort Tigné were completed, were provided by MIDI plc. Additionally, five photographs showing a small area of the fort prior to the start of the works and three photographs taken while the works were being carried out were also provided.

In the absence of more concrete information that could help form a clear picture of the works undertaken at Fort Tigné, the observations for this site are based on a visual analysis made during the site inspection held on April 19, 2024



Figure 302: Aerial view of Fort Tignè. (Source: https://pamapserver.pa.org.mt/)

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Tower

21.1 The Tower is a two-storey structure dominating visually and physically the whole of the Fort. It is in a good state of repair, but it was not possible to examine the state of the roof slabs, because of the timber lining that is part of the interior decoration of the current use. The facade exhibits sporadic deterioration, including alveolar weathering, powdering and flaking, especially in the upper six courses. Some stones in the cornice are broken, and some stones have extensive cement coatings. The main doorway also has significant cement rendering. There is some loss of mortar from the joints all over the facade, with some areas of cement repainting. The elevation has a number of redundant wires, pipes and metal fixtures.

21.2 As recommended in the Brief, all reinforced concrete ceilings will be removed and replaced by masonry vaulted ceilings. The concrete and tiled floors will also be taken up, and replaced by flagstones. It is proposed that the Tower be included in the heritage route described in 23.5 below.

Observations:

From the observations made, it is evident that the tower keep of the fort has been restored. The reinforced concrete roofs mentioned in the approved document have been removed, and the external and internal fabric of the keep has been restored. The roof separating the ground floor from the first floor is made up of Globigerina limestone slabs supported by wooden and steel beams. The wooden beams seem to be in good condition, but the steel beams are rusting. The upper floor of the keep has a vaulted structure to sustain the weight of the gun emplacements that were located on the roof of the tower.

As with Fort Manoel, it is evident that since the completion of the restoration works, minimal to no maintenance has been conducted. Consequently, much of the restoration effort has been reversed, with the stone now exhibiting signs of deterioration, including open joints, powdering, and exfoliation. Additionally, weeds have begun to grow on the exposed faces of the keep.

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Figure 303: The tower keep after restoration. (Source: MIDI plc)

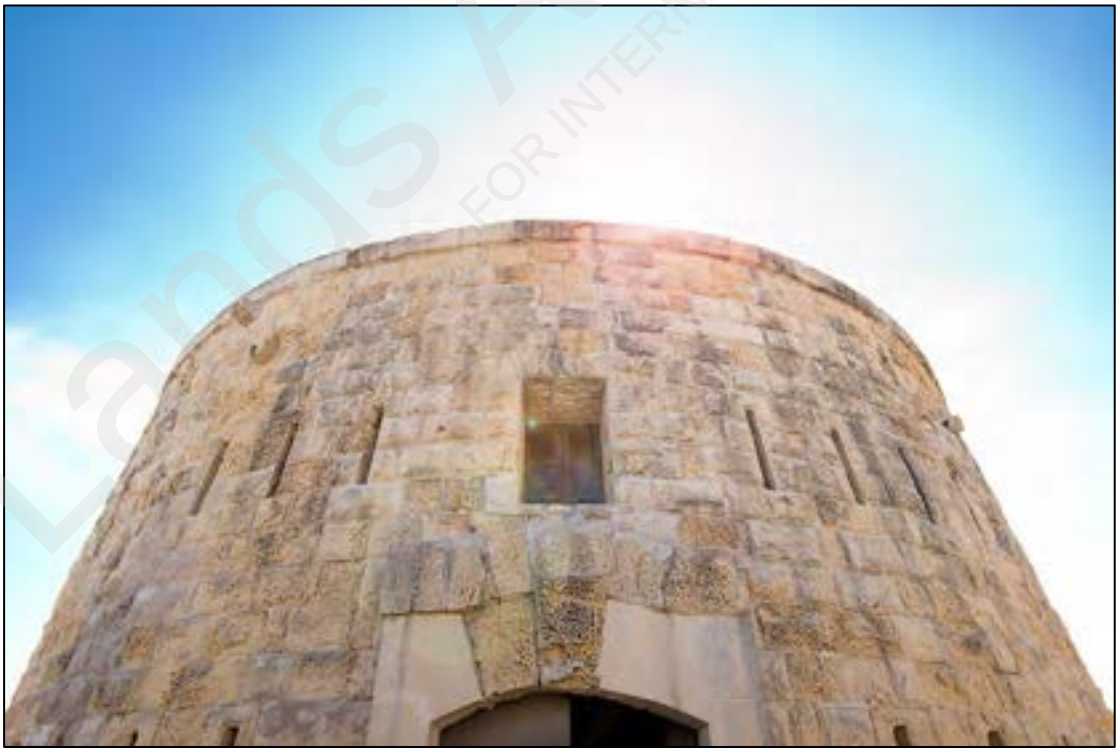


Figure 304: The tower keep after restoration. (Source: MIDI plc)

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Figure 305: The tower keep after restoration. (Source: MIDI plc)

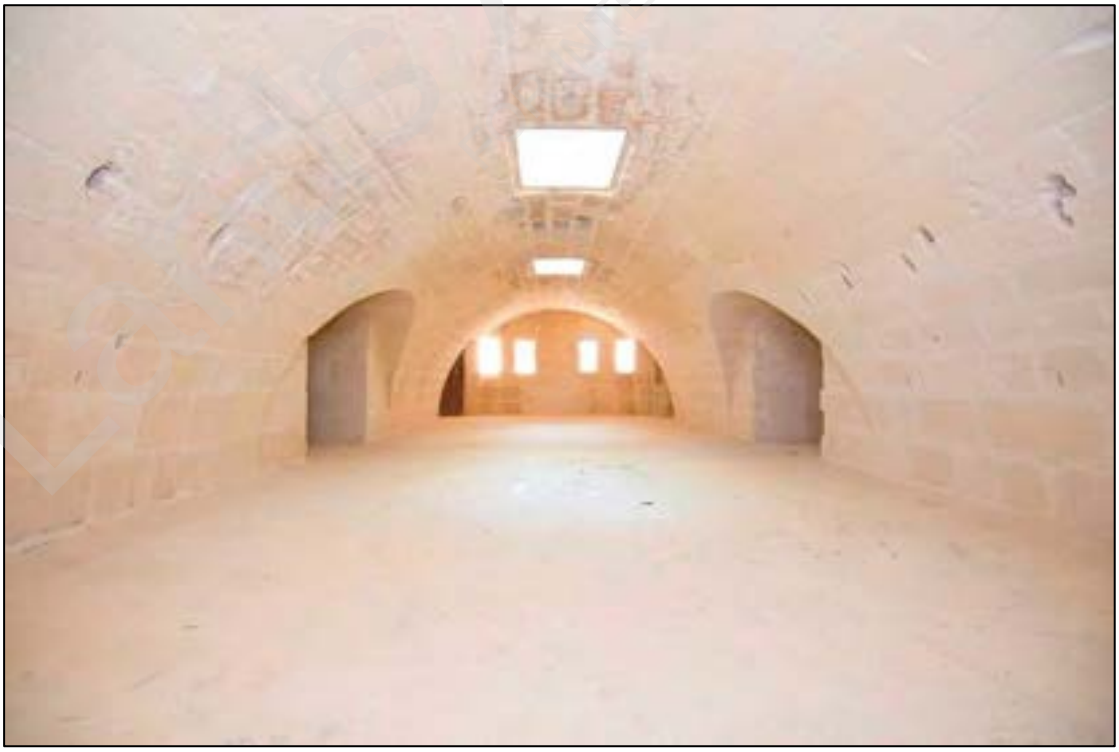


Figure 306: The tower keep after restoration. (Source: MIDI plc)

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Figure 307: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 308: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 309: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 310: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 311: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

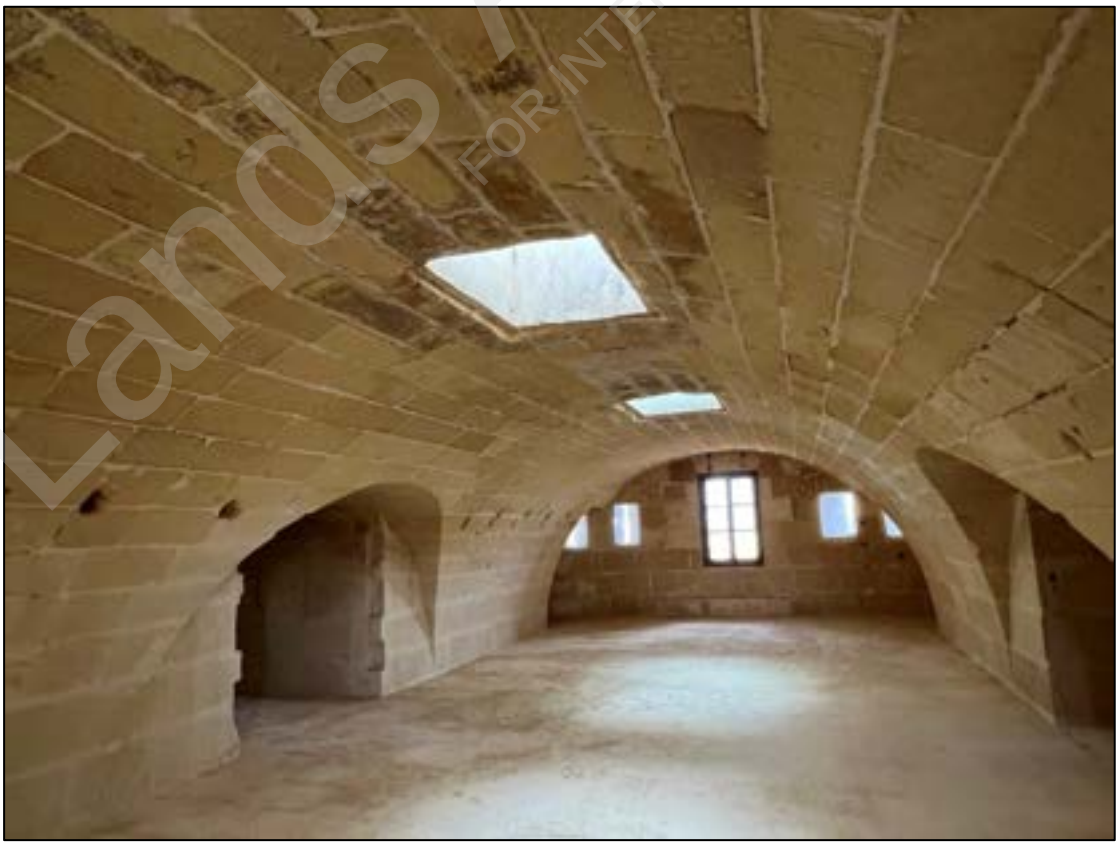


Figure 312: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 313: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 314: The tower keep as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Flanks and Barrack Block

22.1 There are four Flanks, forming a quaDr.angle, which is, in tum, divided into two by the Barrack Block. All Blocks appear to have undergone significant changes to their elevations. It is likely, in fact, that the current stonework is a lining in front of the original nineteenth century construction. None of the Flanks have any embrasures left.

22.2 The structure of the Barrack Block is basically a long masonry vault, with intermediate partitions. All three elevations of the Barrack Block have been modified. The available Dr.awings show that the original entrances were arched openings, whilst the rest of the wall was fitted with musketry loopholes. Only a couple such loopholes can be traced on the existing facade. The stonework itself is in reasonably good condition. There is localised fire damage, with reddened and blackened surfaces, and extensive areas of cement pointing. There is also a marked presence of higher plants.

22.3 The first Flank to the left of the Tower consists of a long and narrow barrel vault, with practically all of the original musketry loopholes remaining. The short elevation, facing the Tower, has obviously been extensively remodelled. The embrasures on the roof have also been removed, although the outline of such embrasures is still visible. The external stonework shows some deterioration, and some cement repainting. There are numerous higher plants, as well as rusting iron inserts.

22.4 The second Flank, on the left side of the Barrack Block has been partially demolished, and rebuilt using reinforced concrete slabs and steel beams. Only three of the original vaulted spaces remain, generally in good condition. The facade facing the quaDr.angle has been completely remodelled, however, with alien doors and windows inserted. The condition of the stonework is similar to that of the Barrack Block, but most of it is recent. The rear elevation was not accessible, because of the Reverse Osmosis Plant that occupies this part of the Ditch.

22.5 The Flanks to the right are similar in condition. The first Flank consists of a maze of masonry vaults, in relatively sound condition, with extensive signs of fire damage and other vandalism. The arched openings that appear on the elevation have been blocked up; the wall blocking the last vault before the rear Flank is in very poor condition. The facades show similar levels of deterioration. including powdering and flaking, as on the Barrack Block. There is extensive cement repointing, and loss of mortar from the joints. There are localised cracked stones, and a number of rusting metal inserts. There is a considerable presence of higher plants.

22.6 The subsequent Flank consists of a series of barrel vaults, that are in sound structural condition. The elevations appear, once again, to have been extensively remodelled. The condition of the facade stonework is similar to the previous Flank.

22.7 It is proposed that a proper series of tests be carried out to establish the condition of the facade walls, and of any walls that may exist behind. The tests will include humidity measurements, salt analyses, cleaning trials (for the soot and the graffiti), grouting trials, (for the cracked stones), and protective coating trials. All cement pointing and rendering will eventually be removed. All sources of damp penetration will be removed, possibly through the insertion of a

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damp proofing membrane. New facings will be removed, and blocked up vaults or archways opened. The existing openings have to be remodelled to provide a more appropriate appearance, and to allow a more varied re-use of the internal spaces, which are, after all, more interesting. The modem modification to the north-western Flank will be dismantled and reconstructed using the original construction system. The damaged stones will be identified, and appropriate repair, replacement or consolidation carried out. The whole of the facades will be cleaned, disinfested of the higher plants, repointed using lime mortar, and possibly treated with a protective coating.

Observations:

From the observations made, it can be concluded that the alien building accommodating the old reverse osmosis plant was demolished, and the missing section of the left face was reconstructed. Restoration interventions were also carried out on the left flank, the surviving section of the left face, as well as on the right face and flank, and the central barrack block.

Notwithstanding that the restoration works were completed around fourteen years ago, the building is still not being utilised, resulting in evident degradation of the material fabric due to environmental factors. Consequently, much of the restoration effort has been reversed, with the stone now exhibiting signs of deterioration, including open joints, powdering, and exfoliation. Additionally, weeds have begun to grow on the exposed faces of the ramparts.

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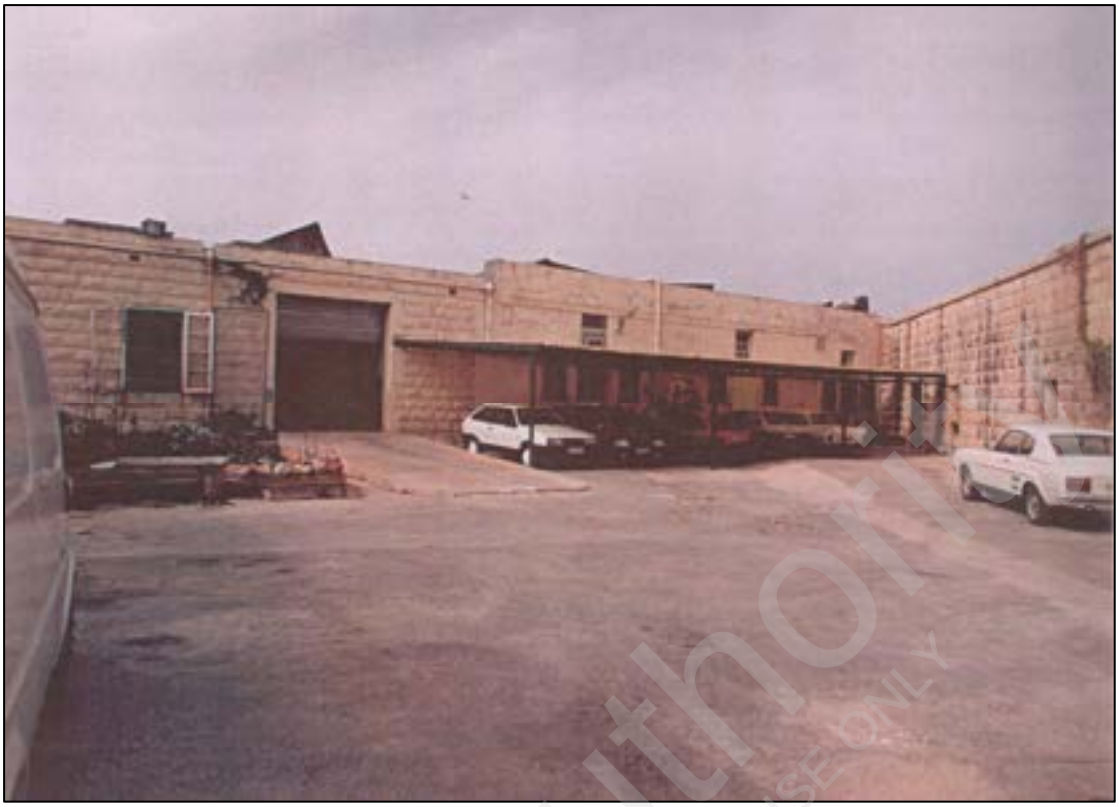


Figure 315: View of the fort showing the building of the reverse osmosis before it was demolished. (Source: MIDI plc)



Figure 316: View of the right flank of the fort before it was restored. (Source: MIDI plc)

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Figure 317: View of the right face of the fort before it was restored. (Source: MIDI plc)



Figure 318: Reconstruction of the left face. (Source: MIDI plc)

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Figure 319: View of the fort following its restoration. (Source: MIDI plc)



Figure 320: View of the reconstructed left face. (Source MIDI plc)

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Figure 321: View of the reconstructed left flank. (Source MIDI plc)



Figure 322: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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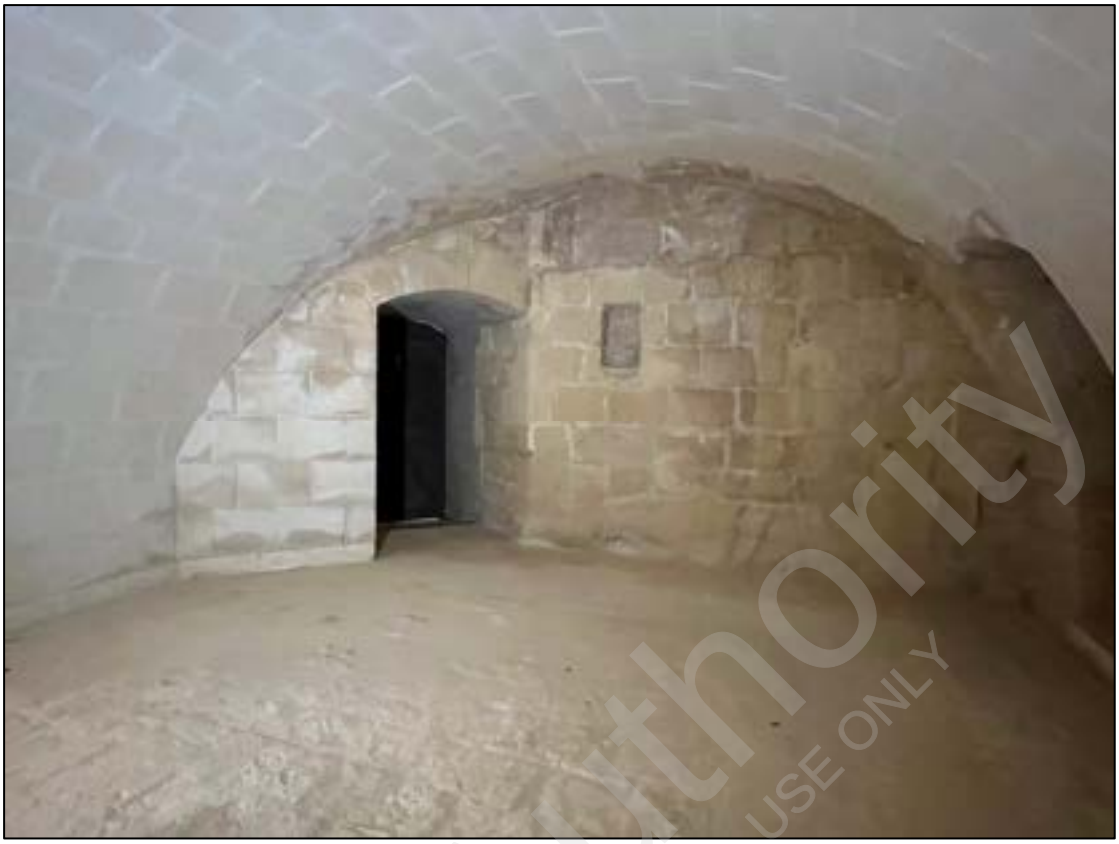


Figure 323: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 324: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 325: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 326: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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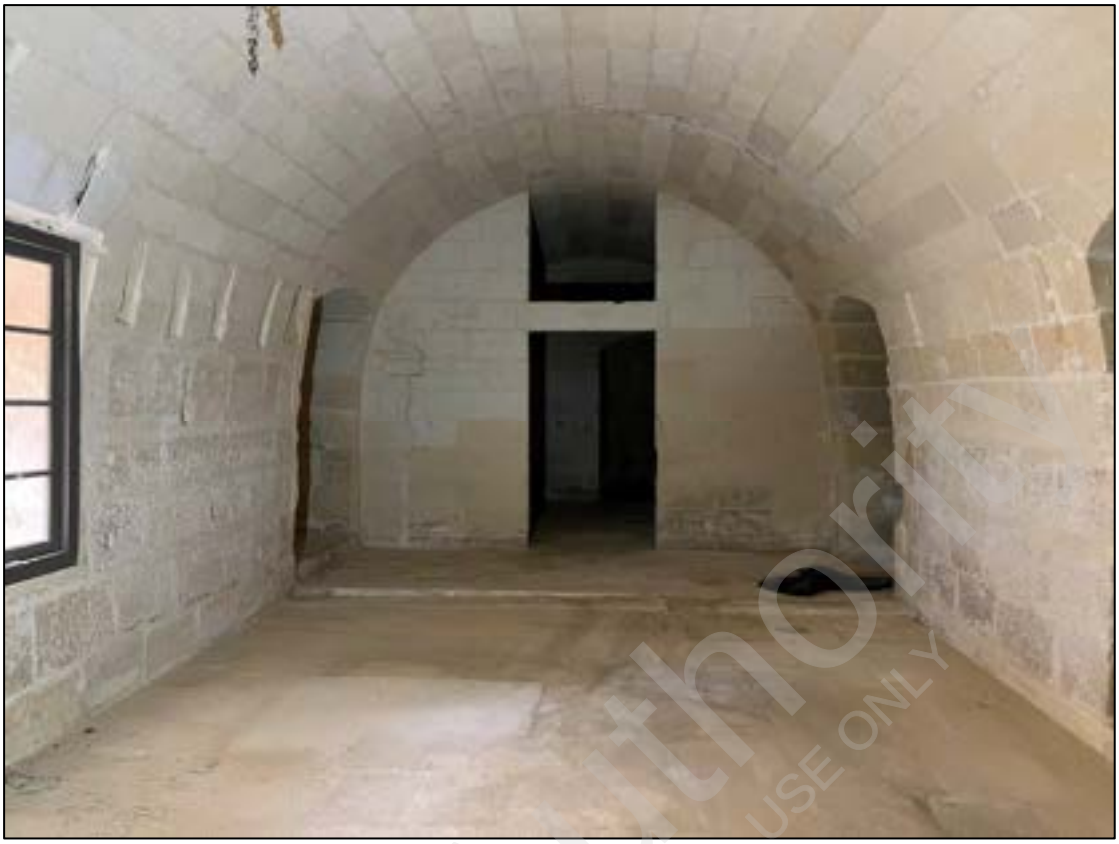


Figure 327: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 328: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 329: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 330: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 331: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 332: View of the fort as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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22.8 The floor of the two Courtyards is overlain by a variety of concrete pavements. It is proposed to remove all such layers, and to recover the original level of the Courtyards. The Courtyards would then be re-paved using flagstones.

Observations:

The two courtyards formed by the flanks, faces, and central barracks were repaved using natural materials. The paving is showing signs of deterioration.



Figure 333: The paved courtyard as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 334: The paved courtyard as of 19th April, 2024. (Source Dr. Hermann Bonnici)

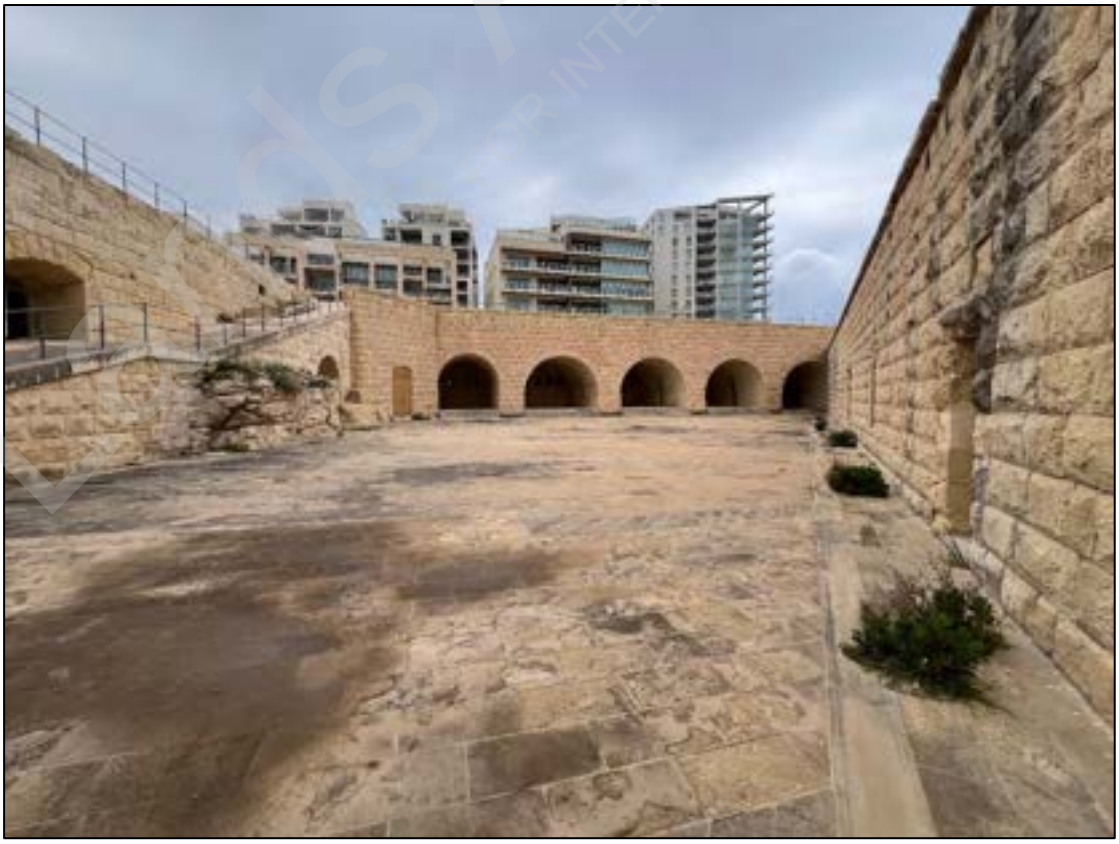


Figure 335: The paved courtyard as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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22.9 It is proposed that the Flanks and Barrack Block accommodate a mixture of (…) and catering facilities. The Courtyards would be given a new lease of life as the (…) of a series of craft or art shops, with interspersed restaurants and bars.

Observations:

Fort Tigné has not been put to consistent use. This lack of regular use is detrimental to the fort's preservation. Consistent use and ongoing maintenance are essential to maintaining the fort's structural integrity.

Counterscarp Galleries and Ditch

23. I There are three sets of Counterscarp Galleries, in each of the three outer comers of the Ditch surrounding the Flanks, (the fourth comer being the Tower). The construction of these Galleries is similar, consisting of masonry barrel vaults, which are in sound condition. Practically all of them have been vandalised and burned out, except for the Gallery that has been absorbed within the Reverse Osmosis Plant. In general, the elevations of the Galleries are in reasonably good condition, with circumscribed areas of powdering and flaking, but with some areas of thick cement rendering over the lower courses. There are areas of cement pointing, numerous graffiti, iron inserts, and higher plants.

23.2 The northern Gallery accommodates some interesting Second World War gunnery machinery whilst the north-eastern Gallery connects, or abuts, to concrete bunkers underlying the Coastal Gun Emplacements. In the case of the north- eastern Gallery it is possible to speculate that some of the underground galleries that burrow towards the south-eastern edge date from the nineteenth century.

23.3 The north-eastern portion of the Ditch is completely occupied by the Reverse Osmosis Plant. The north-eastern back of the Flanks carries an earth embankment that partially fills the Ditch on the north-eastern comer.

23.4 The outer ring around the Ditch accommodates a number of reinforced concrete structures from the Second World War, including three Coastal Gun Emplacements facing north, and the remnants of a fourth one facing east. There is considerable damage to the concrete, particularly where there are steel inserts or elements. The structures are extensively vandalised, and covered with graffiti.

23.5 It is proposed that the Counterscarp Galleries be restored in a similar fashion to the Flanks and Barrack Block, as outlined in 22.7 above. The original level of the Ditch will be recovered, and the surface paved with flagstones. The more recent construction, adjacent to the north Counterscarp Gallery, will be demolished. The embankment against the Flanks will not be

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removed, but will be landscaped. The whole of the Reverse Osmosis Plant will be removed, and the Ditch recovered.

Observations:

The reverse osmosis plant, which occupied a large part of the ditch, has been demolished, and the ditch was cleared of all accretions. The part of the ditch enveloped by the right face, the salient counterscarp musketry gallery, and the right counterscarp musketry gallery was paved with natural materials. The remaining areas were covered with gravel. The counterscarp galleries and their countermines have also been restored.

It was observed that the natural material used for the paving of the ditch is deteriorating, and water from the irrigation of the glacis is penetrating into the left counterscarp musketry gallery, causing damage to the structure. It was also noted that the ends of the beams of the roof of the salient counterscarp musketry gallery are rusting. The embankment against the right flank and face has been retained but has not been landscaped.

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Figure 336: Counterscarp galleries following restoration. (Source MIDI plc)



Figure 337: Counterscarp galleries following restoration. (Source MIDI plc)

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Figure 338: View of the paved part of the ditch as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 339: View of the paved part of the ditch as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 340: Close-up view of the paving as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 341: Restored counterscarp gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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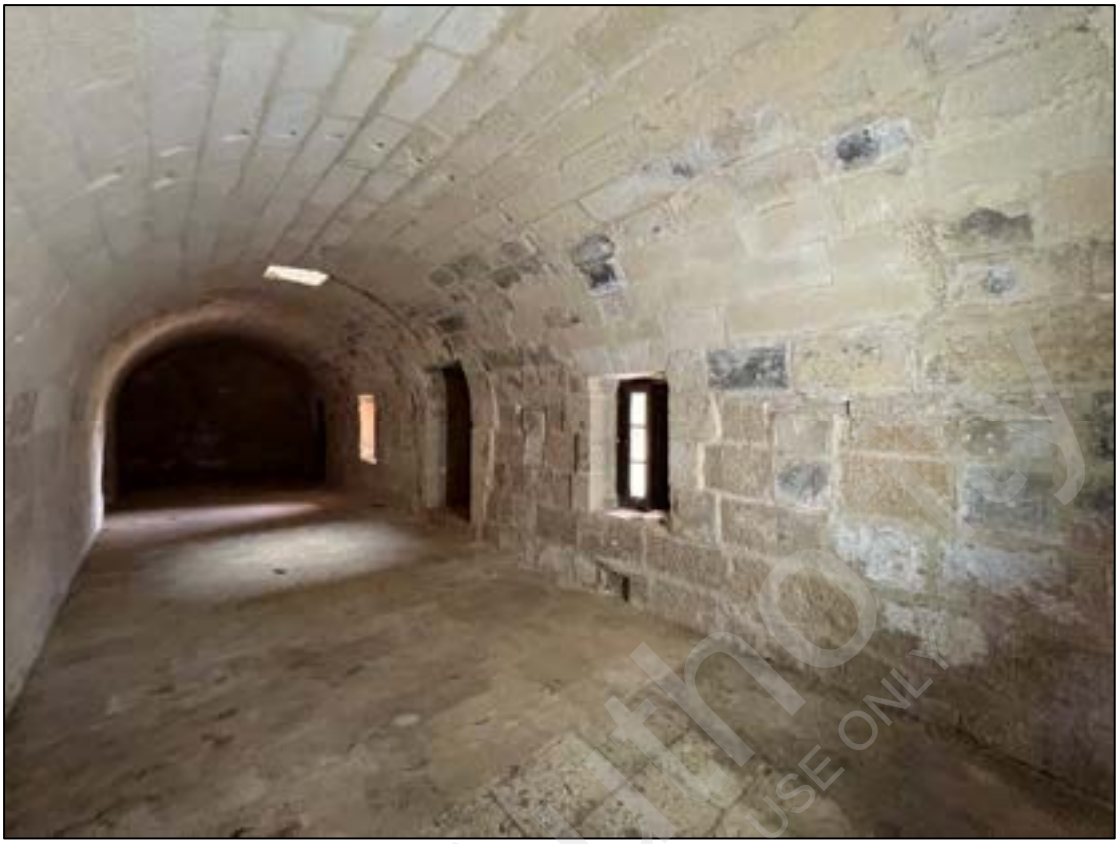


Figure 342: Restored counterscarp gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 343: Restored countermine gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 344: Restored counterscarp gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 345: Close-up view of beam-ends as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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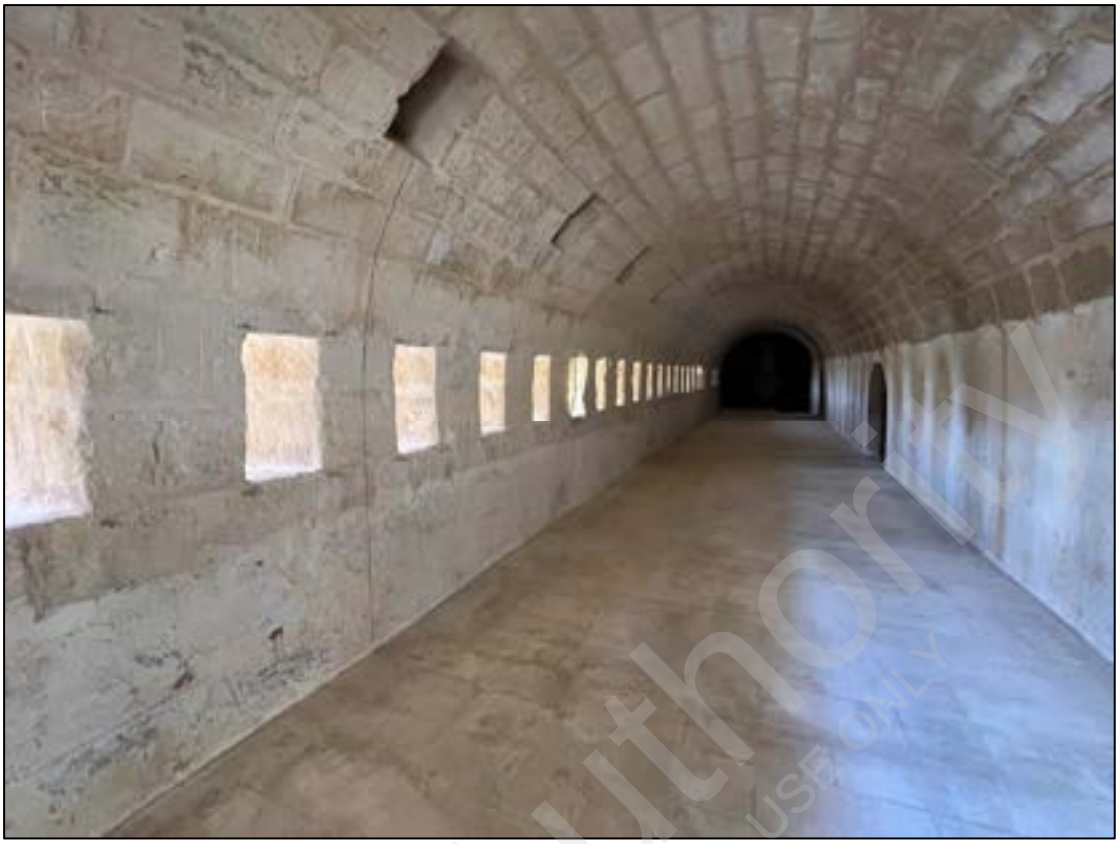


Figure 346: Restored counterscarp gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 347: Restored counterscarp gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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Figure 348: Restored counterscarp gallery as of 19th April, 2024. (Source: Dr. Hermann Bonnici)



Figure 349: View of the ditch covered with gravel as of 19th April, 2024. (Source: Dr. Hermann Bonnici)

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23.6 The reinforced concrete Gun Emplacements will be repaired and integrated into an upper promenade, overlooking the ditch on one side, and the sea on the other. The underground bunkers, and the machinery will also be cleaned up and repaired, and integrated into a lower Heritage route that will include the three Counterscarp Galleries, the north-western Flank, and the Tower. It is further proposed that this route be linked to the rocky sea-shore on Sliema Creek, with the reconstruction of the original steps from the Tower down to the sea, and the refurbishment of the underground facilities that existed here during the Second World War, in connection with submarine warfare.

Observations:

It was observed that the original steps linking the tower with the sea were reconstructed. However, no meaningful interventions were carried out on the Second World War battery (Tigné battery) with the consequence that this important military building is in a very poor state of preservation and requires immediate attention.

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Figure 350: Side of the reconstructed stairs. Photo taken soon after its reconstruction. (Source: MIDI plc)



Figure 351: Tigné Battery as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 352: Tigné Battery as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 353: Tigné Battery as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 354: Tigné Battery as of 19th April, 2024. (Source Dr. Hermann Bonnici)



Figure 355: Tigné Battery as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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Figure 356: Tigné Battery as of 19th April, 2024. (Source Dr. Hermann Bonnici)

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End.

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Lead partner: Kevin Mifsud - B. Accountancy, MBA (Warwick), FIA, CPAA

Managing partner: Anita Aloisio - B.Comm., B.A. Hons. (Accountancy), EMBA (Edin. & Paris), CPA, FIA

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Deed No

Partial Rescission of Temporary Emphyteusis Manoel Island Site and Fort Tigne' Site Reservation of Easements Settlement

Enrolled in the Public Registry on the:

Land Registry:

Before me, Doctor of Laws << >>, a Notary Public, duly admitted and sworn, have personally appeared and identified themselves in accordance with law, by means of the hereunder mentioned official documents:

The Parties To This Deed

Of the first part:

<< >> who is appearing on this Deed in his capacity as Chief Executive Officer of the Lands Authority in the name and on behalf of the Lands Authority for and on behalf of the **Government of Malta** (in this Deed referred to as the "**Government**"), as duly authorised by virtue of a resolution of the Board of Governors of the Lands Authority, a copy of which is hereto attached as Document A1, and by virtue of the Parliamentary Resolution, a copy of which is hereto attached as Document A2. The Lands Authority related papers are marked with reference << >>.

Of the second part:

<< >> who is appearing on this Deed in the name and on behalf of **MIDI p.l.c.**, a public limited liability company registered in Malta with company registration letter C numbers one five eight three six (C15836) and registered office at North Shore, Manoel Island limits of Gzira (in this Deed referred to as "**MIDI**"), as duly authorised by virtue of a resolution of the Board of Directors of the company, a copy of which is hereto attached as Document A3, made

pursuant to the approval of the shareholders of MIDI as results from the EGM Approval.

Of the third part:

<< >> who is appearing on this Deed in the name and on behalf of the **Authority for Transport in Malta**, a body corporate established by virtue of the Authority For Transport In Malta Act, Chapter four hundred and ninety nine (Cap 499) of the Laws of Malta, having its principal business address at << >> (in this Deed referred to as the "**Transport Authority**"), as duly authorised by virtue of a resolution of the Board of Directors of the Authority for Transport in Malta, a copy of which is hereto attached as Document A4.

In this Deed: -
The Government, MIDI, and the Transport Authority are collectively referred to as the "**Parties To This Deed**";
The Government and MIDI are collectively referred to as the "**Parties".**

Definitions

The Parties To This Deed agree that in this Deed and all its Parts, all capitalised terms defined in the Original Deed of Emphyteusis shall, unless the context otherwise requires or unless expressly amended or redefined herein, bear the meanings ascribed to them in the Original Deed of Emphyteusis.

Furthermore, the Parties To This Deed agree that in this Deed and all its Parts, unless the context otherwise requires and in addition to any other definitions made elsewhere in this Deed, the following defined terms have the meaning assigned to them hereunder:

"**Access Ways**" means:

i. the network of pathways, passages, stairways and open spaces situated within the Tigne' Point Site including the Pjazza Tigne' shown shaded in light blue on the plan PD 2026_0300_2 attached to this Deed as Document P4; these will also include, if and

when built, further pedestrian access from Ix-Xatt ta' Qui-Si-Sana (in this Deed referred to as the "**Surface Pedestrian Access Network**");

ii. (a) the surface and underground network of service roads or driveways which extend from Ix-Xatt ta' Qui-Si-Sana in Sliema to the Unloading Bay and from the Unloading Bay to the Fort Tigne' Site marked in dark blue and green on the plans PD 2026_0300_4, PD 2026_0300_6 and PD 2026_0300_3 herewith attached and marked respectively as Documents P3A, P3B and P3C. The Unloading Bay is shown in orange on the plan PD 2026_0300_4 attached to this Deed Document P3A; (b) the service road from the public road network in Qui-Si-Sana, Sliema and vice versa, over the land situated within the Tigne' Point Site designated for the purpose by MIDI as shown in red on the plan PD 2026_0300_1 attached to this Deed as Document P3D ("**Service Access Ways**");

"**Deed**" means this deed in all its parts together with all the schedules and other documents attached hereto.

"**Deeds of Apportionment of Ground-rent**" means the deeds entered into between the Government and MIDI by virtue of which the Government acknowledged the *pro rata* apportionment of the Original Ground-rent in respect of certain apartments, parking spaces, lock-up garages, storage rooms and other properties situated within the Tigne' Point Site, namely the following deeds:

i. the deed in the Records of Notary Vincent Miceli of the twenty second day of December of the year two thousand and six (22/12/2006);

ii. the deed in the Records of Notary Vincent Miceli of the twenty fourth day of October of the year two thousand and seven (24/10/2007);

iii. the deed in the Records of Notary Vincent Miceli of the twenty ninth day of January of the year two thousand and nine (29/01/2009);

iv. the deed in the Records of Notary Diana Charles of the twenty ninth day of July of the year two thousand and ten (29/07/2010);

v. the deed in the Records of Notary Diana Charles of the twenty ninth day of November of the year two thousand and ten (29/11/2010);

vi. the deed in the Records of Notary Tania Spiteri of the twentieth day of April of the year two thousand and twelve (20/04/2012);

vii. the deed in the records of Notary Peter Fleri Soler of the twentieth day of March of the year two thousand and fourteen (20/03/2014) as modified by virtue of a deed in the records of Notary Pierre Attard of the eleventh day of July of the year two thousand and fourteen (11/07/2014);

viii. the deed in the records of Notary Michael Galea of the twenty fourth day of April of the year two thousand and fifteen (24/04/2015); and

ix. the deed in the Records of Notary Pierre Attard of the tenth day of May of the year two thousand and sixteen (10/05/2016).

"**Deeds of Conversion and/or Redemption**" means the public deeds entered into between the Government and *utilisti* of residential units or garage spaces constructed on the Tigne' Point Site by virtue of which the temporary title was converted into a perpetual one and / or the ground-rent burdening the property was redeemed.

"**Deeds of Reduction and Waivers**" means the various deeds by virtue of which the Government gave its consent to the reduction of the Note of Hypothec and Privilege insofar as it secured the payment of the Premium Privilege and waived its hypothecary and privileged rights arising therefrom insofar as these affected parts of the Original Emphyteutical Land and limitedly with regard to the payment of the Premium Privilege, including the following deeds:

i. the deed in the records of Notary Vincent Miceli of the twenty ninth day of January of the year two thousand and nine (29/01/2009) – deed number eight (8);

ii. the deed in the records of Notary Diana Charles of the twenty ninth day of November of the year two thousand and ten (29/11/2010) – deed number two hundred and thirty-six (236);

iii. the deed in the records of Notary Tania Spiteri of the twentieth day of April of the year two thousand and twelve (20/04/2012) deed number forty-six (46);

iv. the three deeds in the records of Notary Pierre Attard all dated the tenth day of April of the year two thousand and sixteen (10/04/2016) – deeds number fifty-five, fifty-six and fifty-eight (55, 56 and 58);

v. the deed in the records of Notary Peter Fleri Soler of the seventh day of February of the year two thousand and seventeen (7/02/2017) – deed number twenty (20);

vi. the deed in the records of Notary Hans Karl Attard of the fourth day of April of the year two thousand and nineteen (4/04/2019);

vii. the NPA Deed of Reduction.

"**EGM Approval**" means the approval at the extraordinary general meeting of MIDI's shareholders held on << >> approving the Partial Rescission and the content of this Deed in terms of the provisions of the Capital Market Rules regulating major disposals, as results from extract of the minutes attached to this deed as Document A5.

"**Enemalta**" means Enemalta p.l.c., a public limited liability company registered in Malta with company registration letter C six five eight three six (C65836) and registered office at Triq Belt Il-Hazna, Marsa MRS1571, Malta.

"**Enemalta Commodatum**" means all the commodatum rights and other rights and concessions in favour of Enemalta to operate distribution centres or substations on divided parts of the Manoel Island Site including:

i. the commodatum regulated by the deed in the records of John Gambin of the fourteenth day of September of the year two thousand and five (14/09/2005) and in the deed in the records of Daniela Mifsud Buhagiar of the seventeenth day of January of the year two thousand and nine (17/01/2009),
ii. the commodatum and other rights and concessions with regards to other sites on the Manoel Island Site.

"**Fort Tigne' Site'**" means Fort Tigne' as defined in clause 2.3.6 of the Original Deed of Emphyteusis and as indicated on plan Land Drawing LD175A/99 marked Schedule One (1) to the Original Deed of Emphyteusus, having an area of approximately fourteen thousand seven hundred and ninety square metres (14,790 m²) and the surrounding areas having a superficial area of approximately twenty thousand five hundred and eighty metres squared (20,580 sqm) with a total area of thirty five thousand three hundred and seventy metres squared (35,370 sqm) shown outlined in red on the plan PD 2026_0300, attached to this Deed as Document P1 including its airspace *usque ad coelum* (albeit subject to easements) and its subterrain *usque ad infernum* (also subject to easements), with any rights and appurtenances stated on this Deed and bounded on the West by the remainder of Tigne' Point Site, on the North by the foreshore and East by the foreshore facing Valletta.

"Ground-rent Hypothec and Privilege" means the general hypothec granted by MIDI and the special privilege over the Original Emphyteutical Land reserved by the Government on the Original Deed of Emphyteusis to secure the payment of the Original Ground-rent and registered in the Public Registry of Malta by virtue of the Note of Hypothec and Privilege.

"**Lands Authority**" means the body established by article five (5) of the Lands Authority Act chapter five hundred and sixty-three (chap 563) of the laws of Malta.

"**Manoel Island Site**" means Manoel Island as this term is defined in sub-article one point one point two (1.1.2) of Article One (1) (*Grant of Emphyteutical Concession*) of the Original Deed of Emphyteusis as bordered red on plan PD 2026_0300_5 attached to this deed as Document P2.

"**Maritime Authority**" means the Malta Maritime Authority, whose functions have since the date of the Original Deed of Emphyteusis been assumed by the Transport Authority.

"**Note of Hypothec and Privilege**" means the Note of Hypothec and Privilege (comprising the Ground-rent Hypothec and Privilege and the Premium Privilege) registered in the Public Registry of Malta in favour of the Government and against MIDI in Volume Hypothecs with number nine thousand nine hundred and seventy-three of the year two thousand (H.9973/2000) and registered in the Land Registry as charge number one four seven three of the year two thousand (c.c.1473/2000), as reduced by several deeds and several notes of reference and Land Registry applications.

"**NPA Deed of Reduction**" means the deed in the records of Notary Pierre Attard of the twelfth day of November of the year two thousand and twenty (12/11/2020) entered into between the Government and MIDI by virtue of which deed Government *inter alia* gave its consent to the reduction of the Premium Privilege in the manner stated therein including the waiver of the Government's rights arising from the Premium Privilege insofar as these rights affect:

i. the Tigne' North One Phase Area with all its rights and appurtenances;
ii. the entire Tigne' Point Site with all its rights and appurtenances.

"**Original Base Ground-rent**" means the Original Ground-rent prior to its first increase in terms of the Original Deed of Emphyteusis.

"**Original Deed of Emphyteusis**" means the deed in the Records of Notary Vincent Miceli of the fifteenth day of June of the year two

thousand (15/06/2000) together with all the schedules, plans and other documents attached thereto, entered into between the Parties To This Deed.

"**Original Emphyteutical Grant**" means the temporary emphyteutical grant for a period of ninety-nine (99) years commencing from the fifteenth day of June of the year two thousand (15/06/2000) of the Original Emphyteutical Land made by the Government to MIDI by virtue of the Original Deed of Emphyteusis, in consideration of the payment of the Original Premium and the Original Ground-rent, under the terms and subject to the conditions contained in the Original Deed of Emphyteusis.

"**Original Emphyteutical Land**" means all the immovable property described and collectively referred to as the "Property" in Sub-Article one point five (1.5) of Article One (1) (*Grant of Emphyteutical Concession*) of the Original Deed of Emphyteusis, which immovable property forms the subject matter of the Original Emphyteutical Grant and comprises the Tigne' Point Site and the Manoel Island Site.

"**Original Ground-rent**" means the annual temporary revisable ground-rent imposed on the Original Emphyteutical Land by the Government on the Original Deed of Emphyteusis, namely one million one hundred and eighteen thousand and ninety nine euro (EUR1,118,099) which increased to one million nine hundred and fifty six thousand six hundred and seventy four euro (EUR1,956,674) on the first day of April of the year two thousand and twenty five (01/04/2025) and shall increase to two million two hundred and thirty six thousand one hundred and ninety eight euro (EUR2,236,198) on the first day of April of the year two thousand and fifty (01/04/2050), subject to the abatements and other increases provided for in terms of the Original Deed of Emphyteusis, payable annually in arrears on the first (1st) day of April of each year.

"**Original Premium**" means the total premium of ninety two million, one hundred and seventy three thousand, three hundred and five euro and thirty eight cents (EUR92,173,305.38) originally due by MIDI to the Government in terms of the Original Deed of Emphyteusis and which in terms of Schedule Nine (9) (*Attribution*

of Premium) of the Original Deed of Emphyteusis is attributable as to:

i. the sum of forty-two million, five hundred and eleven thousand and sixty-four euro and fifty-two cents (EUR42,511,064.52) to the Tigne' Point Site (hereinafter referred to as the "**Tigne' Point Site Original Premium**"); and

ii. the sum of forty-nine million, six hundred and sixty-two thousand, two hundred and forty euro and eighty-six cents (EUR49,662,240.86) to Manoel Island Site (hereinafter referred to as the "**Manoel Island Site Original Premium**").

"**Parliamentary Resolution**" means the special resolution << >> of the House of Representatives of Malta taken during the sitting of the << >> in terms of the Government Lands Act Chapter five hundred and seventy-three (Cap 573) of the Laws of Malta approving the Partial Rescission and the contents of this Deed.

"Partial Rescission" means the partial rescission of the Original Deed of Emphyteusis effected by virtue of this Deed pursuant to which the Original Emphyteutical Grant over the Manoel Island Site and Fort Tigné Site shall be rescinded whilst the Original Deed of Emphyteusis and the Original Emphyteutical Grant over Tigné Point Site (with the exclusion of Fort Tigné Site) shall remain in full force and effect.

"**Premium Privilege**" means the special privilege on the Original Emphyteutical Land reserved by the Government to secure the payment of the outstanding balance of the Original Premium which at the time of publication of the Original Deed of Emphyteusis amounted to ninety-one million, seven hundred and seven thousand, four hundred and thirty euro and seventy cent (EUR91,707,430.70) and registered in the Public Registry of Malta and at the Land Registry of Malta by virtue of the Note of Hypothec and Privilege.

"**Reimbursement Amount**" means the amount of forty-seven million, three hundred and twenty-one thousand euro (EUR47,321,000) to be reimbursed to MIDI by the Government in

pursuance of the Partial Rescission, representing a partial reimbursement of (a) the consideration paid by MIDI to the Government under the Original Deed of Emphyteusis in respect of the Manoel Island Site and the Fort Tigne' Site, and (b) the costs and expenses incurred by MIDI in relation to the Manoel Island Site and the Fort Tigne' Site, and in respect of which MIDI has provided to the Government comprehensive supporting documentation.

"**Tigne' Point Site**" means Tigne' Point as this term is defined in the Original Deed of Emphyteusis.

"**Unloading Bay**" means the divided portion of land at the Tigne Site having an area of approximately one hundred forty-seven square metres (147 sq.m.) located at basement level plus ten point five meters (+10.5m) bounded on the West by the Q1 and Q2 car park, on the South by the Piazza Tigne public car park and on the North by the foreshore including the area occupied by title of commodatum (loan for use) by Enemalta Corporation as shown on plan PD 2026_0300_4 attached to this deed as document P3A.

Interpretation

In this Deed, unless otherwise expressly stated or the contrary intention appears:

a) words denoting the singular shall include the plural and vice-versa, words importing a gender shall include all genders, including masculine, feminine, and neuter;

b) references to an Article, Schedules and Annexes are a reference to articles, schedules and annexes attached
to this Deed unless otherwise stated;

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 an undertaking;

d) reference to the Original Deed of Emphyteusis is a reference to the Original Deed of Emphyteusis including the

schedules, plans and other documents attached to the Original Deed of Emphyteusis;

e) where the context permits, reference to the Emphyteuta includes MIDI's successors in title;

f) the headings in this Deed are for ease of reference and do not affect its construction or interpretation;

g) the schedules, plans and other documents attached to this Deed shall be construed to form a substantial and integral part of this Deed and shall have effect as if set out in the body of this Deed and any reference to this Deed shall also include a reference to the said schedules, plans and documents;

h) any reference to any law or legal provision 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;

j) references to "include", "includes" and including (or any cognate term) shall be construed as followed by "without limitation" and general words shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things;

k) the terms "rescind", "rescission" and other cognate terms shall be construed as to include the termination and extinguishment of all rights, real or personal, obligations, real or personal, claims, charges, burdens arising under or by virtue of the Original Deed of Emphyteusis.

Recitals

The Parties hereby premise, agree and declare that:

(A) By virtue of the Original Deed of Emphyteusis, the Government granted to MIDI, that acquired, the Original

Emphyteutical Land on title of temporary emphyteusis for a period of ninety-nine (99) years which commenced on the fifteenth day of June of the year two thousand (15/06/2000), for the consideration and under the terms and subject to the conditions set out in the Original Deed of Emphyteusis;

(B) Fort Tigne' Site and Manoel Island Site form part of the Original Emphyteutical Land;

(C) The Original Deed of Emphyteusis contemplates the development of the Tigne' Point Site and the Manoel Island Site;

(D) The Tigne' Point Site Original Premium has been paid in full by MIDI to the Government as results from the NPA Deed of Reduction;

(E) MIDI has paid the Original Ground-rent burdening the Original Emphyteutical Land including the Manoel Island Site and the Fort Tigne' Site up to 31 March 2025;

(F) In the year two thousand and twenty five (2025), Government and the Transport Authority filed judicial letters against MIDI alleging breach of conditions of the Original Emphyteutical Grant, including judicial letter number two thousand six hundred and sixty six of the year 2025 (2666/2025) filed on tenth (10th) June 2025 and judicial letter number four thousand two hundred seventy of the year 2025 (4270/2025) filed on twenty fourth (24th) September 2025, with the latter purporting to give six (6) months' notice of rescission of the Original Emphyteutical Grant (the "**Judicial Letters**");

(G) MIDI has rejected the allegations made by Government and the Transport Authority and maintains that it is not in breach of conditions of the Original Emphyteutical Grant and has responded to the Judicial Letters by means of judicial letters numbered two thousand seven hundred and twenty four of the year 2025 (2724/2025), four thousand nine hundred and ninety of the year 2025 (4990/25), one thousand and seventy one of the year 2026 (1071/2026) (the "**MIDI Judicial Proceedings**");

(H) Government has withdrawn its support for the project which MIDI intended to develop on the Manoel Island Site and has publicly declared its intention to convert the Manoel Island into a national park;

(I) Following Government's withdrawal of support for the project which MIDI intended to develop on the Manoel Island Site and in the interests of its shareholders, bondholders and lenders, MIDI confirmed its willingness to reach an agreement with Government that would result in the return of the Manoel Island Site and Fort Tigné Site to Government and that it was prepared to forego any possible claim to loss of earnings and limit its claim to the recovery of actual consideration paid and actual expenses incurred in relation to the Manoel Island Site;

(J) The Government hereby confirms that it has not granted the requested consent for the transfer of the Fort Tigne' Site which has accordingly been included within the scope of this Deed;

(K) MIDI has incurred substantial expenses in relation to the Manoel Island Site and the Fort Tigné Site, and has provided comprehensive documentation to Government supporting its claim;

(L) The Parties to This Deed, with the intention of definitively settling amicably the disputes subsisting between them by way of Settlement, have agreed to enter into this Deed (the "**Settlement**");

(M) The Parties To This Deed recognise that the Original Deed of Emphyteusis grants emphyteutical rights over two distinct and geographically separate properties (Manoel Island and Tigné Point) which are independent of each other within the meaning of Article one thousand two hundred and eleven (1211) of the Civil Code (Chapter Sixteen [XVI] of the Laws of Malta), and that Fort Tigne Site is a historically significant, Grade one (1) listed eighteenth (18^{th}) century polygonal fort of national heritage such that it is lawful to rescind the Original Emphyteutical Grant with regard to the Manoel Island Site and the Fort Tigne' Site only, while retaining it in force with regard to Tigne' Point Site with the exclusion of the Fort Tigne' Site;

(N) This Deed is being entered into following the EGM Approval and the Parliamentary Resolution;

(O) This Deed is entered into on a without admission basis and nothing in this Deed shall constitute or be construed as an admission by any Party of any breach, wrongdoing, liability or fault whatsoever.

Now therefore by virtue of this Deed:

1. Partial Rescission

1.1 By virtue of this Deed and subject to the terms and conditions hereof, MIDI and the Government hereby irrevocably and unconditionally partially rescind the Original Emphyteutical Grant limitedly and exclusively insofar as it relates to the Manoel Island Site and the Fort Tigne' Site with immediate effect from the date of this Deed. Accordingly, by virtue of the aforesaid Partial Rescission, the temporary *utile dominium* over the Manoel Island Site and the Fort Tigne' Site hereby reverts with immediate effect to the Government in its capacity as *dominus*.

1.2 The Government and MIDI hereby acknowledge and declare that, save for what is stipulated in this Deed and insofar as concerns the Tigne' Point Site, with the exclusion of the Fort Tigne' Site, the Original Emphyteutical Grant made by the Government to MIDI by virtue of the Original Deed of Emphyteusis shall remain in full force and effect in terms of the Original Deed of Emphyteusis with all rights, obligations and conditions remaining binding on the Parties To This Deed, subject to the Deeds of Apportionment of Ground-rent, the Deeds of Conversion and/or Redemption, the Deeds of Reduction and Waivers and this Deed.

1.3 The Parties hereby agree that, save for what is expressly mentioned in this Deed, the Manoel Island Site and the Fort Tigne' Site are hereby immediately reverting to the Government in full ownership, free and unencumbered save for (a) the easements which are apparent or result from their position and the easements referred to in this Deed (b) the occupation by third parties as detailed in the Original Deed of Emphyteusis and the Enemalta Commodatum.

1.4 MIDI warrants and guarantees in favour of the Government, which accepts, that, save for what is mentioned in this Deed and subject to the proviso that these warranties and guarantees are the only warranties and guarantees being provided by MIDI to the Government to the exclusion of any other warranties and guarantees (whether express or implied):

(i) it has not transferred the Manoel Island Site and the Fort Tigne' Site or any part thereof under any title whatsoever;

(ii) it has not encumbered the Manoel Island Site and the Fort Tigne' Site with any burdens, ground-rents, easements, third party rights, whether real or personal and of whatever type or nature, save for (a) any public services currently passing through, under or over the Manoel Island Site and the Fort Tigne' Site, and (b) the praedial easements and other rights against and in favour of the other parts of the Tigne' Point Site referred to in Article 8 of this Deed; and that all hypothecs, privileges and charges previously registered on the Manoel Island Site and the Fort Tigne' Site have been cancelled or waived (as the case may be) and accordingly the Manoel Island Site and the Fort Tigne' Site are not burdened with any hypothecs, privileges or charges save for the Note of Hypothec and Privilege;

1.5 The Government is accepting the repossession of the Manoel Island Site and the Fort Tigne' Site in their *tale quale* state. Furthermore, The Government and MIDI agree that since MIDI acquired the Manoel Island Site and the Fort Tigne' Site from the Government, MIDI is not giving any warranty for any defects, latent or otherwise, which may exist in the Manoel Island Site and the Fort Tigne' Site, which warranty for defects, latent or otherwise, is being expressly excluded.

1.6 The Government accepts and acknowledges that it is satisfied with the restoration works on the Fort Tigne' Site and the Manoel Island Site and that these restoration works have been executed by MIDI in accordance with the conditions laid down in the Original

Deed of Emphyteusis and that it has no claims of whatsoever nature against MIDI in respect thereof.

1.7 Without prejudice to the Reimbursement Amount by the Government to MIDI, the Partial Rescission is being executed against no monetary consideration.

1.8 As a result of the Partial Rescission of the Original Emphyteutical Grant limitedly and exclusively to the Manoel Island Site and the Fort Tigne' Site and their reversion in favour of the Government, the Parties further agree that, save for what is agreed and stipulated in this Deed, the Parties have no further obligations towards one another and shall not have any further rights or claims against one another arising from the Original Emphyteutical Grant with respect to the Manoel Island Site and the Fort Tigne' Site and all such obligations and rights are hereby extinguished forthwith.

2. Tigne' Point Site

2.1 Save for what is otherwise expressly stated in this Deed and in the Deeds of Apportionment of Ground-rent, the Deeds of Conversion and/or Redemption and the Deeds of Reduction and Waivers, the Original Emphyteutical Grant with respect to the Tigne' Point Site (with the exclusion of the Fort Tigne' Site) shall remain firm, valid and unimpaired and all rights, obligations and conditions related to Tigne' Point Site (with the exclusion of the Fort Tigne' Site) shall, insofar as such rights, obligations and conditions are still applicable, remain binding on the Parties To This Deed.

2.2 Nothing in this Deed shall affect, limit or prejudice:

i. MIDI's rights and obligations under the Original Deed of Emphyteusis as they relate to the Tigne' Point Site (with the exclusion of the Fort Tigne' Site);
ii. Government's rights and obligations under the Original Deed of Emphyteusis as they relate to the Tigné Point Site (with the exclusion of the Fort Tigne' Site);
iii. The ongoing emphyteutical relationship between the Parties To This Deed with respect to Tigné Point Site (with the exclusion of the Fort Tigne' Site).

2.3 Notwithstanding anything to the contrary in the Original Deed of Emphyteusis, the Parties agree that all the development on Tigne' Point Site is substantially complete for all purposes of Article Eight (8) of the Original Deed of Emphyteusis, and accordingly Article Eight (8) of the Original Deed of Emphyteusis shall no longer apply insofar as the Tigne' Point site is concerned. Furthermore, Government confirms and warrants that as at the date of this Deed it has no claims against MIDI in respect of Tigné Point Site .

2.4 With effect from the date of this Deed and for all purposes of the continuing emphyteutical relationship between the Parties To This Deed with respect to the Tigné Point Site (with the exclusion of the Fort Tigné Site):

i. the Original Deed of Emphyteusis shall be read, interpreted and construed as if all references therein — whether express or by necessary implication — to the Manoel Island Site, the Fort Tigné Site, and any rights, obligations, concessions, schedules, plans or other matters exclusively relating to or arising out of the Manoel Island Site and/or the Fort Tigné Site, were deleted and of no further force or effect;

ii. any provision of the Original Deed of Emphyteusis which refers to the Emphyteutical Land, the Emphyteutical Concession or any part thereof shall, to the extent that such provision relates to or is capable of applying to the Tigné Point Site (with the exclusion of the Fort Tigné Site), continue to apply in full force and effect, read *mutatis mutandis* as if the Manoel Island Site and the Fort Tigné Site formed no part of the Emphyteutical Land;

iii. no provision, obligation, condition, right, schedule, plan, concession or other matter contained in or attached to the Original Deed of Emphyteusis which relates solely or principally to the Manoel Island Site or the Fort Tigné Site shall be capable of being enforced, relied upon or applied by either Party in connection with the Tigné Point Site (with the exclusion of the Fort Tigné Site), the continuing emphyteutical relationship, or otherwise, with effect from the date of this Deed.

For the avoidance of doubt, any defined terms used in the Original Deed of Emphyteusis which encompass the Manoel Island Site and/or the Fort Tigné Site — including, without limitation, the defined term 'Emphyteutical Land' — shall, from the date of this Deed, be construed as referring exclusively to the Tigné Point Site with the exclusion of the Fort Tigné Site.

3. **Ground-rent**

3.1 Limitedly and exclusively with regard to the Manoel Island Site and the Fort Tigne' Site, the Original Ground-rent shall no longer be due and payable and the Government accepts and acknowledges that it has no claims or rights against MIDI in respect of any Original Ground-rent due or payable as at the date of this Deed.

3.2 Pursuant to this Deed, the Original Base Ground-rent is being revised to five hundred and fifteen thousand eight hundred and forty Euro (EUR 515,840) which shall continue to burden the Tigne' Point Site (with the exclusion of the Fort Tigne' Site), save for the Deeds of Apportionment of Ground-rent, the Deeds of Conversion and/or Redemption and the Deeds of Reduction and Waivers. Following the first increase commencing from the first (1st) April of the year two thousand and twenty-five (2025), the Original Base Ground-rent is the sum of nine hundred and three thousand six hundred and seventeen Euro (EUR 903,617) and following the second increase commencing from the 1st April of the year two thousand and fifty (2050), the Original Base Ground-rent shall be increased to the sum of one million and thirty one thousand six hundred and seventy nine Euro (EUR 1,031,679). The Parties confirm and acknowledge that the said reduced figures have been calculated so as to reflect exclusively the Original Base Ground-rent (and the increases thereon) attributable to the Tigne' Point Site with the exclusion of the Fort Tigne' Site, and that the portions of the Original Base Ground-rent (and the increases thereon) attributable to the Manoel Island Site and the Fort Tigne' Site have been entirely extinguished by virtue of this Deed.
The Parties agree that the ground-rent payable by MIDI and its subsidiary T14 Investments Limited registration number letter C 63982, as from the first (1st) April of the year two thousand and

twenty five (2025), after taking into account the Deeds of Apportionment of Ground-rent, the Deeds of Conversion and/or Redemption and the Deeds of Reduction and Waivers is of one hundred and twelve thousand four hundred and three Euro (EUR112,403) which shall remain revisable in accordance with the Original Deed of Emphyteusis.

4. **Premium**

4.1 The Parties agree that that the Original Premium is fully settled for the reason that: -
(i) pursuant to this Deed the unpaid balance of the Manoel Island Site Original Premium shall no longer be due and payable;
(ii) the Tigne' Point Site Original Premium has been paid in full as results from the NPA Deed of Reduction.

5. **Services and Utilities**

5.1 All bills relating to the supply and consumption of the water, electricity and other utility services (collectively "**Utility Services**") as at the date of this Deed existing on the Manoel Island Site and registered in the name of MIDI due for the supply and consumption up to today shall remain the sole responsibility of MIDI which undertakes in favour of the Government which accepts to pay and settle same by not later than three (3) months from the date of this Deed.

5.2 MIDI undertakes to sign forthwith all documentation necessary for the transfer of the Utility Services unto the name of the Lands Authority or a person indicated by the Lands Authority.

6. **Refund of the Reimbursement Amount**

6.1 The Government acknowledges and agrees that MIDI has incurred the Reimbursement Amount in connection with the Fort Tigne' Site and the Manoel Island Site that, as a result of the Partial Rescission, MIDI will no longer be able to enjoy the said properties and consequently all improvements thereon will be for the benefit of the Government.

6.2 Contemporaneously with the publication of this Deed, the Government is paying MIDI, which accepts, the Reimbursement Amount by means of bank transfer. Government is withholding from the Reimbursement Amount, four million five hundred and ninety thousand eight hundred and seven Euros (€4,590,807) representing the Value Added Tax which will become due by Tigne' Contracting Limited C28438, a subsidiary of MIDI as a result of the Partial Rescission. The aforesaid amount shall be credited on the date of this Deed to the Value Added Tax account of Tigne' Contracting Limited C28438, VAT number MT 1613 6629.

6.3 The Reimbursement Amount represents full and final settlement of all claims by MIDI against Government and the Transport Authority in respect of the Partial Rescission of Manoel Island Site and the Fort Tigne' Site.

7. **Reduction Note of Hypothec and Privilege**

7.1 By virtue of this Deed, the Government is granting its consent to the reduction of the Note of Hypothec and Privilege in the sense that:

i. it is cancelling the Premium Privilege
ii. it is waiving all general hypothecary rights against MIDI insofar as the obligations relating to the Manoel Island Site and the Fort Tigne' Site are concerned.

7.2 In addition to the above, the Government otherwise maintains the special privilege over the Tigne' Point Site (with the exclusion of the Fort Tigne' Site) reserved by the Government on the Original Deed of Emphyteusis to secure the payment of the Original Ground-rent insofar as this burdens the Tigne' Point Site (with the exclusion of the Fort Tigne' Site) firm, valid and unimpaired for the sum of:
(a) nine hundred and three thousand, six hundred and seventeen Euro (EUR903,617) for the period from the 1 April 2025 and ending on the 31 March 2050; and
(b) one million, thirty-one thousand, six hundred and seventy-nine Euro (EUR1,031,679) for the period commencing on the 1 April

2050 and ending on the date of expiration of the duration of the Emphyteutical Grant;
save for the Deeds of Apportionment of Ground-rent, the Deeds of Conversion and/or Redemption and the Deeds of Reduction and Waivers.

8. **Fort Tigne' Site**

8.1 Notwithstanding the provisions of article one thousand, five hundred and twenty-two (1522) of the Civil Code (Chapter 16 of the Laws of Malta), the Fort Tigne' Site is reverting to the Government as enjoying and as subject to the praedial easements and other rights against and in favour of the other parts of the Tigne' Point Site which now exist and those which are being reserved by virtue of this Deed and as subject to those obligations arising from the Original Deed of Emphyteusis.

8.2 Access to the Fort Tigne Site

8.2.1 The Parties acknowledge that the Fort Tigne' Site enjoys non-exclusive pedestrian access from the Public Areas forming part of the Tigne' Point Site, which access is exercised by virtue of the public nature of the said Public Areas in terms of Article 12 of the Original Deed of Emphyteusis. In addition, the Fort Tigne' Site shall, as an integral part of the Settlement, enjoy the non-exclusive right of vehicular access over the Service Access Ways. The Service Access Ways (as servient tenements) shall be subject to the easement or other rights for the advantage of the Fort Tigne Site' (as dominant tenement) consisting of the right of non-exclusive vehicular access through the Service Access Ways, subject to the following terms and conditions:

i. the service road forming part of the Service Access Ways which provides vehicular access from the Unloading Bay to the Fort Tigne' Site and vice versa, shall be restricted in the sense that the type of vehicle which may be used is limited by the width, height and configuration of the road and proximity of residential property;

ii. the access through the underground Service Access Ways shall only be available to persons servicing the Fort Tigne' Site;

iii. the access over the Service Access Ways shall not be exclusive to the Fort Tigne' Site and may also be available to the public in general or to other users of the remainder of Tigné Point Site and that such access shall be regulated by such signage as may be set up, painted or otherwise installed from time to time in or on the Service Access Ways to regulate both vehicular and pedestrian traffic;

Provided that all signage or other devices relating to the access contemplated by this paragraph iii shall be installed outside the Fort Tigne' Site;

iv. MIDI and its successors in title shall have the right to request to temporarily interrupt access from any part of the Access Ways in so far as they may be administered by MIDI and its successors in title for the purpose of carrying out maintenance and repairs or other works are manifestly necessary and therefore consent shall not be withheld unreasonably MIDI and its successors in title shall be bound to give fifteen (15) days' notice to the Government or its successors in title. The aforesaid notice and consent shall not be required in the case of an emergency.

Provided that where the MIDI or its successors in title shall exercise its rights under this paragraph, it shall complete any such works as expeditiously as possible and with the least interruption possible to the operations carried out at the Fort Tigne' Site.

8.3 Liquefied Petroleum Gas

8.3.1 The Government acknowledges that liquefied petroleum gas ("**LPG**") is supplied in certain parts of the Tigne' Point Site through infrastructure operated by third parties and situated within the Fort Tigne Site as detailed in the plan P1.

8.3.2 The Government shall be bound and undertakes for itself and its successors in title to continue giving access to the third parties operating the LPG, through the current infrastructure and to keep installed in the Fort Tigne' Site the LPG infrastructure which services those parts of the Tigne' Point Site making use of the LPG infrastructure. This stipulation is being made for the benefit of third

parties in terms of article one thousand (1000) of the Civil Code chapter sixteen (XVI) of the Laws of Malta.

8.4 Easements burdening the Fort Tigne' Site

8.4.1 The Fort Tigne' Site is reverting to and being accepted by the Government as subject to the following easements, which shall remain in full force and effect notwithstanding the rescission and reversion:

i. the easement referred to in the deeds in respect of the apartments in the complexes known as Caravaggio Court and Favray Court at Tigne' Point whereby MIDI for itself and its successors in title, constituted a servitude over, *inter alia*, the Fort Tigne' Site as servient tenements in favour of all the apartments in the Tigné South Development as dominant tenements that no objects or other things of whatsoever nature (including any plants, trees or other vegetation) which may in any manner obstruct, limit or restrict the sea views of any apartment in the Tigné South Development shall be put, planted or placed or permitted or allowed to be put, planted or placed thereon or therein; provided that nothing in this sub-clause shall be construed so as to prohibit the erection or placing of structures objects or other things of whatsoever nature (including any plants, trees or other vegetation) that do not substantially obstruct, limit or restrict the sea view; and provided further that this sub-clause is only applicable in the case of apartments intended in accordance with original plans as having sea views.

ii. the easement referred to in the deeds in respect of the apartments in the complex known as Preti Court at Tigne' Point whereby MIDI for itself and its successors in title, constituted a servitude over, *inter alia*, the area hatched in purple on the plan PD 2026_0300_7 thereto attached to this Deed as Document P5 as servient tenement in favour of those apartments in the Tigne` South-East Development which in accordance with the original plans are intended to enjoy a full sea view from

their front facade facing the foreshore as dominant tenements that no buildings and structures which may obstruct the said sea views of the said apartments shall be constructed thereon or therein; provided that the provisions of this sub-clause: (a) shall not be construed so as to prohibit the construction of buildings or structures that do not substantially obstruct the said sea view; (b) shall not prohibit the construction of buildings or structures which do not exceed the imaginary plane from the level of the floor of the ground floor apartments in the said complex Preti Court projected towards the foreshore facing Valletta taking the elevation of the complex Preti Court as the perpendicular; and (c) shall, for the avoidance of doubt, not be construed so as to effect in any manner the existing Fort Tigné building and other buildings or structures pertaining to the said Fort Tigné and shall, furthermore, not prohibit the construction, erection or addition of any buildings or structures which pertain to the historic or original fabric of the said Fort Tigné and other buildings or structures pertaining to it which it may be necessary or desirable to construct, erect or add from time to time.

iii. the easement (a) created by MIDI for itself and its successors in title, referred to in the deeds in respect of the apartments in the complex known as T10 at Tigne Point and (b) being reserved on this Deed by MIDI for itself and its successors in title over, *inter alia*, the area hatched in purple on the plan attached to this Deed as Document P5, as servient tenement, in favour of those apartments in the Tigne' East Development in accordance with the attached plan Document P5 are intended to enjoy a full sea view from their front facade facing the foreshore, as dominant tenements, that no buildings and structures which may obstruct the said sea views of the said apartments shall be constructed thereon or therein; provided that the provisions of this sub-clause: (a) shall not be construed so as to prohibit the construction of buildings or structures that do not substantially obstruct the said sea view, or the erection of any communications apparatus; (b) shall not prohibit

the construction of buildings or structures which do not exceed the imaginary plane from the level of the floor of the ground floor apartments in the said complex T10 (as defined in the said deeds) projected towards the foreshore facing the sea taking the elevation of the said complex T10 (as defined in the said deeds) as the perpendicular; and (c) shall, for the avoidance of doubt, not be construed so as to affect in any manner the existing Fort Tigné building and other buildings or structures pertaining to the said Fort Tigné and shall, furthermore, not prohibit the construction, erection or addition of any buildings or structures which pertain to the historic or original fabric of the said Fort Tigné and other buildings or structures pertaining to it which may be necessary or desirable to construct, erect or add from time to time.

iv. the easement (a) referred to in the deeds in respect of the apartments in the complex known as Q1 at Tigne' Point (b) being reserved by MIDI for itself and its successors in title in respect of the apartments in the complex known as Q1 at Tigne' Point that are still owned by MIDI over the area hatched in blue, shaded yellow and shaded green on the plan attached to this Deed as Document P5 all as servient tenements in favour of those apartments in the complex Q1 which in accordance with the plans attached to the deeds in respect of the apartments in the complex known as Q1 at Tigne' Point are intended to enjoy a full sea view from their apartment facing the North and / or the East foreshore as dominant tenements that no buildings and structures which may obstruct the said sea views of the said apartments shall be constructed thereon or therein; provided that the provisions of this sub-clause:

(a) shall not be construed so as to prohibit the construction of buildings or structures that do not substantially obstruct the said sea view, including the erection of any communications apparatus or storage facility for LPG;

(b) shall not prohibit the construction of buildings or structures which do not exceed the imaginary plane

from the level of the floor of the ground floor apartments in the Complex Q1 (as defined in the said deeds) projected towards the foreshore facing the sea taking the elevation of the complex Q1 (as defined in the said deeds) as the perpendicular;

(c) shall be subject, in so far as some areas form part of the Public Areas (as defined in Original Deed of Emphyteusis) to the terms and conditions relating to Public Areas in the Original Deed of Emphyteusis; and shall, for the avoidance of doubt, not be construed so as to affect in any manner the existing Fort Tigné building and other buildings or structures pertaining to the said Fort Tigné and shall, furthermore, not prohibit the construction, erection or addition of any buildings or structures which pertain to the historic or original fabric of the said Fort Tigné and other buildings or structures pertaining to it which may be necessary or desirable to construct, erect or add from time to time;

v. the easement (a) referred to in the deeds in respect of the apartments in the complex known as Q2 at Tigne' Point (b) being reserved by MIDI for itself and its successors in title in respect of the apartments in the complex known as Q2 at Tigne' Point that are still owned by MIDI over, inter alia, the area hatched in blue on the plan attached to this Deed as Document P5 as servient tenement in favour of the apartments in the complex Q2 as dominant tenements, that no buildings and structures shall be constructed on the servient tenement or therein, which may obstruct the sea views towards the servient tenement (as may be applicable) from the apartments in the complex Q2; provided that the provisions of this clause:

(a) shall not extend to the foreshore as defined in the Original Deed of Emphyteusis;

(b) shall not be construed so as to prohibit the construction of buildings or structures that do not substantially obstruct the said sea view, including the erection of any communications apparatus or storage facility for LPG;

(c) shall not prohibit the construction of buildings or structures which do not exceed the imaginary plane from the level of the floor of the Ground Floor Premises (as defined in the said deeds) projected towards the foreshore facing the sea taking the elevation of the complex Q2 (as defined in the said deeds) as the perpendicular; and

(d) shall, for the avoidance of doubt, not be construed so as to affect in any manner the existing Fort Tigné building and other buildings or structures pertaining to the said Fort Tigné and shall, furthermore, not prohibit the construction, erection or addition of any buildings or structures which pertain to the historic or original fabric of the said Fort Tigné and other buildings or structures pertaining to it which may be necessary or desirable to construct, erect or add from time to time.

(e) shall be subject, in so far as some areas form part of the Public Areas (as defined in the Original Deed of Emphyteusis) to the terms and conditions relating to Public Areas in the Original Deed of Emphyteusis.

8.4.2 All the easements or similar rights for the advantage of or burdening the Fort Tigne' Site or part thereof existing prior to this Deed or reserved or constituted by this Deed are an integral part of the Settlement and no consideration is due or payable with regard thereto.

9. **Settlement**

9.1 Without prejudice to and save for the terms and conditions of this Deed, the Parties to This Deed declare and agree that the Partial Rescission:

(i) is being entered into by way of Settlement;

(ii) is being made for no consideration and the Reimbursement Amount represents a reimbursement of a portion of the audited expenses, which is being accepted by MIDI in full settlement of any amounts so disbursed;

(iii) is not a transfer of property or real rights within the meaning of the Income Tax Act, Chapter one hundred and twenty-three (123) of

the Laws of Malta, and the Government acknowledges the same and concurs with these declarations.

9.2 The Government and the Transport Authority release and irrevocably discharge MIDI from:
i. All claims of any breach of the Original Deed of Emphyteusis relating to the Manoel Island Site and the Fort Tigne' Site, including all allegations, claims and causes of action contained in or arising from the Judicial Letters;
ii. Any claims for damages, penalties or fines relating to delays, non-completion or alleged breaches of obligations under the Original Deed of Emphyteusis;
iii. Any claims relating to the condition or state of Fort Tigne' Site and Manoel Island Site.

9.3 MIDI releases and irrevocably discharges Government and the Transport Authority from:
i. All claims, demands, actions, causes of action, suits, damages, losses and liabilities of whatsoever nature arising out of or relating to the Manoel Island Site or the Partial Rescission;
ii. Any claims arising from the alleged breach of the Original Deed of Emphyteusis in respect of the Manoel Island Site;
iii. Any claims arising from or in connection with the MIDI Judicial Proceedings or the matters alleged therein.

iv. Any claims on any other matter arising out of or in connection with the Original Deed of Emphyteusis insofar as relating to the Manoel Island Site and Fort Tigne' Site.

9.4 The Parties To This Deed agree that:

i. Government and the Transport Authority are entering into this Deed without admitting any wrongdoing or liability to MIDI, or that their actions (including the withdrawal of support for Manoel Island project and the Judicial Letters) were unlawful or improper;
ii. MIDI is entering into this Deed without admitting any breach of the Original Deed of Emphyteusis or its obligations thereunder.

iii. This Deed is a Settlement which (a) is being entered into to avoid the costs, delays and uncertainties of litigation; (b) represents a negotiated Settlement of disputed claims and does not constitute an admission by either Party of the merits of the other Party's position; (c) the reimbursement by Government to MIDI is made solely as part of a negotiated settlement and does not constitute an admission of liability, wrongdoing or breach by Government.

iv. Government hereby irrevocably renounces and withdraws the notice of rescission contained in the Judicial Letters which notice shall be of no further force or effect. Government further confirms and warrants that it has no claims against MIDI in respect of the Tigné Point Site and shall not, on the basis of any matter or circumstance existing as at the date of this Deed, seek rescission, termination or any other remedy under the Original Deed of Emphyteusis in respect of the Tigné Point Site, including on the basis of any allegation, claim or cause of action contained in or arising from the Judicial Letters.

9.5 The Parties to this Deed irrevocably and unconditionally waive any and all rights to bring any claim, suit, demand, action or proceeding of whatsoever nature against the other limitedly in relation to the Manoel Island Site and the Fort Tigne' Site, whether arising prior to, on or after the date of this Deed, including without limitation any claim in respect of: (a) the ground rent or premia which burdened the Manoel Island Site and the Fort Tigne' Site; (b) the restoration works carried out or required to be carried out; (c) improvements effected; insofar as these relates to the Manoel Island Site and the Fort Tigne' Site. The Government shall hold MIDI harmless in respect of any claim howsoever arising as a consequence of the Partial Rescission.

9.6 The Parties to this Deed agree and clarify that the Partial Rescission extends also to the Casino Concession and the Marina Concession ("**Concessions**") as well as the mooring rights on Manoel Island contemplated in the Original Deed of Emphyteusis and that pursuant to this Deed MIDI shall no longer have rights and

obligations with respect to the Concessions or mooring rights contemplated in the Original Deed of Emphyteusis.

9.7 The Parties confirm that, in terms of Article 21.3 of the Original Deed of Emphyteusis, the grant by the Maritime Authority to MIDI of the powers, functions and rights referred to in Article 6 of the Original Deed of Emphyteusis is automatically terminated as a consequence of the Partial Rescission. Accordingly, the Marina Concession and the Yachting Centre grant are terminated with effect from the date of this Deed.

9.8 The Parties To This Deed acknowledge that the Yachting Centre is hereby reverting to the Government and accordingly all rights vis a vis the current operator appointed in terms of Schedule thirteen (13) of the Original Deed of Emphyteusis, shall henceforth vest in Government.

9.9 The provisions of this Deed supersede all negotiations, understanding, discussions, memoranda, letters and agreements, whether verbal, written or otherwise and howsoever transmitted, as may have taken place or been reached between the Parties To This Deed prior to the date of this Deed.

10. **Legal and Judicial Fees**

10.1 Each Party shall be responsible for the payment of the fees of its own advisors. Each Party shall bear its own legal costs in connection with those judicial proceedings and neither Party shall have any claim against the other in respect of such costs.

10.2 All notarial fees, disbursements and expenses related to this Deed shall be borne and paid by Government, it being acknowledged by the Parties that the Manoel Island Site and the Fort Tigne' Site are reverting to the Government by virtue thereof.

11. **General Provisions**

11.1 **Governing Law**

This Deed shall be governed by and construed in accordance with the laws of Malta.

11.2 **Entire Agreement**
This Deed constitutes the entire agreement between the Parties to This Deed.

11.3 **Severability**
If any provision of this Deed is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties To This Deed shall negotiate in good faith to modify any such provision so that to the greatest extent possible it achieves the same effect as would have been achieved by the invalid or unenforceable provision. Provided that: (a) the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the payment obligations, the mutual releases, the easements and access rights, and the indemnities contained in this Deed, all of which provisions the Parties To This Deed acknowledge to be essential to the Settlement and which shall be deemed severable and independently enforceable; and (b) in the event that any provision which is material to the rights or interests of any Party To This Deed is held to be invalid or unenforceable, such party shall not be precluded from seeking such relief or remedy as may be available at law to restore it, to the greatest extent possible, to the position it would have been in had such provision been valid and enforceable.

Statutory Declarations

A. For the purposes of the Immovable Property (Acquisition by Non-Residents) Act, Chapter two hundred and forty-six (Cap 246) of the Laws of Malta, I the undersigned Notary do hereby declare no permit is required under this act since pursuant to the Partial Rescission the Manoel Island Site and Fort Tigne‘ Site are being restored to the Government.

B. 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 being declared that:-

i. the Property was acquired by the MIDI from the Government under an onerous title by virtue of the Original Deed of Emphyteusis.

ii. No duty on documents and transfers is due on this Deed as the Manoel Island Site and Fort Tigne' Site are, subject to the terms of this Deed, being restored back to the Government by way of a partial rescission *pro tanto.*

For the purposes of the Income Tax Act, Chapter one hundred and twenty-three (123) of the Laws of Malta, it is being declared that:-

i. the Parties to This Deed are:

a. reconfirming the declarations made under clause 9.1 of this Deed;

b. declaring to have provided to the undersigned Notary, all information which is required in order to determine whether this transfer is subject to article five (5) and article five letter 'A' (5A).

These declarations were made after the undersigned Notary cautioned them as to the importance of stating the truth;

ii. no property transfers tax or capital gains tax is due on this Deed as the Manoel Island Site and Fort Tigne' Site are, subject to the terms of this Deed, being restored back to the Government by way of a partial rescission *pro tanto.*

For the purposes of the Land Registry Act, Chapter two hundred and ninety-six (Cap 296) of the Laws of Malta, I the undersigned Notary do hereby declare that:

the temporary *dominium utile* of the Manoel Island Site and Fort Tigne' Site is registered in the Land Registry in the name of MIDI as part of Property Number << >> and the temporary direct ownership of Manoel Island Site and Fort Tigne' and the subsequent ownership thereafter is registered in the Land Registry in the name of the Government as part of Property Number << >>.

The Parties To This Deed delegate and authorise the undersigned Notary to execute all acts necessary for the registration of the contents of this Deed at the Public Registry and Land Registry.

List of Documents

Since the Documents attached to this Deed are more than five (5), a list of documents is hereto attached as a Schedule marked with the letter X for signature and registration.

This Deed has been done and published by me the undersigned Notary after having explained the contents thereof to the parties in accordance with law in Malta at << >>.

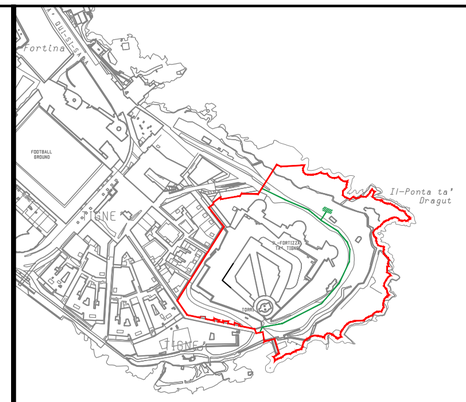
Document X

Schedule of Documents

Document A1	Resolution of the Board of Governors of Lands Authority
Document A2	Parliamentary Resolution
Document A3	Resolution of the Board of Directors of MIDI
Document A4	Resolution of the Board of Directors of Transport Authority
Document A5	EGM Approval
Document P1	Plan of the Fort Tigne' Site
Document P2	Plan of Manoel Island Site
Documents P3A, P3B, P3C and P3D	Plans of the Service Access Ways
Document P4	Plan of Surface Pedestrian Access Network
Document P5	Plan of sites – surviving easements on Fort Tigne' Site

Fort Tigne'
SLIEMA





Site Plan
S.S. 5673

Scale 1:5000
Map Ref.: 56075 456017
73926 (ED50) 3973729 (WGS84)

Property No: p/o 78938

- Fort Tigne' Site at Lvl +16.500
- LPG Tank at Lvl +16.500
- LPG Tank Infrastructure Route

Scale 1:1000

-20 0 20 40 60 80 100 120 140 160 180 200

Scale 1:1000

LANDS Authority
Auberge de Baviere
St. Sebastian Str, Valletta
Phone (00356) 2295 3238/39/40/42
Website landsauthority.org.mt

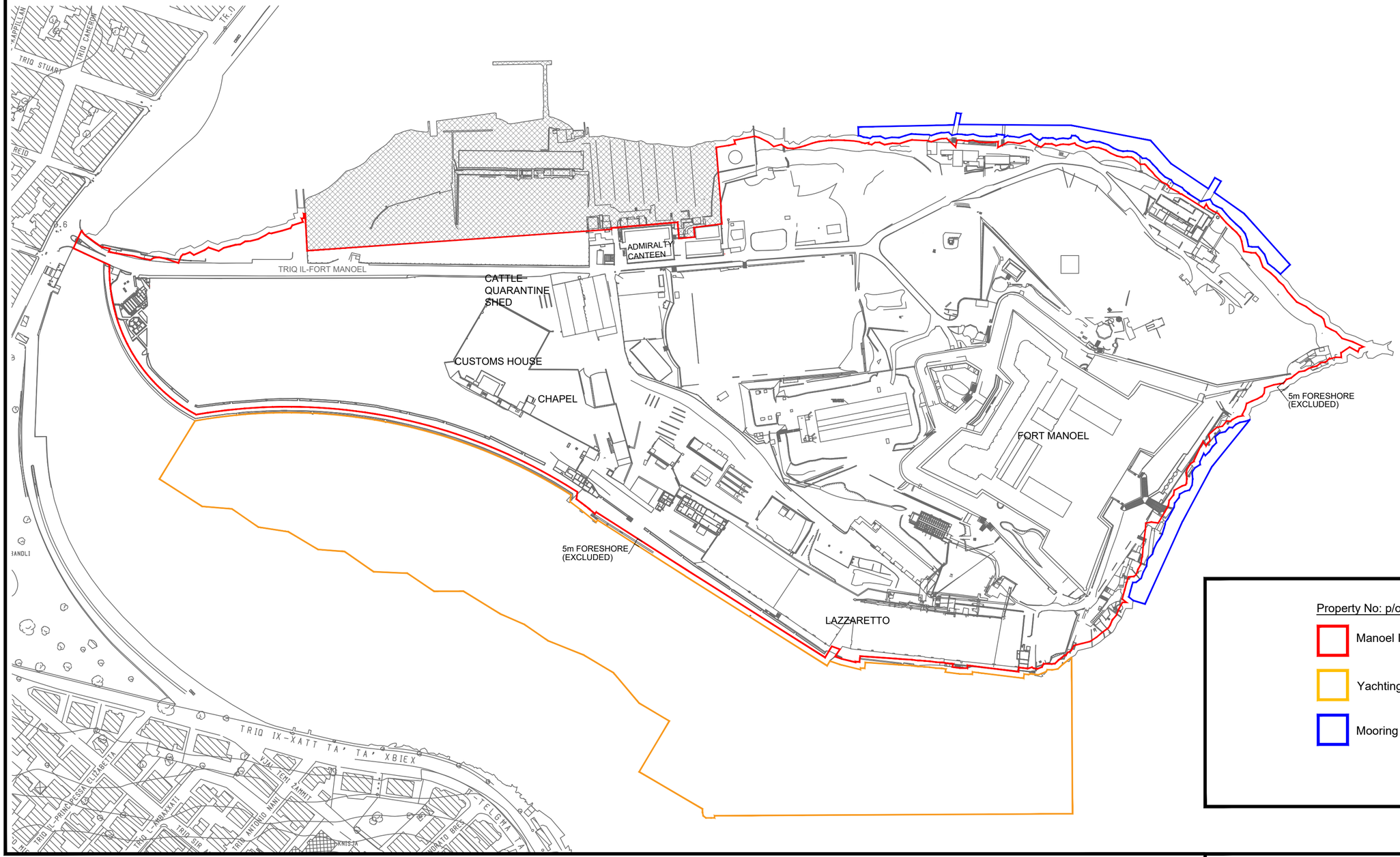
Estate Management & Business Development

Locality:	SLIEMA		
P.D. No.:	2026_0300	Scale :	1 : 1000
File No.:	L/0271/1993	Drawn by :	bonam051
A&CE	sgd (S. Scotto)	f/ Chief Officer Estate Management & Business Development	sgd (R. Demicoli)
Date :	17th March, 2026	Date :	17th March, 2026

Manoel Island
GZIRA

Site Plan
S.S. 5673

Scale 1:2500
Map Ref.: 56075 456017
73926 (ED50) 3973729 (WGS84)



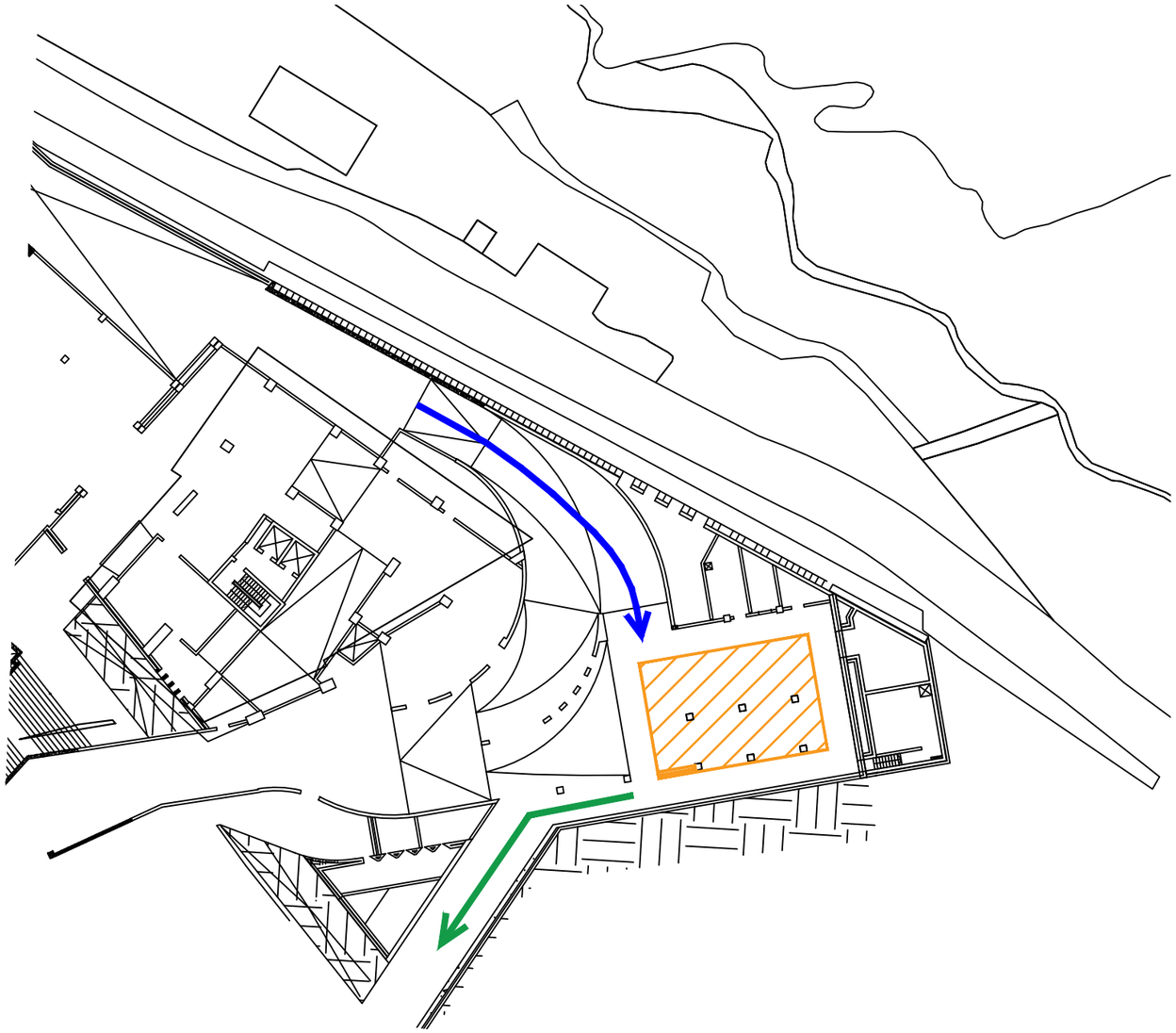
Property No: p/o 78938

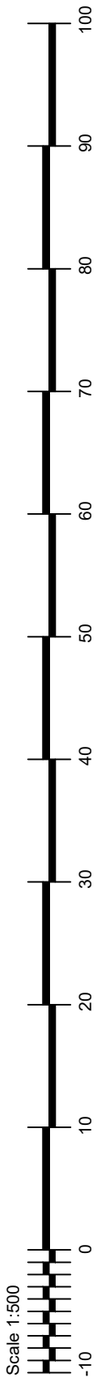
- Manoel Island Site
- Yachting Centre
- Mooring Rights

LANDS Authority
Auberge de Baviere
St. Sebastian Str, Valletta
Phone (00356) 2295 3238/39/40/42
Website landsauthority.org.mt
Estate Management & Business Development

Locality:	GZIRA		
P.D. No.:	2026_0300_5	Scale :	1 : 2500
File No.:	L/0271/1993	Drawn by :	demir001
A&CE	sgd (S. Scotto)	f/ Chief Officer Estate Management & Business Development	sgd (R. Demicoli)
Date :	17th March, 2026	Date :	17th March, 2026

Service Access Ways
& Unloadning Bay
Tigne'
SLIEMA









Site Plan
S.S. 5673

Scale 1:5000
Map Ref.: 56075 456017
73926 (ED50) 3973729 (WGS84)

Service Access Ways at Level +10.500

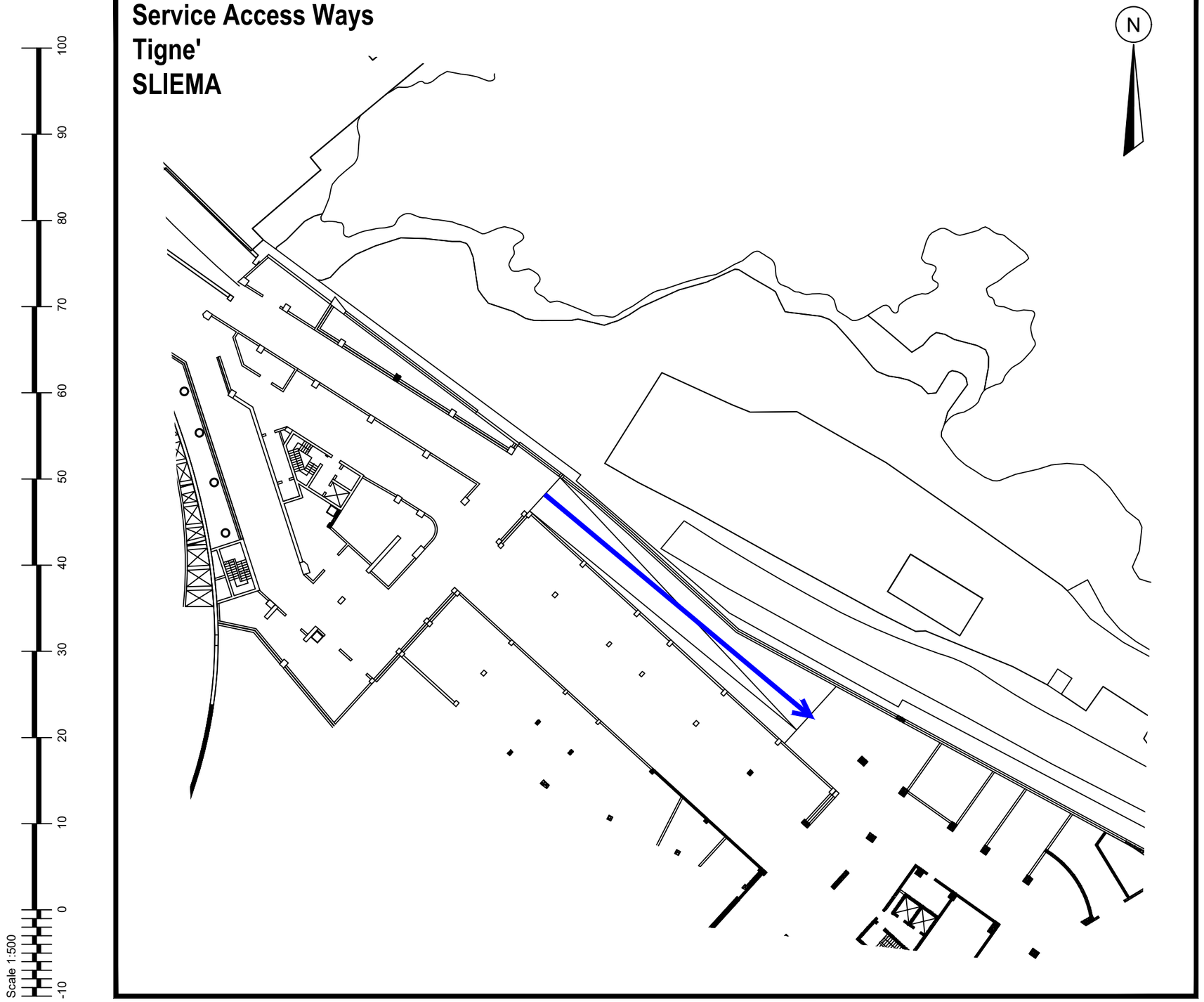
Service Access Ways at Level +10.500

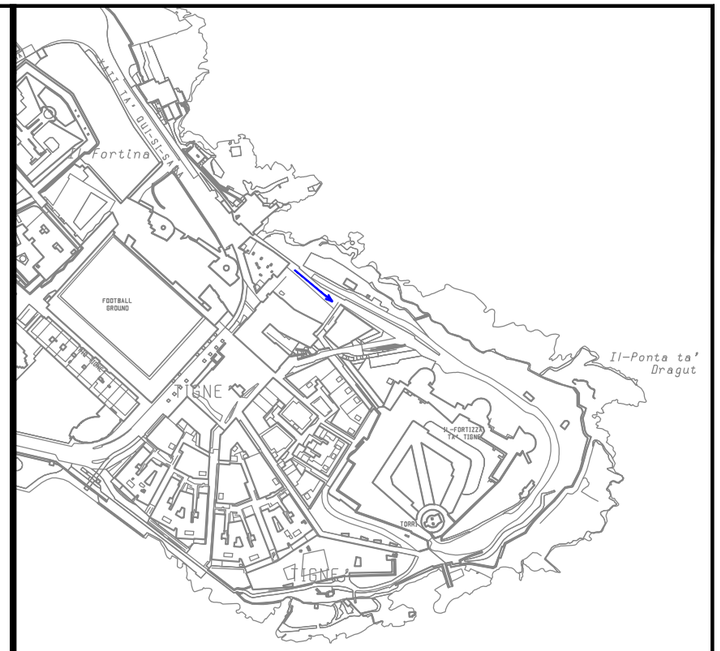
Unloading Bay at Level +10.500

LANDS Authority
Auberge de Baviere
St. Sebastian Str, Valletta
Phone (00356) 2295 3238/39/40/42
Website landsauthority.org.mt
Estate Management & Business Development

Locality:	SLIEMA		
P.D. No.:	2026_0300_4	Scale :	1 : 500
File No.:	L/0271/1993	Drawn by :	bonam051
A&CE	sgd (S. Scotto)	f/ Chief Officer Estate Management & Business Development	sgd (R. Demicoli)
Date :	17th March, 2026	Date :	17th March, 2026

Service Access Ways
Tigne'
SLIEMA





Site Plan
S.S. 5673

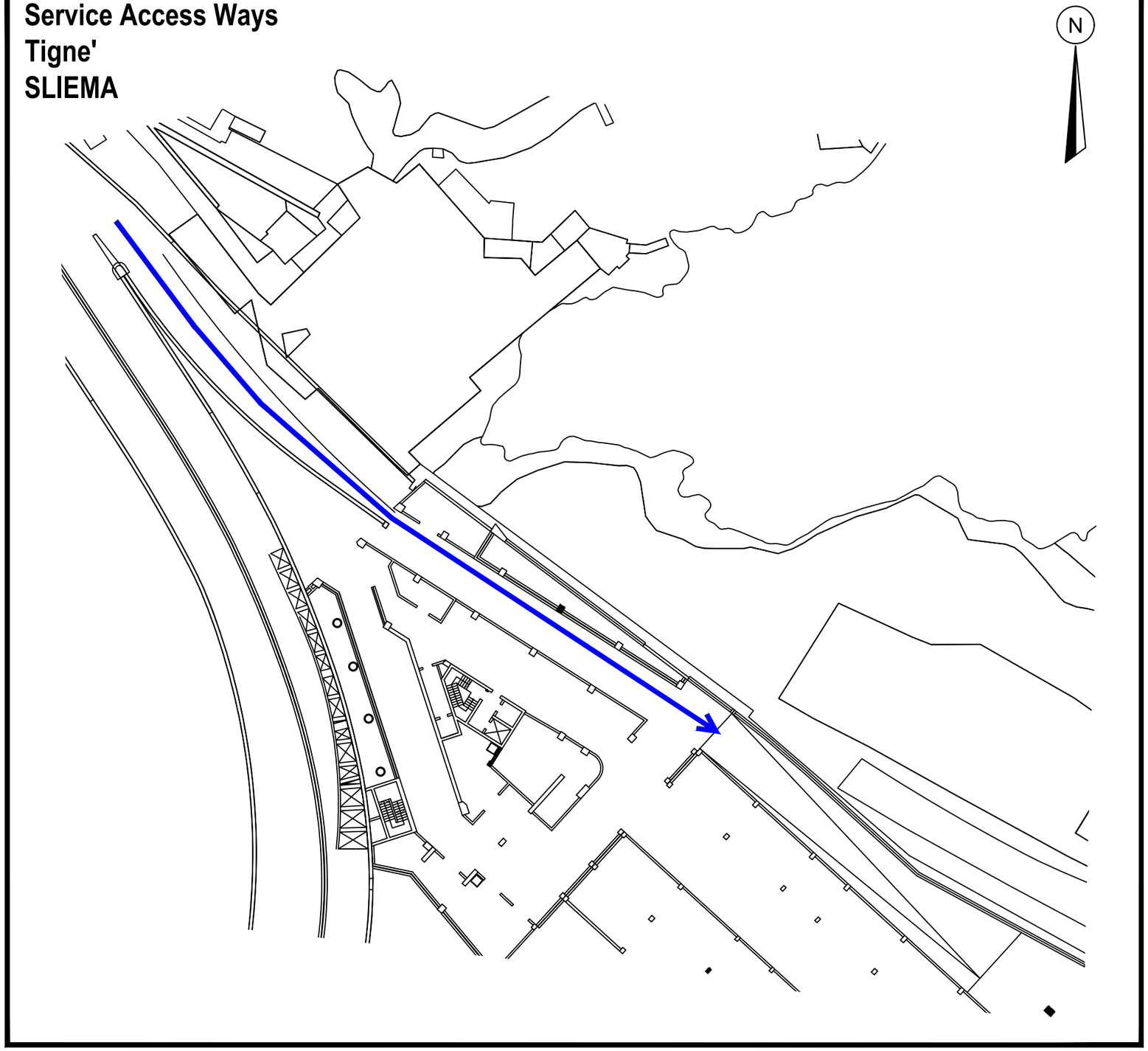
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73926 (ED50) 3973729 (WGS84)

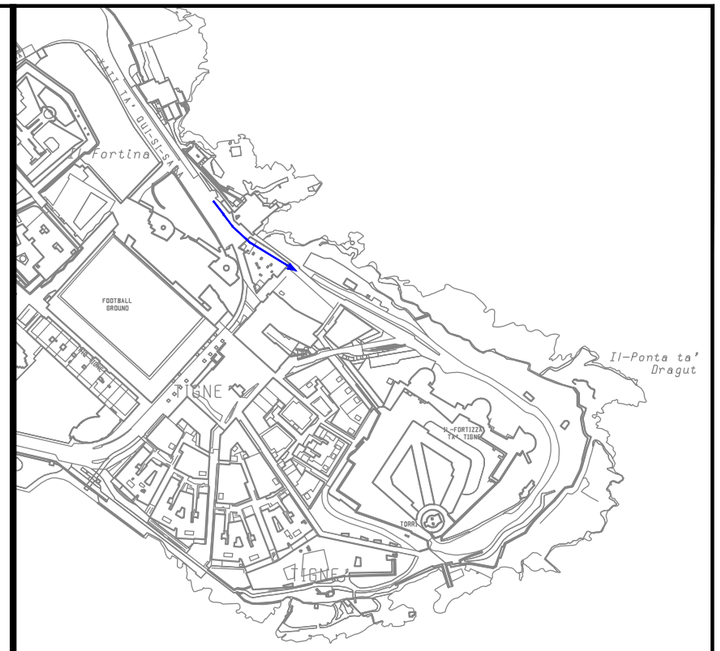
Service Access Ways
at Level +7.500

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Website landsauthority.org.mt
Estate Management & Business Development

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File No.:	L/0271/1993	Drawn by :	bonam051
A&CE	sgd (S. Scotto)	f/ Chief Officer Estate Management & Business Development	sgd (R. Demicoli)
Date :	17th March, 2026	Date :	17th March, 2026

Service Access Ways
Tigne'
SLIEMA





Site Plan
S.S. 5673

Scale 1:5000
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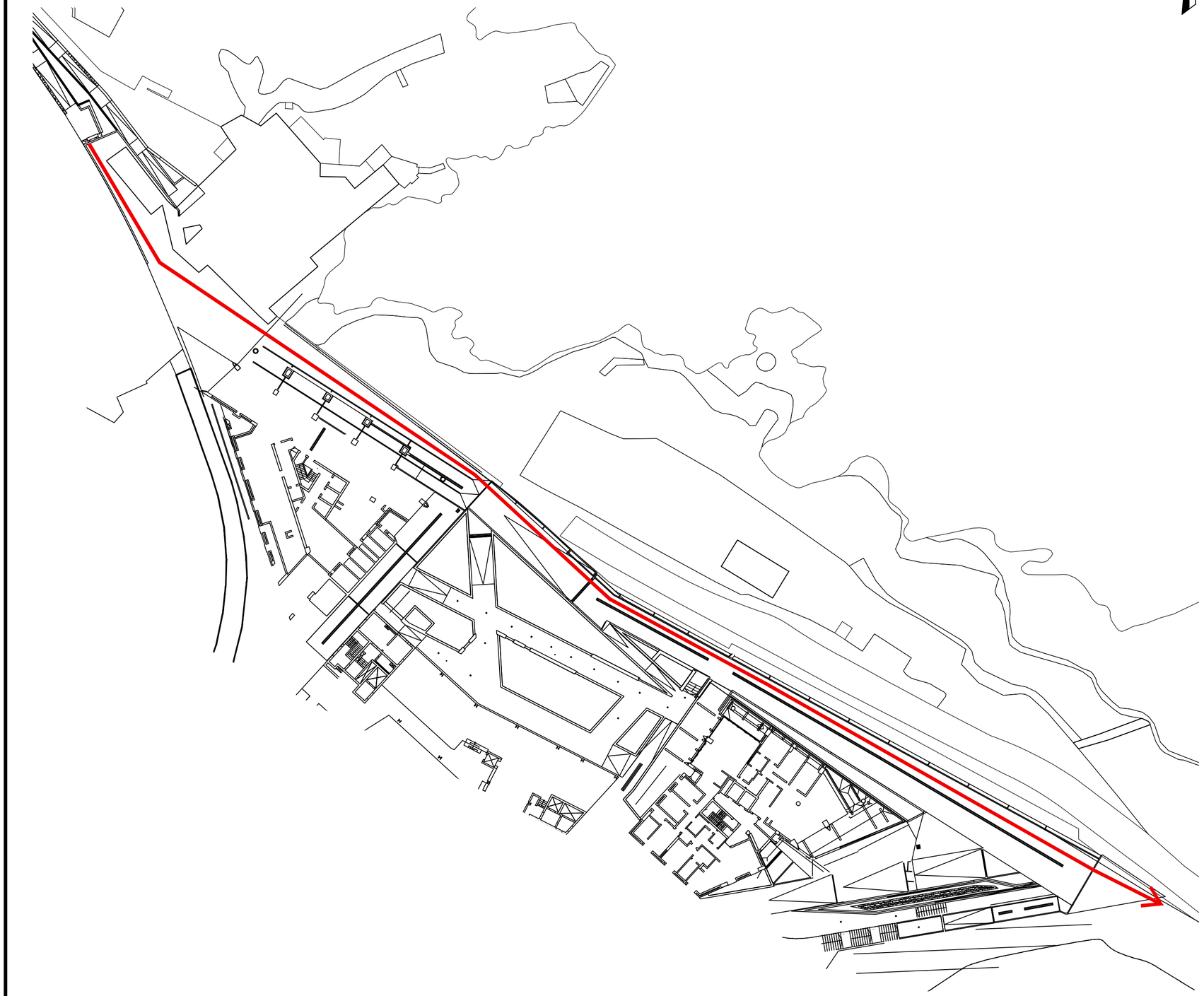
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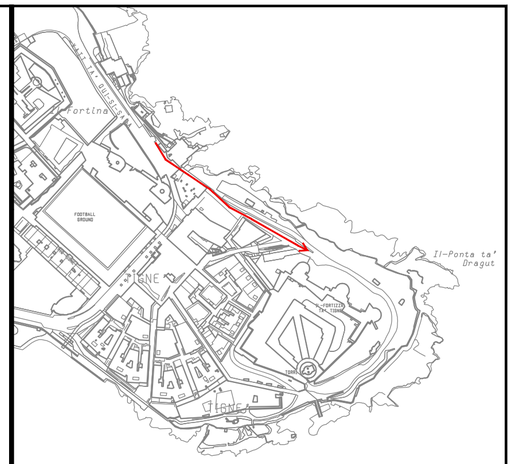
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Date :	17th March, 2026	Date :	17th March, 2026

Service Access Ways
Tigne'
SLIEMA





Site Plan
S.S. 5673

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Map Ref.: 56075 456017
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Service Access Ways
at Street Level

Scale 1:500

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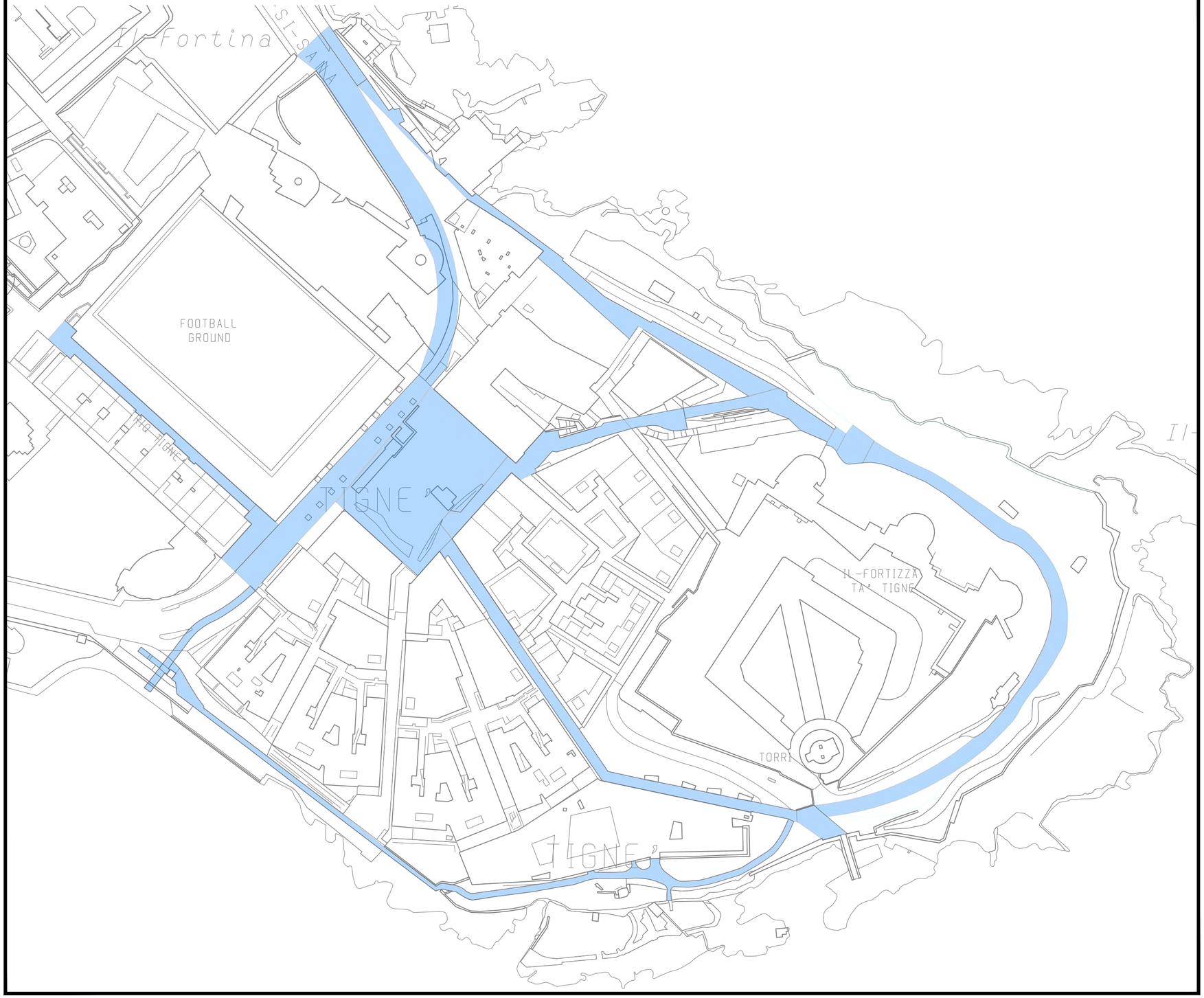
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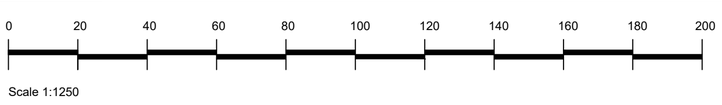
Estate Management & Business Development

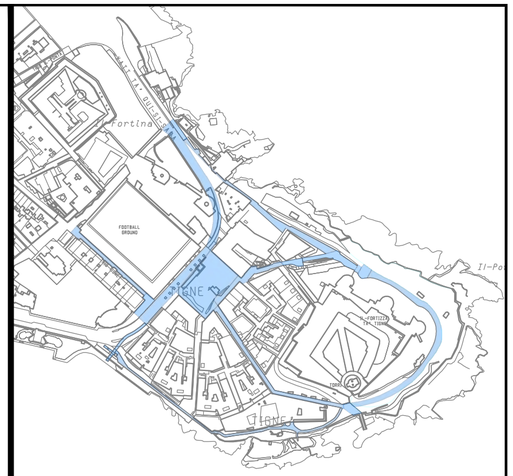
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A&CE sgd (S. Scotto)	f/ Chief Officer Estate Management & Business Development sgd (R. Demicoli)
Date : 17th March, 2026	Date : 17th March, 2026

Surface Pedestrian Access Network
Tigne'
SLIEMA









Site Plan
S.S. 5673

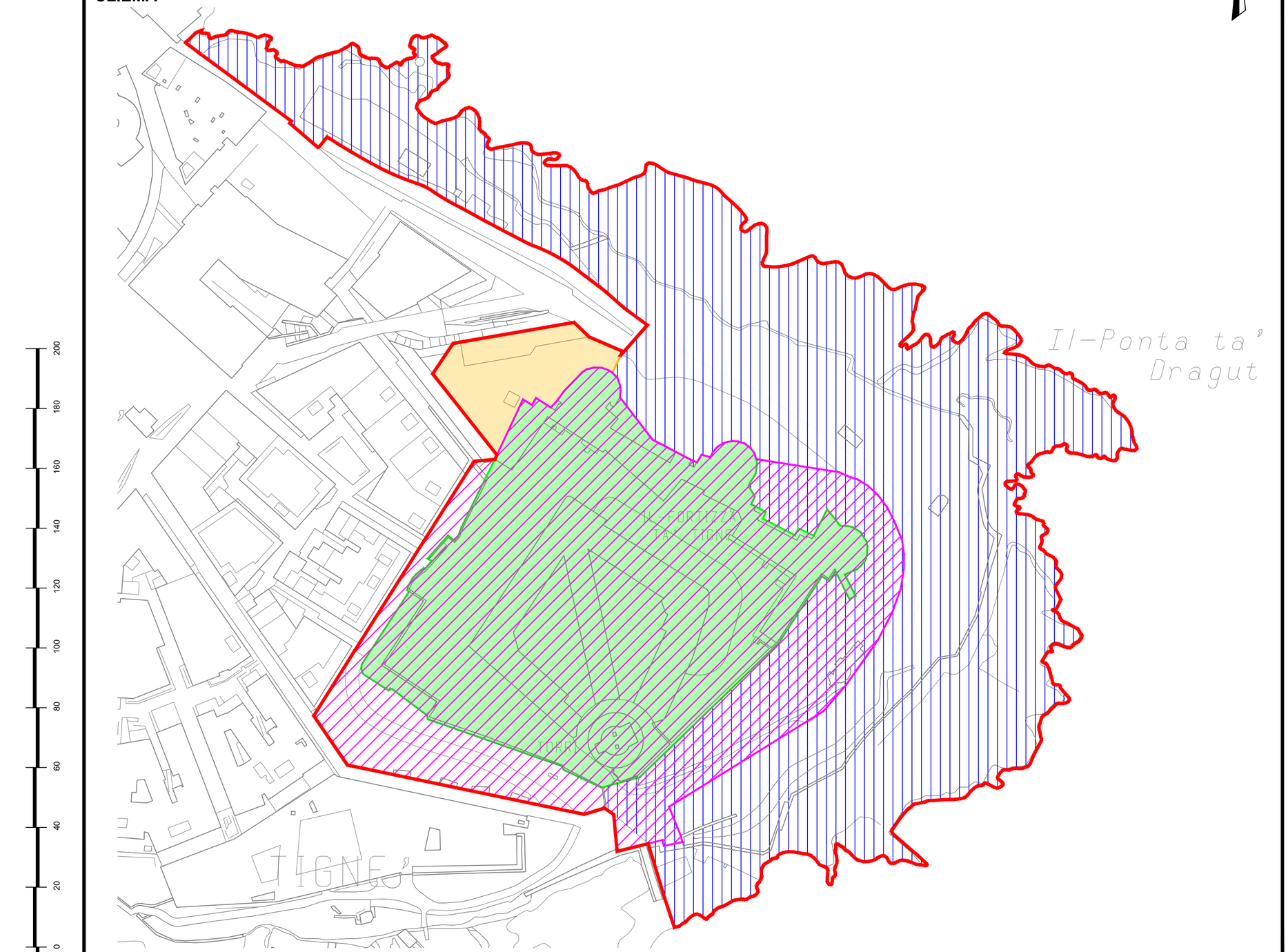
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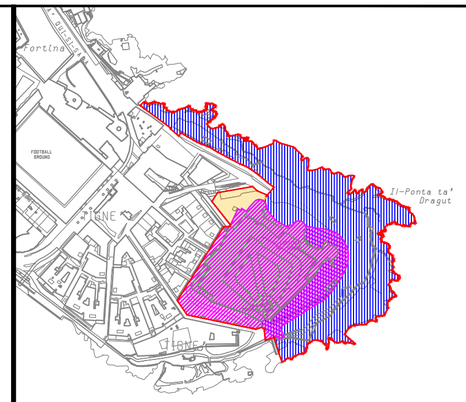
Surface Pedestrian Access Network at Ground Level

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P.D. No.:	2026_0300_2	Scale :	1 : 1250
File No.:	L/0271/1993	Drawn by :	demir001
A&CE	sgd (S. Scotto)	f/ Chief Officer Estate Management & Business Development	sgd (R. Demicoli)
Date :	17th March, 2026	Date :	17th March, 2026

Fort Tigne'
& Foreshore
Tigne'
SLIEMA





Site Plan
S.S. 5673

Scale 1:5000
Map Ref.: 56075 456017
73926 (ED50) 3973729 (WGS84)

Property No: p/o 78938

Servient Tenement

including:

- Site 1
- Site 2
- Site 3
- Site 4

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Locality:	**SLIEMA**		
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File No.:	**L/0271/1993**	**Drawn by :**	**bonam051**
A&CE	**sgd (S. Scotto)**	**f/ Chief Officer Estate Management & Business Development**	**sgd (R. Demicoli)**
Date :	**17th March, 2026**	**Date :**	**17th March, 2026**

MIDI's claim on Manoel Island

STRICTLY CONFIDENTIAL

Version 1 issued to client on 19th January 2026

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Abbreviations

A Stubbings	Alfred Stubbings
AC Enterprises	AC Enterprises Ltd
Aguis Stone Works	Agius Stone Works Limited
Allworks	Allworks LTD
aoM	AOM Limited
C&C	Camilleri & Cuschieri Consulting Engineers
CEO	Chief Executive Officer
Carl Bro	Carl Bro A/S
ctPark	CT Park Limited
DIS	Dolphin Industrial Services Limited
Enemalta	Enemalta Corporation
FS	Financial Statement
FWA	Fondazzjoni Wirt Artna
G4S	G4S Security Services Ltd
GOM	Government of Malta
GUFC	Gzira United Football Club
Halmann	Hal Mann Vella Limited
iAS	iAS Associates
J&C Farrugia	J & C Farrugia Limited
J&K Contractors	J&K Contractors Ltd
Jefferies	Jeffries International limited
JF Security	JF Security&Consultancy Services Ltd
Khiron	Khiron Security
Lands	Lands Authority
Lyn Edwards	Lyn Edwards Associates Ltd
MC Restauri	M.C. Restauri Limited
Meinhardt	Meinhardt Pvt Limited
MEPA	Malta Environment & Planning Authority
MIDI	MIDI plc.
New Gate	Newgate Communications Ltd
Polidano	Polidano Group

PwC	Price Waterhouse Coopers
QPM	QPM Limited
Randolph Camilleri	Randolph Camilleri Surveys Limited
RTKL	RTKL UK LTD
Savills	Savills L&P Limited
Signal 8	Signal 8 Security Services Malta LTD
St Anthony Works	St. Anthony Woodworks
Steel Structures	Steel Structures Company Limited
TCL	Tigné Contracting Ltd
TNS	TNS UK LTD
UNS	UNStudio
V Attard	V.Attard Works LTD
Vanessa Coleiro	Vanessa Coleiro
Vassallo	Vassallo Builders Limited
VAT	Value Added Tax
Vaults	Vaults Co. Limited
Woodware	Woodware Limited

1. Executive summary

1.1 Background information

On 15th June 2000, MIDI plc ("MIDI") and the Government of Malta ("the Grantor" or "GOM") entered into a deed of emphyteusis ("the Deed") for the development and operation of Manoel Island and Tigné Point for the duration of 99 years. The GOM is currently negotiating with MIDI the reversion of Manoel Island.

MIDI has submitted to the Lands Authority a report of all costs incurred on Manoel Island, plus related financing costs, for consideration during the negotiations. The initial report presented by MIDI on 16th September 2025 reported total costs, including financing, amounting to €83.6 million. Subsequently, MIDI effected corrections to the cost report that reduced the total costs to €75.5 million (see Table 1 and Appendix I for more details).

1.2 Scope

Further to the request for a quotation for accounting services on Manoel Island concession, the Lands Authority engaged Alecta Advisors ("the Advisors") to carry out the following in relation to the costs incurred on Manoel Island by MIDI.

1.2.1 Consideration paid

- Verify premium paid in cash with reference to previous reporting on the matter; and
- Verify ground rent paid on Manoel Island with reference to previous reporting on the matter.

1.2.2 Expenses incurred

- Validate 100% of costs of restoration and site works from invoices against contracts and measured certified works - in the case of restoration works at Fort Manoel, we shall refer to our previous reporting and update accordingly;
- Validate 100% of design and planning expenses from invoices against contract and requests for payment, with reference to previous reporting on the matter;
- Validate 100% of professional fees from invoices against engagement letters and/or related deliverables;
- Validate 100% of other expenses from invoices or other supporting documentation and verify method used to allocate overheads to Manoel Island;
- Recompute amounts invoiced to check arithmetic accuracy;
- Check for approval of invoiced amounts and/or authorisation of payment of invoices; and
- Reconcile payments to approved invoices and trace payments to bank transactions;

1.2.3 Interest

- Recalculate cost of financing payment of reported costs.

Reported costs incurred on Manoel Island			
Cost category	Cost €'000	Interest €'000	Total €'000
Consideration paid			
Cash premium	8,734	803	9,536
Ground rent	10,281	2,104	12,385
Subtotal	19,014	2,907	21,922
Expenses incurred			
Restoration of heritage buildings	12,357	4,663	17,020
MIDI Office	1,020	462	1,483
Design and planning	16,046	2,297	18,343
Distribution centre	1,614	451	2,065
Archaeological excavation and other works	2,981	243	3,223
Other professional fees	3,146	570	3,716
Allocated overheads (salaries)	5,247	658	5,904
Site security	1,551	247	1,799
Miscellaneous	44	8	52
Subtotal	44,007	9,598	53,605
Total	**63,021**	**12,506**	**75,527**

Table 1 Costs incurred, Manoel Island

1.3 Methodology and approach

Our verifications in terms of the scope set out above were conducted as follows:

1.3.1 Consideration paid

(a) referred to the report entitled 'Review of revised premia and ground rent for Manoel Island due by MIDI plc' issued on 13th June 2024 to verify revised premia and ground rent allocated to Manoel Island following the exchange of a parcel of land at Tigné Point with sites in phase areas of Marina Mall and Marina North on Manoel Island;

(b) vouched payments of premia and ground rent on Manoel Island;

(c) traced payments to confirmations of payment provided by the respective banks or bank statements; and

(d) reconciled MIDI's records of premia and ground rent with the records of Lands.

1.3.2 Expenses incurred

(a) referred to agreements with service providers (see Appendix II) to confirm ownership of costs by MIDI plc (or its subsidiary Tigné Contracting Limited) and to assess the eligibility of reported costs;

(b) matched rates or fixed fees charged in presented invoices with those listed in the service providers' agreements;

(c) recomputed invoices to check arithmetic accuracy;

(d) inspected approval of invoiced amounts and/or authorisation of payment of invoices;

(e) vouched payments to related invoices;

(f) traced payments to confirmations of payment provided by the respective banks or bank statements;

(g) reviewed the reconciliation of salaries allocated to Manoel Island with FS7 forms and disclosures on employee benefits in audited financial statements for the years from 2011 to 2024; and

(h) compared the third-party direct costs considered as a basis for apportionment of relevant salaries for the years 2011 to 2024 to Manoel Island with disclosures of additional project costs capitalised as inventory in the related audited financial statements, supporting reconciliations and the Cost Report in Appendix I.

1.3.3 Interest

(a) agreed net interest payable for the years 2000 to 2024 to disclosures in the respective audited financial statements;

(b) agreed balances of borrowings and equity at the end of year from 2000 to 2024 to disclosures in the respective audited financial statements;

(c) recalculated the financing mix at the end of each year from 2000 to 2024;

(d) recalculated the yearly weighted cost of financing per €100 paid (or effective interest rate) for the years 2000 to 2024; and

(e) recalculated the yearly financing cost of payments effected in the years 2000 to 2024, analysed by cost component as per Cost Report in Appendix I.

1.4 Summary of findings and exceptions noted

Our findings from the in-scope verifications were as follows:

Procedure	Finding/s	Exception/s noted
1.3.1(a)	The exchanged parcel of land at Tigné Point, with potential floorspace of 6,800 sqm had its premium valued at the rates of €210 and €270 per sqm attributable to the sites of Marina Mall and Marina North, respectively. According to iAS (see pg 2 of Appendix IV), the volumes transferred to Tigné Point were used by MIDI for the development of Q3. MIDI calculated ground rent on exchanged land at Tigné Point by applying the rate of €4.25 (or Lm1.82) per sqm applicable to phase areas Marina Mall and Marina North as per Schedule 21 to the Deed.	Inconsequential differences of €503 and €83 resulted from our recalculation of payments of premium and ground rent, respectively.
1.3.1(b)	All invoiced amounts as per Tables 5 and 6 were traced to related payments.	None
1.3.1(c)	All payments verified in procedure (b) were traced to banks' confirmations of payments	None
1.3.1(d)	Outstanding balance of premia as per Lands' records confirms last payment by MIDI in December 2021.	None

Procedure	Finding/s	Exception/s noted
1.3.2(a)	All costs listed in Tables 7 to 23 were incurred by MIDI or TCL in connection with Manoel Island. We noted that the 'MIDI Office' category includes the refurbishing costs of the Boat Builders' Workshop, which MIDI has been using as its head office. The same category also includes costs on a substation (Albanese building). The Commodatum agreement between MIDI and Enemalta, dated 14th September 2005, refers in its preamble to the development of the land at Manoel Island as well as Tigné Point adding that 'because of the increase in demand for electrical power generally but not exclusively in the aforesaid localities in Malta as well as because of the demand for electrical power resulting from the above-mentioned development specifically it is necessary for the purpose of satisfying such demand to build a new distribution centre for the distribution of electricity and electrical energy which will also serve the aforesaid development.' The above suggests that MIDI has benefited from this agreement and any related costs for the development at Tigné Point.	We also noted that the 'Site Security' category includes the cost of security services provided by Khiron at MIDI Office from 2016 to 2018, adding up to €79,446.
1.3.2(b)	All costs were matched to agreed rates as per agreed terms or approved variations as per Table 7 to 23. Other costs were agreed to purchases orders or quotes.	None
1.3.2(c)	All supporting invoices were arithmetically correct	None
1.3.2(d)	All costs were approved by project manager and/or authorised for payment by directors of MIDI or TCL.	None
1.3.2(e)	All invoiced amounts as per Tables 7 to 23 were traced to related payments.	None
1.3.2(f)	All payments verified in procedure (e) were traced to banks' confirmations of payments	None
1.3.2(g)	Total salaries as per FS7 forms were reconciled with disclosures in the audited financial statements, which were used as a basis for the allocation.	None
1.3.2(h)	The third-party project costs used as a basis for apportionment of salaries were reconciled with the audited financial statements. The project costs incurred on Manoel Island from 2011 to 2024 were reconciled with costs reported by MIDI in Appendix I.	The recalculated salaries allocated to Manoel Island differ insignificantly by €5,135.

Procedure	Finding/s	Exception/s noted
1.3.3(a)	Net interest payable was agreed to interest expensed in profit or loss and capitalised with inventory as per the audited financial statements. We noted that interest payable included interest on 7% EUR Bonds 2016 - 2018 and 7% GBP Bonds 2016 - 2018, which according to section 3.3 'Reasons for the Bond issue and use of proceeds' of the Prospectus dated 5th December 2008 had to be principally used to contribute towards the finalisation of the construction of Tigné Point. The said Bonds were oversubscribed and MIDI ended up borrowing €40 million from the market. MIDI argued that notwithstanding the reason in the Prospectus, it utilised also utilised those borrowings to finance costs incurred on Manoel Island. MIDI calculated ground rent on exchanged land at Tigné Point by applying the rate of €4.25 (or Lm1.82) per sqm applicable to phase areas Marina Mall and Marina North as per Schedule 21 to the Deed.	We have eliminated the effect of the 7% Bonds in Table 26.
1.3.3(b)	Equity used by MIDI and total borrowings were agreed with the audited financial statements for the years 2001 to 2024. Borrowings were adjusted with the 7% Bond referred above.	We have eliminated the effect of the 7% Bonds in Table 27.
1.3.3(c)	MIDI applied a financing mix recalculated in Table 27 to determine the portion of costs financed from borrowings and hence subject to the interest verified above. The recalculated debt ratio agreed with MIDI's. No adjustment for the 7% Bonds was made to the debt ratio, which reflects the shareholders risk appetite and the circumstances prevailing in the period from 2009 to 2016, that is until redemption.	None
1.3.3(d)	The yearly effective interest rate was recalculated for the years 2000 to 2024 in Table 26.	Differences were noted in Table 26.
1.3.3(e)	The yearly financing cost for the years 2000 to 2024 was recomputed in Table 27 and compared to MIDI's.	Differences were noted in Table 27.

Table 2 Summary of findings and exceptions

1.5 Overall conclusion

Based on the work carried out during our engagement as disclosed in this report, it may be concluded that the costs reported below were incurred and paid by MIDI in relation to Manoel Island.

Verified costs incurred on Manoel Island			
Cost category	Cost	Interest	Total
	€'000	€'000	€'000
Consideration paid			
Cash premium	8,733	802	9,535
Ground rent	10,281	1,936	12,217
Subtotal	19,014	2,738	21,752
Expenses incurred			
Restoration of heritage buildings	12,375	4,162	16,537
MIDI Office	1,100	445	1,545
Design and planning	16,046	2,230	18,277
Distribution centre	1,614	438	2,053
Archaeological excavation and other works	2,981	227	3,208
Other professional fees	3,146	542	3,688
Allocated overheads (salaries)	5,252	629	5,881
Site security	1,472	225	1,697
Miscellaneous	44	7	51
Subtotal	44,030	8,906	52,936
Total	**63,044**	**11,644**	**74,688**

Table 3 Verified costs incurred on Manoel Island

2. Consideration paid

2.1 Recalculation of premium payable on exchanged Tigné land

The Revised Masterplan of Manoel Island had reduced the development of phase areas Marina Mall and Marina North by at least 3,533 sqm and 2,122 sqm, respectively (see iAS letter appended to Appendix IV). Marina North was a phase area that would have been created if the obligation of land reclamation were retained. In a meeting of the Planning Authority held on 16th September 2021 on case PA 0947/17, it was confirmed that all land reclamations were removed from the Revised Masterplan.

When approving developing application PA09938/18 on 16th April 2020, the Planning Authority had approved the transfer of a gross floor area measuring 8,000 sqm from Manoel Island to Tigné Point. The identified parcel of land at Tigné Point, with potential floorspace of 6,800 sqm had its premium valued at the rates of €210 and €270 per sqm attributable to the sites of Marina Mall and Marina North, respectively. According to iAS (see pg 2 of Appendix IV), the volumes transferred to Tigné Point were used by MIDI for the development of Q3.

Table X calculates the premium attributable to the exchanged land at Tigné Point at €1,553,589.

Amounts in Maltese Liri (Lm) were translated to Euro (€) at the rate of €1:Lm0.4293

Phase area	Floorspace (as per Original Masterplan)	Floorspace (as per Revised Masterplan)	Difference	Tigné land floorspace	Rate (as per Schedule 10 to the Deed)		Premium
	sqm	sqm	sqm	sqm	Lm	€	€
Marina Mall	6,673	3,140	3,533	4,678	90	210	980,713
Marina North	2,122	0	2,122	2,122	116	270	573,380
	8,795	3,140	5,655	6,800			1,554,093
Premium on exchanged Tigné land as per MIDI							1,553,589
Discrepancy							504

Table 4 Recalculation of premium on exchanged Tigné land

2.2 Premium payments allocated to Manoel Island

Premium payment (as per clause 2.3 of Schedule 7 to the Deed)	Amount	Receipt ref	Receipt date	Payment amount	Payment allocated to: Tigné Point	Payment allocated to: Manoel Island
	€			€	€	€
Due by 31st March 2019	5,823,423	861809	02/05/2019	5,823,434	2,941,999	2,881,435
Due by 31st March 2020	5,823,423	952028	15/09/2020	1,455,858	-	1,455,858
		956866	12/10/2020	1,455,858	-	1,455,858
		964085	12/11/2020	1,455,858	-	1,455,858
Subtotal 1						7,249,010
		966827	14/12/2020	1,455,858	-	1,455,858
Subtotal 2				5,823,434		
Premium on exchanged land reallocated to Tigné Point			31/12/2020		1,554,093	(1,554,093)
Due by 31st March 2021	5,823,423	1015992	01/12/2021	1,582,222	-	1,582,222
Recalculated total premium payments on Manoel Island						8,732,998
Total premium payments on Manoel Island as per MIDI						8,733,501
Discrepancy						(503)

Table 5 Payments of premium on Manuel Island

The sum of premium payments allocated to Manoel Island up to 12th November 2020 amounting to €7,249,010 (see subtotal 1) was also vouched to clause 4 of agreement, entitled 'Reduction and Waivers' (R.5923 2020), entered into by the GOM and MIDI on 12th November 2020.

A Statement of Account issued by Lands on 28th November 2025 reported an outstanding balance of €15,888,078, which is equivalent to the balance on premium due by 31st March 2021 amounting to €4,241,211, or €5,823,423 less last payment of €1,582,222 (see above), and the full premia due for the years ended 31st March 2022 and 31st March 2023, amounting to €5,823,423 each year.

2.3 Ground rent payments allocated to Manoel Island

Amounts in Maltese Liri (Lm) were translated to Euro (€) at the rate of €1:Lm0.4293

Year	Ground rent due (as per Schedule 6 to the Deed)		Ground rent allocated to Manoel Island		Receipt / Payment date	Recalculated ground rent on exchanged Tigné land	Recalculated net ground rent paid on Manoel Island
	Lm	€	Lm	€		€	€
2001	-	-	-	-	20/12/2002	-	-
2002	40,000	93,175	21,401	49,851	28/03/2003	2,407	47,443
2003	80,000	186,350	42,802	99,701	29/04/2004	4,815	94,887
2004	120,000	279,525	64,203	149,552	29/04/2005	7,222	142,330
2005	160,000	372,700	85,604	199,403	25/04/2006	9,630	189,773
2006	200,000	465,875	107,005	249,254	27/04/2007	12,037	237,217
2007	240,000	559,050	128,406	299,104	30/04/2008	14,444	284,660
2008	280,000	652,225	149,806	348,955	23/12/2009	16,852	332,103
2009	360,000	838,574	192,608	448,657	24/03/2011	21,667	426,990
2010	360,000	838,574	192,608	448,657	15/11/2011	21,667	426,990
2011	400,000	931,749	214,009	498,507	24/12/2012	24,074	474,433
2012	400,000	931,749	214,009	498,507	03/03/2020	24,074	474,433
2013	400,000	931,749	214,009	498,507	18/12/2013	24,074	474,433
2014	480,000	1,118,099	256,811	598,209	04/05/2014	28,889	569,320
2015	480,000	1,118,099	256,811	598,209	15/10/2015	28,889	569,320
2016	480,000	1,118,099	256,811	598,209	30/09/2016	28,889	569,320
2017	480,000	1,118,099	256,811	598,209	25/05/2017	28,889	569,320
2018	480,000	1,118,099	256,811	598,209	13/06/2018	28,889	569,320
2019	480,000	1,118,099	256,811	598,209	01/08/2019	28,889	569,320
2020	480,000	1,118,099	256,811	598,209	15/09/2020	28,889	569,320
Subtotal		14,907,990		7,976,116			
2021				568,906	28/06/2023, 12/09/2025	28,889	540,017
2022				568,905		28,889	540,016
2023				567,547		28,889	538,658
2024				564,411	07/10/2025	28,889	535,523
2025				564,411	07/10/2025	28,889	535,523
Total				10,810,297		529,628	10,280,669
Total ground rents paid on Manoel Island as per MIDI							10,280,752
Discrepancy							(83)

Table 6 Ground rent paid on Manuel Island

Total ground rent paid until 15th September 2020 amounting to €7,976,116 agreed to ground rent payable on Manoel Island according to Schedule 21 to the Deed. The subsequent ground rent payments were vouched to Lands invoices and receipts.

The Statement of Account issued by Lands on 28th November 2025, referred to in 2.2 above, indicated that no invoiced ground rent was outstanding.

The ground rent on exchanged land at Tigné Point has been recalculated by applying the rate of €4.25 (or Lm1.82) per sqm applicable to phase areas Marina Mall and Marina North as per Schedule 21 to the Deed. The resulting annual ground rent for the years 2014 to 2024, when applying the said rate to the floorspace measuring 6,800 sqm amounted to €28,889. The lower ground rent for the years 2000 to 2013 reflect the abatement as per Schedule 6 to the Deed.

After deducting the ground rent attributable to the exchanged Tigné land, totalling €551,295, the net ground rent paid by MIDI for Manoel Island amounted to €10,259,002.

3. Expenses incurred

2.1 Relevant costs - summary

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	Note
					€	€	€	€	€	
Fort Manoel	Vaults	M003	Restoration of fabric	Barracks Block B	390,591		390,591		390,591	a
Fort Manoel	Vaults	M004	Restoration of fabric	Barracks Blocks A, C & D	1,200,381		1,200,381		1,200,381	a
Fort Manoel	Vaults	M005	Masonry works	Parapet walls and superior slopes, main gate, guard rooms, courtyard and staircases leading to parade ground (Package B)	928,004	29,928	957,932		957,932	a
Fort Manoel	Vaults	M006	Restoration	St Anthony's Chapel	704,844		704,844		704,844	a
Fort Manoel	Vaults	M013b	Restoration	Counterscarps	321,200		321,200		321,200	a
Fort Manoel	Halmann	M007	Restoration	Paving works, groundworks and installation of services (Packages A & C)	1,877,943	62,000	1,939,943		1,939,943	a
Fort Manoel	J&C Farrugia	C026	Restoration	Polverista, gun emplacements, part of parade ground, cavaliers and casemates	1,521,796		1,521,796		1,521,796	a
Fort Manoel	MC Restauri	M013a & ext	Restoration	Counterscarps	605,631		605,631		605,631	a
Fort Manoel	MC Restauri	M013d	Restoration	Bastions	269,370		269,370		269,370	a
Fort Manoel	MC Restauri	M013e	Restoration	Bastions	333,860		333,860		333,860	a
Fort Manoel	aoM		Civil engineering	Civil engineering		683,926	683,926	- 140	683,787	a
Fort Manoel	DIS	M008	Restoration	Timber, steel & glazed apertures and sundries (Package D)	555,229	14,383	569,612		569,612	a
Fort Manoel	Vassallo		Emergency intervention works	Emergency intervention works at Fort Manoel	428,391		428,391		428,391	a
Fort Manoel	A Stubbings		Restoration	Restoration of cattle-shed		64,114	64,114		64,114	a
Fort Manoel	FWA		Monitoring			63,202	63,202	- 796	62,406	a
Fort Manoel	Steel Structures		Steel bridge			60,901	60,901		60,901	a
Fort Manoel	St Anthony Works		Joinery and apertures	St Anthony's Chapel		42,202	42,202		42,202	a

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	Note
					€	€	€	€	€	
Fort Manoel	Polidano		Diagnostic works and concrete	Diagnostic works and restoration		21,163	21,163		21,163	*a*
Fort Manoel	Randolph Camilleri		Surveying			16,099	16,099		16,099	*a*
Fort Manoel	Woodware		Joinery			11,854	11,854		11,854	*a*
Fort Manoel	MEPA		Permits			2,899	2,899		2,899	*a*
Fort Manoel	Other		Light fittings, bronze bust, landscaping etc.			59,287	59,287	354	59,641	*a*
Other heritage buildings	Alfred Stubbings	PM067	Restoration	Restoration of St George's Chapel (or Cemetry Chapel) & Cattleshed Wall	49,637		49,637		49,637	
Other heritage buildings	Alfred Stubbings	PM072	Restoration	Restoration works to Cattle sheds	141,133		141,133		141,133	
Various heritage buildings	Architecture XV		Architects Fees	Services rendered as curator of Fort Manoel and monitoring of works on Cattleshed and St George's Chapel found on Manoel Island		217,144	217,144		217,144	
Fort Manoel	Vaults		Scaffolding	Restoration work at Fort Manoel		15,468	15,468		15,468	
Fort Manoel	Other		Various			82,196	82,196		82,196	
Total					**9,328,010**	**1,446,767**	**10,774,778**	**-** **582**	**10,774,196**	

Table 7 Fort Manoel, Cemetry Chapel and Quarantine Cattle Sheds

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Lazzaretto	Agius	PM080	Erection, dismantling and removal of concrete slabs	Erection and dismantling of a shoring and access scaffold, and removal of concrete slabs	57,120		57,120		57,120	
Lazzaretto	Aguis Stone Works	PM068	Emergency works	Emergency works on parts of Lazzaretto facade and Lazzaretto staircase	194,011		194,011		194,011	
Lazzaretto	aoM		Architects fees	Civil engineering services in connection with with heritage buildings		918,718	918,718		918,718	
Lazzaretto	Planning Authority		Planning authority	Development permit fees for Lazzaretto Complex - Demolition, rehabilitation, restoration and reconstruction works		63,895	63,895		63,895	
Lazzaretto	PwC		Study	Professional fees for business plan		3,082	3,082		3,082	
Lazzaretto	PwC - US		Study	Professional fees for Lazaretto study		233,067	233,067		233,067	
Lazzaretto	Other		Various			130,928	130,928		130,928	
Total					**251,131**	**1,349,690**	**1,600,821**	**-**	**1,600,821**	

Table 8 Lazzaretto

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
MIDI Office	Allworks	M809	Refurbishment	Alterations at Albanesi building	137,195		137,195		137,195	
MIDI Office	J&C Farrugia	M807	Facade	Construction of facade at new MIDI offices - Boat builders workshop	21,919		21,919		21,919	
MIDI Office	J&K Contractors	M20 - 003	Substation	Civil works on Albanese substation	182,195		182,195		182,195	
MIDI Office	V Attard	M805	Refurbishment	Alterations and refurbishment of boat builders workshop	99,385		99,385		99,385	
MIDI Office	Xuereb Installations	M806	Refurbishment	Refurbishment at boat builders workshop	277,929		277,929		277,929	
MIDI Office	Other		Various			301,861	301,861		301,861	
Total					**718,622**	**301,861**	**1,020,483**	**-**	**1,020,483**	

Table 9 MIDI Office

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	Note
					€	€	€	€	€	
Master planning	aoM		Architects Fees			1,091,203	1,091,203		1,091,203	
Master planning	iaS - Peter Zammit		Architects Fees	RIBA design stages 2–4 for Cluster 2, 4, 5 and 9 development		383,180	383,180		383,180	
Master planning	iaS - Abortive Cost - Audited		Architects Fees	RIBA Stages 2–4 architectural and structural consultancy		1,135,780	1,135,780		1,135,780	*b*
Master planning	MQ&C2		Architects Fees			31,000	31,000		31,000	
Master planning	Camilleri & Cuschieri		Master planning	Consultancy on engineering building services for Phase 1 at Manoel Island		80,000	80,000		80,000	
Master planning	Foster+Partners - Abortive Cost - Audited		Master planning	Conceptual master plan		3,558,643	3,558,643		3,558,643	*b*
Master planning	LOM Associates		Master planning	Photomontages for MI masterplan		122,046	122,046		122,046	
Master planning	Lyn Edwards		Consultancies	Advisory services for Manoel Island master plan		195,824	195,824		195,824	
Master planning	Meinhardt - Abortive Cost Audited		Consultancies	Cost consultancy services for Manoel Island Development - RIBA stages 2 & 3		105,215	105,215		105,215	*b*
Master planning	Ecoserv		EIA	Water, sediment & ecological study services		76,695	76,695		76,695	
Master planning	Carl Bro		Marina	Numeric modelling - breakwater		286,588	286,588		286,588	
Master planning	EMS Ltd		Marina	Sea excavation, chemical Analysis, air quality Monitoring and land contamination works		32,680	32,680		32,680	
Master planning	Joe Bugeja		Marina	Manoel Island marine engineering consultancy services		41,017	41,017		41,017	

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Master planning	Marina Projects		Marina	Professional services in relation to the Manoel Island detailed masterplan		60,539	60,539		60,539	
Master planning	Svasek		Marina	Wave and hydrodynamic modelling of Manoel Island project		71,063	71,063		71,063	
Master planning	Virtual Reality Studios		Photography	Verified photomontages for the proposed development at Manoel Island		47,234	47,234		47,234	
Master planning	Randolph Camilleri		Surveys	Surveying services at Manoel Island Phase 1-4		50,161	50,161		50,161	
Master planning	Acousti-Cal		Studies	Noise Assessment & Traffic Count report for Manoel Island		40,343	40,343		40,343	
Master planning	ADI Associates		Studies	Review of traffic count for air quality studies		36,164	36,164		36,164	
Master planning	Other		Various			275,581	275,581		275,581	
Total					-	**7,720,954**	**7,720,954**	-	**7,720,954**	

Table 10 Master planning

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Full Development Application V1	APM		Master planning	Provision of planning management services work carried out on the Manoel Island project for pre-agreement consultancy work		53,350	53,350		53,350	
Full Development Application V1	Camilleri & Cuschieri- Abortive Cost - Audited		Master planning	Engineering consultancy services in relation to Manoel Island project master plan		586,132	586,132		586,132	***b***
Full Development Application V1	Camilleri & Cuschieri		Master planning	Engineering consultancy services in relation to Manoel Island project master plan		140,014	140,014		140,014	
Full Development Application V1	Demicoli & Associates		Master planning	Professional services for preliminary design phase at Manoel Island Marina village		39,245	39,245		39,245	
Full Development Application V1	Foster+Partners - Abortive Cost - Audited		Master planning	Conceptual master plan		4,694,179	4,694,179		4,694,179	***b***
Full Development Application V1	RTKL		Master planning	Master plan and concept design for Manoel Island		358,613	358,613		358,613	
Full Development Application V1	Caelum		Consultancies	Manoel Island PCSA Façade solution		53,040	53,040		53,040	
Full Development Application V1	Lynne Hunt		Consultancies	Interior design and consultancy services for Manoel Island		35,462	35,462		35,462	
Full Development Application V1	Meinhardt - Abortive Cost Audited		Consultancies	Cost consultancy services for Manoel Island Development - RIBA stages 2 & 3		368,902	368,902		368,902	***b***
Full Development Application V1	Other		Various			83,495	83,495		83,495	
Total					-	**6,412,432**	**6,412,432**	-	**6,412,432**	

Table 11 Full development application V1

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Full Development Application V2	Adi Associates		Master planning	Review of traffic count for air quality studies		36,715	36,715		36,715	
Full Development Application V2	B Nel		Master planning	Engineering consultancy services		45,180	45,180		45,180	
Full Development Application V2	CBA		Master planning	HIA consultancy services for Manoel Island		43,330	43,330		43,330	
Full Development Application V2	iaS		Master planning	RIBA Stages 2–4 architectural and structural consultancy		378,201	378,201		378,201	
Full Development Application V2	Joe Bugeja		Master planning	Manoel Island marine engineering consultancy services		30,579	30,579		30,579	
Full Development Application V2	Karl Cachia		Master planning	Inspection excavation works at Manoel Island		52,091	52,091		52,091	
Full Development Application V2	Matteo Nunziati		Master planning	Interior design services for Manoel Island (residential units)		67,345	67,345		67,345	
Full Development Application V2	UNS		Master planning	Façade and landscape design		365,800	365,800		365,800	
Full Development Application V2	Virtual Reality Studios		Master planning	Verified photomontages for the proposed development at Manoel Island		20,797	20,797		20,797	
Full Development Application V2	Other		Various			40,191	40,191		40,191	
Total					-	**1,080,229**	**1,080,229**	-	**1,080,229**	

Table 12 Full development application V2

Planning Authority Fees	MEPA - PA		MEPA - PA	Permit fees		436,638	436,638		436,638	
Planning Authority Fees	Other		Various			194,631	194,631		194,631	
Total					-	**631,269**	**631,269**	-	**631,269**	

Table 13 Planning authority fees

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Archaeological Excavation	CE Installations	MI008	Excavation	Site preparation electrical work	229,033		229,033		229,033	
Archaeological Excavation	Derek Garden Centre	MI005	Excavation	Tree uprooting pruning, planting & maintenance	48,766		48,766		48,766	
Archaeological Excavation	Kevin Vassallo		Excavation	Excavation works at Manoel Island using an excavator (including an operator)		79,416	79,416		79,416	
Archaeological Excavation	Polidano Brothers	MI001	Excavation	Site clearance, hoarding and enabling works	633,652		633,652		633,652	
Archaeological Excavation	AC Enterprises	MI002	Excavation	General excavation and spread in small heaps for investigation	718,747		718,747		718,747	
Archaeological Excavation	AC Enterprises	MI001A	Excavation	Spoil heap clearance	318,488		318,488		318,488	
Archaeological Excavation	Michelle Padovani		Archeological Services	Archaeological and osteological services		38,114	38,114		38,114	
Archaeological Excavation	QPM		Archeological Services	Archaeological monitoring, evaluation and data recovery services		70,761	70,761		70,761	
Archaeological Excavation	GUFC		Vacant Possession	Advance vacant possession for the construction of a football pitch and ancillary facilities.		468,000	468,000		468,000	
Archaeological Excavation	Joe Camilleri		Vacant Possession	Advance vacant possession for the construction of a bocci pitch and clubhouse facilities.		51,000	51,000		51,000	
Archaeological Excavation	Other		Various			95,295	95,295		95,295	
Total					**1,948,686**	**802,586**	**2,751,272**	**-**	**2,751,272**	

Table 14 Archaeological excavation

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Distribution Centre / Containment	Polidano Brothers	M20-001	Distribution center	Civil & Construction works on Manoel Island Distribtion Centre	374,475		374,475		374,475	
Distribution Centre / Containment	Polidano Brothers	M003	Underground service duct	Underground services duct at Manoel Island	639,695		639,695		639,695	
Distribution Centre / Containment	Enemalta		Commodatum	Commodatum of Enemalta Manoel Distribution Centre property and MIDI works		572,869	572,869		572,869	
Distribution Centre / Containment	Other		Various			27,303	27,303		27,303	
Total					**1,014,170**	**600,171**	**1,614,341**	**-**	**1,614,341**	

Table 15 Distribution Centre / Containment

Other	Cleansing Services Department		Cleansing services	Cleansing services at Manoel Island		19,036	19,036		19,036	
Other	Halmann Vella		Fixtures and fittings	Repairs and replacements at Manoel Island		40,634	40,634		40,634	
Other	Joe Xuereb		General maintenance	General maintenance works at Manoel Island		57,687	57,687		57,687	
Other	PT Matic		Removal, Export, Disposal of Abestos and Waster oil	Removal of Bitumen, waste oils at Manoel Island		19,234	19,234		19,234	
Other	Terracore		Site investigation	Site investigation services at Manoel Island		30,280	30,280		30,280	
Other	Other		Various			62,503	62,503		62,503	
Total					**-**	**229,375**	**229,375**	**-**	**229,375**	

Table 16 Other

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Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Financial	KPMG		Financial Services	Business plan for Manoel Island Marina		64,282	64,282		64,282	
Financial	PwC		Financial Services	Ongoing corporate finance & project advisory		304,943	304,943		304,943	
Financial	Strategy&		Financial Services	Support on Manoel Island's concept and feasibility for master plan		1,285,504	1,285,504		1,285,504	
Financial	Other		Various			13,918	13,918		13,918	
Total					-	**1,668,648**	**1,668,648**	-	**1,668,648**	

Table 17 Financial services

Investment Bank	Jefferies		Investment Bank			524,274	524,274		524,274	
Investment Bank	White & Case		Investment Bank	Legal advice on Project Ferdinand		182,724	182,724		182,724	
Investment Bank	Merrill		Investment Bank			5,764	5,764		5,764	
Total					-	**712,762**	**712,762**	-	**712,762**	

Table 18 Investment bank

Branding/Public Relations	New Gate		Public Relations	Stakeholder communications leadership and advisory		187,220	187,220		187,220	
Branding/Public Relations	Vanessa Coleiro		Public Relations	Project management for MIDI branding exercise (Wordsearch)		22,000	22,000		22,000	
Branding/Public Relations	Wordsearch		Public Relations	Workshop on strategy and positioning, brand identity concept development, marketing programme, and brand guidelines		69,341	69,341		69,341	
Branding/Public Relations	Finesse		Public Relations			1,017	1,017		1,017	
Total					-	**279,578**	**279,578**	-	**279,578**	

Table 19 Branding / Public relations

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Market Research	Cushman & Wakefield		Market Research	Real estate market research and valuation, including revenue driver analysis for business planning.		65,000	65,000		65,000	
Market Research	Dataloft		Market Research	Research report on existing holiday home sector in Malta to provide context for the proposed Manoel Island project		11,229	11,229		11,229	
Market Research	TNS		Market Research	Market research on demand for Malta property investment (250 interviews across UK, China, France, Germany, Russia)		41,644	41,644		41,644	
Market Research	Savills		Market Research	Pre-marketing due diligence report (market research and development appraisal)		78,634	78,634		78,634	
Market Research	Other		Various			7,310	7,310		7,310	
Total					-	**203,817**	**203,817**	-	**203,817**	

Table 20 Market research

Legal	Camilleri Preziosi		Legal fees	Professional services		281,337	281,337		281,337	
Total					-	**281,337**	**281,337**	-	**281,337**	

Table 21 Legal

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Site Security	ctPark		Security services	Security services on Manoel Island		270,067	270,067		270,067	
Site Security	G4S		Security services	Provision of manned security services for one year (patrols at Manoel Island and personnel at Tigné Point) with daily and monthly reporting		33,997	33,997		33,997	
Site Security	JF Security		Security services	Security services at Tigné Point and Manoel Island		59,049	59,049		59,049	
Site Security	Khiron		Security services			1,128,810	1,128,810		1,128,810	
Site Security	Signal 8		Security services	Patrols on Manoel Island and security personnel at Tigné Point		49,916	49,916		49,916	
Site Security	Other		Various			1,583	9,548		9,548	
Total					-	**1,543,422**	**1,551,387**	-	**1,551,387**	

Table 22 Site security

Miscellaneous	Mamo TCV		Legal services			10,707	10,707		10,707	
Miscellaneous	BOV Visa		Tickets and accommodation			13,579	13,579		13,579	
Miscellaneous	Other		Various				19,833		19,833	
Total					-	**24,286**	**44,119**	-	**44,119**	

Table 23 Miscellaneous

Expense category	Supplier	Contract ref.	Nature of service	Site/Details	Final payment certificate (exc. VAT)	Invoices (exc. VAT)	Subtotal cost (exc. VAT)	Adj.	Verified cost (exc. VAT)	*Note*
					€	€	€	€	€	
Other unclassified	Camilleri Preziosi		Legal services	MI Tender and JV		56,750	56,750		56,750	
Other unclassified	Derek Garden Centre	MI005	Transplanting	Tree uprooting, pruning, planting & maintenance	38,337		38,337		38,337	
Other unclassified	IAS		Architectural services	Professional fees for architectural services		15,345	15,345		15,345	
Other unclassified	Solidbase		Geotechnical services	Geotechnical services for Manoel Island		49,479	49,479		49,479	
Other	Other		Various			0	41,638		41,638	
Total					**38,337**	**121,574**	**201,549**	**-**	**201,549**	
					87%	*13%*	*100%*			

Table 24 Other design & planning

Notes:

a Refer to report entitled 'Verification of Restoration Costs of Fort Manoel, 2nd May 2024'

b Refer to report entitled 'Review of claim proposed by MIDI plc, 7th December 2023'

4. Allocated overheads

4.1 MIDI salaries

MIDI revised the cost of overheads allocated to Manoel Island from €7.86 million to €5.25 million (see Appendix I) by limiting overheads to salaries paid over the period from 1 January 2011 to 31 December 2024. Table 25 provides an analysis of these salaries as extracted from the audited financial statements.

Year	Capitalised salaries	Expensed salaries	Sum	Salaries recharged to:				Total as per audited accounts
				Subsidiaries	Related parties	Joint venture	Third parties	
	€	€	€	€	€	€	€	€
2011	412,643	505,734	918,377	152,707	-	-	489,309	1,560,393
2012	414,660	542,778	957,439	158,125	-	-	343,265	1,458,829
2013	340,104	486,212	826,315	157,918	-	-	91,517	1,075,750
2014	336,316	495,569	831,885	148,522	-	-	-	980,407
2015	382,706	478,431	861,136	146,475	3,732	-	-	1,011,343
2016	442,663	530,480	973,143	125,954	16,935	-	-	1,116,032
2017	399,163	1,008,202	1,407,365	144,571	15,296	-	-	1,567,232
2018	429,086	1,251,783	1,680,869	54,905	15,790	49,934	14,964	1,816,462
2019	480,961	935,896	1,416,857	118,168	21,103	43,833	16,689	1,616,650
2020	507,845	989,348	1,497,193	101,050	21,773	29,234	14,073	1,663,322
2021	487,885	1,081,372	1,569,256	64,629	17,883	29,339	15,497	1,696,605
2022	467,623	1,137,120	1,604,742	5,627	16,664	29,209	34,679	1,690,922
2023	222,695	1,619,989	1,842,684	-	17,673	42,822	28,433	1,931,611
2024	258,835	1,601,603	1,860,438	-	18,436	33,000	44,716	1,956,591
	5,583,184	**12,664,516**	**18,247,700**	**1,378,652**	**165,286**	**257,371**	**1,093,141**	**21,142,149**

Table 25 MIDI salaries from 2011 to 2024

Capitalised salaries were those salaries included in the cost of inventory for property development or project costs. They comprised the salaries of MIDI's project management team. Expensed salaries comprised the salaries paid to the employees within the CEO's office, Finance team and Administration. All salaries paid to the Sales & Marketing Team were recharged to a subsidiary, Tigné Point Marketing Limited, and excluded from the allocation exercise.

MIDI apportioned the sum of capitalised and expensed salaries amounting to €18.25 million between Tigné Point and Manoel Island on the basis of the third-party project costs capitalised annually under the two different projects over the period from 2011 to 2024 (see Table 26 below).

4.2 Apportionment of relevant MIDI salaries

Year	Third-party project costs			Third-party project costs			Relevant salaries (see Table 25)	Salaries allocated to Manoel Island
	Tigné Point	Manoel Island	Sum	Tigné Point	Manoel Island	Sum		
	€	€	€	%	%	%	€	€
2011	5,430,537	1,022,662	6,453,199	84%	16%	100%	918,377	145,539
2012	2,301,106	406,378	2,707,484	85%	15%	100%	957,439	143,706
2013	3,244,900	342,653	3,587,553	90%	10%	100%	826,315	78,923
2014	7,950,905	307,326	8,258,231	96%	4%	100%	831,885	30,958
2015	5,884,238	242,391	6,126,629	96%	4%	100%	861,136	34,070
2016	8,166,298	2,548,189	10,714,487	76%	24%	100%	973,143	231,439
2017	7,214,133	1,855,425	9,069,558	80%	20%	100%	1,407,365	287,915
2018	5,686,675	5,513,946	11,200,621	51%	49%	100%	1,680,869	827,474
2019	1,257,497	6,916,818	8,174,315	15%	85%	100%	1,416,857	1,198,895
2020	581,701	1,794,220	2,375,922	24%	76%	100%	1,497,193	1,130,632
2021	690,681	890,624	1,581,304	44%	56%	100%	1,569,256	883,838
2022	6,836,375	882,965	7,719,340	89%	11%	100%	1,604,742	183,556
2023	7,521,896	63,617	7,585,513	99%	1%	100%	1,842,684	15,454
2024	11,422,582	375,832	11,798,414	97%	3%	100%	1,860,438	59,263
	74,189,525	**23,163,046**	**97,352,572**				**18,247,700**	**5,251,661**
Salaries allocated to Manoel Island as per MIDI								5,246,526
Discrepancy								5,135

Table 26 Basis of apportionment of MIDI salaries

The above third-party project costs were extracted from reports that reconciled the annual additions to inventory with related disclosures in the audited financial statements for the years 2011 to 2024. The third-party project costs of Manoel Island totalling €23.16 million were compared with the total expenses incurred over the period from 2011 to 2024 included in Appendix I. The latter expenses exceeded the third-party project costs by €1.03 million or 4.4%. €0.53 million of this difference is attributed to the non-capitalisation of excavation works and compensation for vacant possession during 2024. The remaining difference is deemed insignificant and causing a lower apportionment of salaries to Manoel Island (only 3%) in 2024.

The project costs included in Table 26 are supported by the annual reports made by the directors or CEO of MIDI on the activity at Tigné Point and Manoel Island, as extracted from the Directors' report or the CEO's report included in MIDI's Annual Reports for the years 2011 to 2024 (see Appendix III).

5. Interest

MIDI included finance costs calculated yearly using an effective interest rate weighted by a debt to equity ratio and applied to costs incurred in the previous year. No interest was calculated on costs paid in 2025.

5.1 Borrowing rate

Year	Interest on borrowings			Borrowings				Effective interest		
	Net interest paid as per FS	Coupon on 7% Bonds 2016-8	Net interest paid exc. 7% coupon	Total borrowings as per FS	7% Bonds 2016-8	Borrowings exc. Bonds 2016-8	Average borrowings exc. Bonds 2016-8	Recalculated	As per MIDI	Difference
	€	€	€	€	€	€	€	%	%	%
2000	-	-	-	-	-	-	-			
2001	170,161	-	170,161	4,656,168	-	4,656,168	2,328,084	3.65%	3.65%	0.00%
2002	158,756	-	158,756	9,605,877	-	9,605,877	7,131,023	2.23%	1.65%	0.57%
2003	423,226	-	423,226	21,489,203	-	21,489,203	15,547,540	2.72%	1.97%	0.75%
2004	829,320	-	829,320	39,414,209	-	39,414,209	30,451,706	2.72%	2.10%	0.62%
2005	117,037	-	117,037	4,627,149	-	4,627,149	22,020,679	0.53%	4.53%	-4.00%
2006	150,464	-	150,464	17,894,230	-	17,894,230	11,260,689	1.34%	0.84%	0.49%

Year	Interest on borrowings			Borrowings				Effective interest		
	Net interest paid as per FS	Coupon on 7% Bonds 2016-8	Net interest paid exc. 7% coupon	Total borrowings as per FS	7% Bonds 2016-8	Borrowings exc. Bonds 2016-8	Average borrowings exc. Bonds 2016-8	Recalculated	As per MIDI	Difference
	€	€	€	€	€	€	€	%	%	%
2007	714,293	-	714,293	25,597,452	-	25,597,452	21,745,841	3.28%	2.79%	0.49%
2008	1,776,264	-	1,776,264	60,208,367	-	60,208,367	42,902,909	4.14%	2.95%	1.19%
2009	3,179,147	-	3,179,147	103,370,066	40,000,000	63,370,066	61,789,217	5.15%	3.08%	2.07%
2010	6,723,410	2,800,000	3,923,410	99,182,089	40,000,000	59,182,089	61,276,078	6.40%	6.78%	-0.38%
2011	5,540,141	2,800,000	2,740,141	95,672,133	40,000,000	55,672,133	57,427,111	4.77%	5.79%	-1.02%
2012	5,750,271	2,800,000	2,950,271	98,160,103	40,000,000	58,160,103	56,916,118	5.18%	5.86%	-0.67%
2013	4,264,882	2,800,000	1,464,882	51,326,453	40,000,000	11,326,453	34,743,278	4.22%	8.31%	-4.09%
2014	3,186,940	2,800,000	386,940	52,645,906	40,000,000	12,645,906	11,986,180	3.23%	6.05%	-2.83%
2015	3,448,294	2,800,000	648,294	50,073,971	40,000,000	10,073,971	11,359,939	5.71%	6.89%	-1.18%
2016	3,388,881	1,400,000	1,988,881	60,448,245	-	60,448,245	35,261,108	5.64%	5.61%	0.03%
2017	2,247,953	-	2,247,953	66,136,660	-	66,136,660	63,292,453	3.55%	3.40%	0.15%
2018	1,850,065	-	1,850,065	59,302,707	-	59,302,707	62,719,684	2.95%	3.12%	-0.17%
2019	1,981,921	-	1,981,921	59,394,654	-	59,394,654	59,348,681	3.34%	3.34%	0.00%
2020	2,121,591	-	2,121,591	59,486,601	-	59,486,601	59,440,628	3.57%	3.57%	0.00%
2021	2,254,359	-	2,254,359	59,578,548	-	59,578,548	59,532,575	3.79%	4.00%	-0.21%
2022	2,541,213	-	2,541,213	62,667,387	-	62,667,387	61,122,968	4.16%	4.42%	-0.26%
2023	2,615,201	-	2,615,201	57,535,261	-	57,535,261	60,101,324	4.35%	4.55%	-0.19%
2024	2,380,843	-	2,380,843	59,752,376	-	59,752,376	58,643,819	4.06%	3.98%	0.08%
2025								4.00%	4.00%	0.00%

Table 27 Effective borrowing rate

5.2 Financing mix and finance cost

Year	Debt	Equity			Financing mix			Finance cost		
	Total borrowings as per FS	Total equity	Revaluation reserve	Equity exc. Revaluation	Debt ratio D/(D+Eq)	Equity ratio E/(D+Eq)	Cash outflows (exc. interest)	Recalculated interest	Interest as per MIDI	Difference
	€	€	€	€	%	%	€	€	€	€
2000	-	7,796,949	-	7,796,949	0%	100%	39,670	-	-	-
2001	4,656,168	11,204,270	-	11,204,270	29%	71%	351,499	93,929	102,144	(8,215)
2002	9,605,877	13,481,174	-	13,481,174	42%	58%	285,445	105,462	115,599	(10,136)
2003	21,489,203	14,277,554	-	14,277,554	60%	40%	477,167	246,772	273,398	(26,626)
2004	39,414,209	15,133,245	-	15,133,245	72%	28%	848,267	510,896	571,617	(60,721)
2005	4,627,149	21,006,643	-	21,006,643	18%	82%	1,673,859	250,244	266,111	(15,868)
2006	17,894,230	27,320,519	-	27,320,519	40%	60%	2,353,337	758,921	818,571	(59,650)
2007	25,597,452	31,682,998	-	31,682,998	45%	55%	1,526,007	533,282	580,328	(47,046)
2008	60,208,367	32,037,074	-	32,037,074	65%	35%	2,596,486	1,255,117	1,392,201	(137,084)
2009	103,370,066	32,679,422	-	32,679,422	76%	24%	2,391,343	1,252,148	1,436,723	(184,576)
2010	99,182,089	62,939,662	-	62,939,662	61%	39%	2,226,223	851,388	984,620	(133,233)
2011	95,672,133	64,867,532	-	64,867,532	60%	40%	1,941,301	668,005	769,390	(101,385)
2012	98,160,103	64,078,519	-	64,078,519	61%	39%	948,056	301,473	347,872	(46,399)
2013	51,326,453	62,394,061	-	62,394,061	45%	55%	1,121,174	244,620	264,841	(20,221)
2014	52,645,906	60,428,218	-	60,428,218	47%	53%	853,364	179,241	183,892	(4,651)
2015	50,073,971	71,248,062	-	71,248,062	41%	59%	877,712	142,754	142,721	32
2016	60,448,245	67,359,306	4,366,026	62,993,280	49%	55%	3,668,767	606,620	607,074	(453)
2017	66,136,660	86,620,786	30,374,354	56,246,432	54%	71%	2,937,794	479,677	482,503	(2,826)
2018	59,302,707	97,440,126	30,374,354	67,065,772	47%	77%	6,451,991	825,509	825,752	(243)
2019	59,394,654	103,965,733	30,374,354	73,591,379	45%	78%	9,139,421	976,578	977,011	(433)
2020	59,486,601	101,842,250	30,374,354	71,467,896	45%	78%	10,048,717	929,160	929,770	(610)
2021	59,578,548	102,387,532	30,374,354	72,013,178	45%	78%	3,637,998	272,905	280,746	(7,841)
2022	62,667,387	101,274,758	30,374,354	70,900,404	47%	76%	1,306,301	76,067	73,323	2,744
2023	57,535,261	99,319,802	30,374,354	68,945,448	45%	79%	1,809,636	66,348	65,728	620
2024	59,752,376	93,386,383	30,374,354	63,012,029	49%	76%	744,090	14,487	14,487	-
								11,641,602	**12,506,421**	**(864,819)**

Table 28 Financing mix and resulting finance cost

Appendix I - MIDI Cost Reports on Manoel Island

	Initial			Revised				
	Cost (excl. Vat)	Interest	Total	Cost (excl. Vat)	Interest	Total	Difference	Rationale
	€	€	€	€	€	€	€	
Consideration paid								
Cash premium	10,287,091	994,285	11,281,376	8,733,501	802,869	9,536,370	(1,745,006)	exchange with land at TP
Ground rent	10,810,299	2,254,914	13,065,213	10,280,752	2,104,428	12,385,180	(680,033)	same as above
Subtotal - Deed payments	21,097,390	3,249,199	24,346,589	19,014,253	2,907,297	21,921,550	(2,425,039)	
Expenses incurred								
Restoration works								
Fort Manoel, Cemetry Chapel and Quarantine Cattle Sheds	10,833,308	4,159,841	14,993,149	10,756,103	4,125,989	14,882,092	(111,057)	revision of listed costs and interest rates
Lazzaretto	1,600,857	541,294	2,142,151	1,600,821	536,890	2,137,711	(4,439)	same as above
MIDI Office	1,043,047	465,222	1,508,269	1,020,483	462,131	1,482,613	(25,656)	same as above
	13,477,212	5,166,357	18,643,569	13,377,407	5,125,010	18,502,417	(141,152)	
Design & planning								
Master planning	7,731,497	1,404,347	9,135,844	7,720,954	1,379,022	9,099,975	(35,869)	same as above
Full Development Application V1	6,469,132	826,077	7,295,208	6,412,432	811,179	7,223,611	(71,597)	same as above
Full Development Application V2	1,081,166	47,771	1,128,937	1,080,229	46,910	1,127,138	(1,799)	same as above
Planning Authority fees	623,385	60,879	684,264	631,269	59,781	691,050	6,786	same as above
Other	-	-	-	201,549	-	201,549	201,549	additional costs identified
	15,905,180	2,339,074	18,244,254	16,046,432	2,296,892	18,343,324	99,070	

	Initial			Revised				
	Cost (excl. Vat)	Interest	Total	Cost (excl. Vat)	Interest	Total	Difference	Rationale
	€	€	€	€	€	€	€	
Site works								
Archaeological excavation	2,768,613	148,140	2,916,754	2,751,272	145,463	2,896,735	(20,019)	revision of listed costs and interest rates
Distribution Centre / Containment	1,618,726	454,851	2,073,577	1,614,341	450,790	2,065,132	(8,445)	same as above
Other	254,380	112,040	366,419	229,375	97,149	326,524	(39,896)	same as above
	4,641,719	715,031	5,356,750	4,594,988	693,402	5,288,390	(68,359)	
Professional services								
Financial	1,668,648	338,949	2,007,597	1,668,648	334,212	2,002,860	(4,737)	revision of interest rates
Investment bank	712,958	118,030	830,987	712,762	115,822	828,584	(2,403)	same as above
Branding / Public relations	279,578	39,149	318,726	279,578	38,354	317,932	(794)	same as above
Market research	223,617	72,925	296,542	203,817	72,200	276,017	(20,525)	revision of listed costs and interest rates
Legal	281,337	20,576	301,913	281,337	9,615	290,952	(10,961)	revision of interest rates
	3,166,138	589,628	3,755,766	3,146,143	570,203	3,716,346	(39,420)	
Other								
Allocated overheads	7,860,000	1,600,000	9,460,000	5,246,526	657,941	5,904,468	(3,555,532)	limited to salaries from 2011 to 2024
Allocated pre-project expense	2,060,000	-	2,060,000	-	-	-	(2,060,000)	eliminated
Site security	1,543,235	159,338	1,702,573	1,551,387	247,351	1,798,737	96,164	revision of listed costs and interest rates
Miscellaneous	47,063	7,666	54,729	44,119	7,552	51,670	(3,058)	same as above
	11,510,298	1,767,004	13,277,302	6,842,032	912,843	7,754,875	(5,522,427)	
Subtotal - expenses	48,700,546	10,577,094	59,277,640	44,007,002	9,598,350	53,605,352	(5,672,288)	
Total costs	69,797,936	13,826,293	83,624,229	63,021,255	12,505,648	75,526,902	(8,097,327)	

Table 29 MIDI Cost Reports on Manoel Island

Appendix II - Agreements with third parties

Effective date	Supplier	Brief description	Expense category
23/08/2000	aoM	Civil engineering services in connection with with heritage buildings	Restoration - Lazzaretto
02/05/2001	Carl Bro	Harbour modelling - marina and breakwater	Master Planning
07/08/2001	Vassallo	Emergency intervention works at Fort Manoel	Restoration - Fort Manoel
25/09/2002	Carl Bro	Harbour modelling - breakwater	Master Planning
01/06/2003	JF Security	Security services at Tigné Point and Manoel Island	Site Security
10/12/2003	ctPark	Security services on Manoel Island	Site Security
29/03/2004	KPMG	Business plan for Manoel Island Marina	Professional Fees - Financial
27/05/2004	Carl Bro	Numeric modelling - breakwater	Master Planning
08/07/2004	Polidano	Diagnostic works and restoration	Restoration - Fort Manoel
14/09/2004	J&C Farrugia	Restoration of polverista, gun emplacements, parade ground & casemates	Restoration - Fort Manoel
17/09/2004	V Attard	Alteration and refurbishment of Boat Builders' Workshop	Restoration - MIDI office
23/12/2004	aoM	Civil engineering	Restoration - Fort Manoel
25/01/2005	PwC - US	Strategic plan for a market-justified complex at Lazzaretto	Restoration - Lazzaretto
14/06/2005	RTKL	Master plan and concept design for Manoel Island	Master Planning
21/12/2005	Polidano Brothers	Underground services duct at Manoel Island	Distribution Centre/Containment
29/03/2006	Polidano Brothers	Civil works at distribution centre	Distribution Centre/Containment
19/05/2006	Allworks	Internal alterations & extension of MIDI Office	Restoration - MIDI office
11/07/2006	Vaults	Restoration of barrack's fabric	Restoration - Fort Manoel
24/11/2006	Vaults	Restoration of barrack's fabric	Restoration - Fort Manoel
25/01/2007	Vaults	Masonry works	Restoration - Fort Manoel
28/11/2007	Halmann Vella	Groundworks & installation of services and paving works	Restoration - Fort Manoel
21/12/2007	Dolphin Industrial Services	Timber, steel & glazed apertures	Restoration - Fort Manoel
18/03/2008	Cushman & Wakefield	Real estate market research and valuation, including revenue driver analysis for business planning.	Professional Fees - Market reasearch

Effective date	Supplier	Brief description	Expense category
02/04/2008	Vaults	Restoration of St. Anthony Chapel	Restoration - Fort Manoel
01/07/2008	PwC	Ongoing corporate finance & project advisory	Professional Fees - Financial
20/04/2010	Carl Bro	Update of DHI wave study for floating breakwater	Master Planning
19/09/2011	RTKL	Updating of masterplanning to address public concerns and design services to assist aoM	Master Planning
07/11/2011	RTKL	Meetings with aoM on updated master plan	Master Planning
28/09/2012	Signal 8	Security services	Site Security
29/10/2012	RTKL	Development of a concept design package	Master Planning
15/12/2012	Savills	Master plan review and sales & marketing support	Professional Fees - Market reasearch
15/03/2013	RTKL	Design drawing amendments and extra renderings	Master Planning
27/03/2013	Dataloft	Research report on existing holiday home sector in Malta to provide context for the proposed Manoel Island project	Professional Fees - Market reasearch
30/12/2013	Signal 8	Patrols on Manoel Island and security personnel at Tigné Point	Site Security
01/01/2014	Signal 8	Patrols on Manoel Island	Site Security
20/02/2015	RTKL	Master plan review and revision, and MEPA submission	Master Planning
20/07/2015	G4S	Provision of manned security services for one year (patrols at Manoel Island and personnel at Tigné Point) with daily and monthly reporting	Site Security
20/07/2015	G4S	Patrol schedule for area A to D	Site Security
06/10/2015	Strategy&	Support on Manoel Island's concept and feasibility for master plan	Professional Fees - Financial
16/12/2015	TNS	Market research on demand for Malta property investment (250 interviews across UK, China, France, Germany, Russia)	Professional Fees - Market reasearch
21/04/2016	G4S	Vehicle and security officer patrol services at Manoel Island on weekends	Site Security
05/05/2016	Lyn Edwards	Manoel Island masterplan client advisory services	Master Planning
27/06/2016	Foster + Partners	Conceptual master plan	Master Planning
20/07/2016	G4S	Security officer and supervisor hourly rates	Site Security

Effective date	Supplier	Brief description	Expense category
20/09/2016	Enemalta	Commodatum of Enemalta Manoel Distribution Centre property and MIDI works	Distribution Centre/Containment
31/10/2016	Khiron	Manoel Island security guarding and patrol services	Site Security
01/12/2016	Alfred Stubbings	Restoration of St George's Chapel and Cattle-shed Wall	Restoration - Fort Manoel
31/01/2017	Jefferies	Financial advisory services for possible Manoel Island transaction	Professional Fees - Investment bank
06/03/2017	Foster + Partners	Outline planning submission	Master Planning
03/05/2017	New Gate	Stakeholder communications leadership and advisory	Professional Fees - Branding/Public Relations
09/05/2017	Savills	Pre-marketing due diligence report (market research and development appraisal)	Professional Fees - Market reasearch
24/05/2017	White & Case	Legal advice on Project Ferdinand	Professional Fees - Investment bank
04/08/2017	MC Restauri	Restoration of counterscarps	Restoration - Fort Manoel
02/10/2017	Architecture XV	Architectural services for heritage buildings on Manoel Island (Cattleshed, St George's Chapel, Lazzaretto, Fort Manoel Phase II), including condition reporting and damage monitoring	Restoration - Fort Manoel
12/02/2018	Vaults	Restoration of counterscarps	Restoration - Fort Manoel
18/02/2018	J&K Contractors	Civil works at Albanese substation	Restoration - MIDI office
02/05/2018	Foster + Partners	RIBA Stages 2 and 3 design services	Master Planning
07/05/2018	Alfred Stubbings	Restoration of cattle-shed	Restoration - Fort Manoel
14/05/2018	Aguis Stone Works	Emergency intervention works at Lazzaretto	Restoration - Lazzaretto
24/07/2018	Kevin Vassallo	Archaeological excavation works at Manoel Island cemeteries	Archaeological Excavation
19/12/2018	Joe Camilleri	Advance vacant possession for the construction of a bocci pitch and clubhouse facilities.	Archaeological Excavation
04/01/2019	Camilleri Preziosi	Legal services	Professional Fees - Legal
20/02/2019	GUFC	Advance vacant possession for the construction of a football pitch and ancillary facilities.	Archaeological Excavation
07/03/2019	MC Restauri	Restoration of bastions	Restoration - Fort Manoel
07/03/2019	Michelle Padovani	Archaeological and osteological services	Archaeological Excavation
05/04/2019	iAS	RIBA Stages 2–4 architectural and structural consultancy	Master Planning
05/04/2019	iaS - Peter Zammit	RIBA design stages 2–4 for Cluster 2, 4, 5 and 9 development	Master Planning

Effective date	Supplier	Brief description	Expense category
13/05/2019	Camilleri & Cuschieri	Consultancy on engineering building services for Phase 1 at Manoel Island	Master Planning
13/05/2019	Camilleri & Cuschieri (C&C)	RIBA Design Stage 4 services for Manoel Island Phase 1, and RIBA Stage 3–4 design services for the marina and associated infrastructure	Master Planning
31/05/2019	Meinhardt	RIBA Stage 4–5 costing, contracting and project management	Master Planning
25/06/2019	Vanessa Coleiro	Project management for MIDI branding exercise (Wordsearch)	Professional Fees - Branding/Public Relations
02/07/2019	Wordsearch	Workshop on strategy and positioning, brand identity concept development, marketing programme, and brand guidelines	Professional Fees - Branding/Public Relations
05/07/2019	Polidano Brothers	Site clearance, hoarding and enabling works	Archaeological Excavation
18/07/2019	MC Restauri	Restoration of bastions	Restoration - Fort Manoel
13/01/2020	Derek Garden Centre	Tree uprooting, pruning, planting & maintenance	Archaeological Excavation
24/02/2020	QPM	Archaeological monitoring, evaluation and data recovery services	Archaeological Excavation
02/03/2020	CE Installations	Site preparation electrical works	Archaeological Excavation
04/09/2020	Architecture XV	Architectural services in connection with with heritage buildings	Restoration - Fort Manoel
28/10/2020	Camilleri & Cuschieri	Mechanical & engineering consultancy services	Master Planning
01/01/2021	Architecture XV	Architectural services in connection with with heritage buildings	Restoration - Fort Manoel
24/01/2022	Camilleri Preziosi	Legal services	Professional Fees - Legal
13/04/2022	UNS	Façade and landscape design	Master Planning
17/07/2023	AC Enterprises	Spoil heap clearance	Archaeological Excavation
19/01/2024	Camilleri Preziosi	Legal services	Professional Fees - Legal
29/02/2024	AC Enterprises	General excavation and spread in small heaps for investigation	Archaeological Excavation

Appendix III - Activity at MIDI projects

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
1999	Planning Authority issued an Outline Development Permission (PA2135/94) for the project consisting of a mixed development for residential, commercial, tourism, recreational, cultural and marina-related use on Manoel Island and Tigné Point.				
2000	GOM entered into a public deed with MIDI granting by title of temporary emphyteusis for a period of 99 years commencing from 15th June 2000 divided portions of land at Tigné Point and Manoel Island.				
2001	Completed detailed plans and submitted planning permit applications for two major phases	Emergency repairs and restoration at Fort Manoel			
	Commenced site preparation and excavation				
2002	Commenced work on Clubhouses and residences eventually transferred back to Government upon completion Completed excavation works for Tigné South residences Launched first units of Tigné South on the market	Completed emergency intervention works at Fort Manoel			
2003	Launched a further four residential blocks (T4, T5, T6 and T7) of Tigné South	Continued restoration of Fort Manoel.			
2004	Continued to register steady progress in construction work of Tigné South	Continued restoration of Fort Manoel.			
2005	Continued to register steady progress in construction work of Tigné South	Continued restoration of Fort Manoel.			
	Transferred to Government completed works established by the original contract				
2006	Completed apartment blocks T4 and T5 Apartment blocks T6 and T7 at a very advanced stage of completion and expected to be handed over to the tenants in Q3 2007 Works on the Pjazza which comprises of 3 residential blocks (P4, P7 & P9), commercial spaces and underlying car parking were expected to be complete in Q2 2008. Continued work on the underground relief road and restoration of Fort Tigné	Continued restoration of Fort Manoel.			

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
2007	Completed civil works of the 'Pjazza Residential' blocks	Continued restoration of Fort Manoel.			
	Commenced works on block T10 (Tigné North)				
	Continued construction of Pjazza's underlying car parking, which neared completion by end of 2007				
	Commenced construction of Tigné South Club House & Leisure Facilities				
	Continued works on distribution roads and construction of underground relief road (tunnel), with handover expected in Q1 2008				
	Continued restoration of Fort Tigné				
2008	Concentrated on finishing blocks T8 and T9 blocks	Carried out infrastructural and restoration works at Fort Manoel			
	Continued construction of 'The Point' shopping mall and the Pjazza, including civil works on the Plaza Blocks (P4, P7 & P9) surrounding the Pjazza				
	Continued construction of the Tigne' South Clubhouse				
	Completed substantially the underlying car parking facilities of The Point and Pjazza				
	Carried out infrastructural and restoration works at Fort Tigné				
2009	Continued developing T10 residential block in view of handover to prospective owners in 2010		27.9	2.3	7%
	Completed civil works and commenced external finishing of the Plaza Block apartments				
	Completed and commissioned Tigné South Clubhouse				
	Completed substantially The Point (mall)				
2010	Opened the doors of 'The Point' shopping mall to the public in March 2010	Continued restoration works at Fort Manoel, then in the final phase	20.9	1.6	7%
	Concentrated residential construction works on Pjazza apartments overlooking Pjazza Tigné				
	Opened partially Pjazza Tigné together with the underlying car parking to the public				
	Construction of the basement levels for the Tigné North spanning over 4 levels comprising a series of distribution roads, additional car parking and plant rooms				
	Embellished public areas at Tigné Point and the Sliema Wanderers sports complex which was handed over to the football club				

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
2011	Finished Pjazza apartments	Continued restoration works at Fort Manoel	5.4	1.0	16%
	Constructed basement levels for the Tigné North				
	MEPA issued the full development permits for the forthcoming phases at Tigné North, including a mix of residential units, offices, commercial offers together with open public spaces and regenerated heritage sites				
2012	Finalised Pjazza apartments	Continued restoration works at Fort Manoel	2.3	0.4	15%
	MEPA issued the full development permits for the T17 residential blocks and the T14 office block				
	Planned development of the Tigné North Phase, including aforementioned residential and office blocks as well as some commercial offerings				
2013	Commenced development of the Q1 block (formally known as T17 East) with completion in shell form set at June 2014 and completion of finishing works in 2015	Carried out first studies on a Manoel Island Masterplan	3.2	0.3	10%
	Started planning development of Q2 residential block (formerly known as T17 West) set to commence in Q3 2014	Reviewed development plans of Manoel Island with particular emphasis on revamping the design intent			
2014	Commenced development works on business centre (T14)	Continued restoration works at Fort Manoel	8.0	0.3	4%
	Completed finishing works on Q1 Block	Explored various investment scenarios with regards to the development			
	Commenced civil works of Q2 development, which was set to be completed in 2017				
2015	Completed the apartments in Q1 block at Tigné Point	Engaged the services of an international consultancy firm with the aim of leading an exercise intended to establish a vision for the Manoel Island development, to be subsequently reproduced into a revised masterplan for the project through the participation of renowned masterplanning firms of an international standing	5.9	0.2	4%
	Continued civil works of Q2 development				

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
2016	Continued development works on business centre (The Centre office), which was projected to be completed in H1 2017	Commenced development of new Masterplan	8.2	2.5	24%
	Commenced finishing works on Q2 Block, which was set to be completed in 2018	Engaged PwC Global Strategy& as end-to-end international strategy consultant for the Manoel Island project			
		Engaged Foster + Partners, a world renowned architectural firm, to draw up a conceptual masterplan for the project			
		Appointed Jefferies International Limited as financial adviser for the purposes of identifying and selecting a suitable partner to financially support the development of Manoel Island			
2017	Continued with the development works of Q2 Block	Submitted the new Manoel Island Masterplan (designed by Foster+Partners) to Planning Authority and the Environmental and Resources Authority (ERA)	7.2	1.9	20%
	Completed The Centre office block	Concluding the Environmental Impact Assessment for submission to ERA			
		Entered into a Guardianship Deed with the Manoel Island Foundation			
2018	Completed the Q2 residential block on Tigné North Phase	Strove to garner the PA's approval for the updated Manoel Island Masterplan, which also abided by commitments in the Guardianship Deed signed with the Manoel Island Foundation	5.7	5.5	49%
	Planned the final phase of the Tigné Point development and submitted to PA a full development application for the development of a residential block (Q3), a commercial block and the landscaping, paving and embellishment of the Garden Battery and adjoining areas	Designed in detail the first phase of the Manoel Island development in preparation for the submission of full development applications for the residential clusters of the first phase to PA			

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
2019	Not much activity on Tigné Point	Continued to pursue a number of alternative options with respect to financing the Manoel Island development	1.3	6.9	85%
		PA approved the revised Masterplan and revised outline permit (PA94(07/17) subject to an appeal lodged by the NGO Flimkien ghal Ambjent Ahjar			
		Commenced preparatory works on site envisaging commencement of development works of the first residential clusters 2020			
		Terminated ongoing discussions with Tumas Group, in respect of forming a joint venture for the development of Manoel Island, by mutual agreement.			
		Commenced additional site investigations on site earmarked for development under the supervision of an independent archaeologist approved by the Superintendence of Cultural Heritage (SCH)			
2020	PA granted a full development permit for the development of the final residential block (Q3) at Tigné Point and the landscaping, paving and embellishment of the Garden Battery and adjoining areas	Continued planning the development of Manoel Island	0.6	1.8	76%
	Prepared for the development of Q3	Environment & Planning Review Tribunal (EPRT) concluded that there was a breach in the Environment Impact Assessment (EIA) in respect of the revised Outline Development Permit (PA94(07/17) and determined that a fresh EIA was to be submitted to ERA for PA to reconsider the application			
		Continued site investigations for archaeological remains under SCH's supervision			

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
2021	Commenced the development works on the Q3 residential block site, with the demolition and excavation works set to be completed by June 2021 and construction works set to commence on site prior to year-end	Confirmed archaelogical remains on part of the Manoel Island site, requiring a redesign of the Masterplan	0.7	0.9	56%
		Submitted the revised Masterplan and a fresh EIA to PA and ERA respectively			
		Commenced the works associated with preparing the designs and plans required to submit a full development application to PA			
		PA approved Outline Permit for the revised Masterplan			
		Entered into a non-binding memorandum of understanding with AC Enterprises Limited to explore the possibility of establishing a joint venture for the development of Manoel Island			
2022	Commenced civil works on Q3 and landscaping of adjoining areas (Fortress Gardens)	Submitted a full development application to PA	6.8	0.9	11%
		Discussed remedies under the Deed of Emphyteusis with the Government to mitigate the resulting financial impact of the archaeological finds			
		Continued discussions with AC Enterprises Limited on possibility of establishing a joint venture for the development of Manoel Island			
2023	Completed civil works and started works relating to the facade and finishes and services of Q3 development, with all works set to be completed by mid-2025	EIA and the Outline Development Permit were confirmed following rejections by ERPT and Court of Appeal of appeals by a third party	7.5	0.1	1%
		Continued discussions with the Government on remedies under the Deed of Emphyteusis to mitigate the financial impact of the archaeological finds, as well as the extension to the substantial completion date of the project			
		Continued discussions with AC Enterprises Limited on possibility of establishing a joint venture for the development of Manoel Island			

Reported activity			Project costs (3rd party only)		
Year	**Tigné Point (TP)**	**Manoel Island (MI)**	**TP**	**MI**	
			€M	€M	%
2024	Continued development of Q3 — Fortress Gardens with substantial completion set to be achieved in H2 2025	Planning Board deferred the hearing of the full development application on the basis that Manoel Island now lies within the proposed buffer zone for the Valletta World Heritage Site (WHS) and it was deemed desirable that a Heritage Impact Assessment (HIA) be commissioned on the basis of SCH's terms of reference Submitted HIA to the National World Heritage Technical Committee (NWHTC) together with additional information that had been requested Continued discussions with the Government on remedies under the Deed of Emphyteusis to mitigate the financial impact of the archaeological finds, as well as the extension to the substantial completion date of the project Continued discussions with AC Enterprises Limited on possibility of establishing a joint venture for the development of Manoel Island	11.4	0.4	3%

Appendix IV - Reduction of GFA from 1999 Masterplan

iAS

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Mriehel BKR3000
Malta

Date: 29th September 2023

Our Ref: 0700

Location: Triq il-Fort Manoel, Manoel Island

Project: Manoel Island Residential Development

Document: **Impact of the developable areas from 1999 Masterplan due to archeological finds**

Scope of Report

The scope of this report is to assess the impact of the developable volumes when comparing the outline development permit PA02135/94 forming part of the Deed of Emphyteusis entered into between MIDI and Government on 15th June 2000 (hereinafter referred to as the Deed) and the maximum potential development of Manoel Island in view of the historical findings highlighted in the letter issued by the Superintendence of Cultural Heritage (SCH) addressed to MIDI dated 9th May 2022.

Impact of Historical Findings

As detailed in our report dated 17th May 2022 the gross floor area (GFA) of the proposed buildings (superstructure) affected by the historical sites, both directly and indirectly, totals approximately 36,294sqm. Therefore, the GFA reduction affected by the historical sites totals 26.85% of the 135,178sqm superstructure GFA detailed in the outline development permit PA02135/94.

Revised Masterplan

The discovery of the historical sites necessitated a complete redesign of the Manoel Island development and as a result a revised outline development application PA9407/17 was submitted to the Planning Authority during February 2021, which application contemplated the development of a total superstructure GFA of 95,000sqm. This application was subsequently approved by the Planning Authority on 16th September 2021 and an appeal lodged by a third party was eventually rejected by the Court of Appeal on 10 May 2023.

Mitigating Measures

Although the revised Outline Development Permit PA9407/17 provides for the development of a total

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superstructure of 95,000sqm, together with the client we believe that the possibility exists to increase the superstructure GFA from 95,000sqm to 104,444sqm. The superstructure GFA of 104,444sqm is in our opinion the maximum potential that can be developed on the site given the restrictions of the historical findings, the height limitations and the existing heritage buildings (e.g. Fort Manoel and Lazzaretto) which currently occupy the site.

Furthermore, in terms of the development permit PA09938/18 the Planning Authority approved the transfer of 8,000sqm GFA from Manoel Island to Tigne Point and these volumes are currently being developed at Tigne Point as part of the Q3 development.

Impact on GFA

After taking into account the mitigating measures the impact of the superstructure GFA associated with the requirement to redesign the Manoel Island development as a result of the historical findings the loss of superstructure GFA totals 22,734sqm (135,178sqm less 104,444sqm less 8,000sqm), equivalent to 16.8% of the superstructure GFA (135,178sqm) contemplated in the Deed.

Impact on Floorspace

In terms of the Deed the premium and ground rent calculations are based on Floorspace defined in the Deed as "utilisable (whether for residential, commercial or other purposes) internal Floorspace excluding (without prejudice to the generality of the foregoing) common parts, outside areas, verandahs, gardens and yards."

In determining Floorspace the Deed takes into account both the superstructure and the substructure and based on the workings of the premium and ground rent an average net to gross ratio of 85% is applied for new buildings, 70% for historical buildings and 45% for car parks.

As detailed in the attached Appendix the Floorspace for the development contemplated in the Deed is 138,088sqm and the Floorspace of the revised full potential development of Manoel Island is 104,808sqm, that is a difference of 33,280sqm, equivalent to a reduction of 24% of the Manoel Island Floorspace contemplated in the Deed. Furthermore, after taking into account the transfer of the 8,000sqm GFA to Tigne Point (equivalent to a Floorspace of 6,800sqm) the reduction in the Floorspace associated with the historical findings totals 26,400 sqm (138,088sqm less 104,808sqm less 6,800sqm), equivalent to a reduction of 19.2% of the Manoel Island Floorspace (138,088sqm) contemplated in the Deed.

Conclusion

As detailed in our report of 17th May 2022 the direct loss of superstructure GFA resulting from the historical findings totals 36,294sqm, equivalent to 26.85% of the Manoel Island GFA contemplated in the Deed. However, after taking into account possible additional development at Manoel Island and the transfer of

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volumes to Tigne Point approved by the Planning Authority the loss of superstructure GFA associated with the redesign of the Manoel island development totals 22,734sqm, equivalent to 16.8% of the Manoel Island GFA contemplated in the Deed.

In terms of the Deed the loss in the Floorspace associated with the redesign of the Manoel island development totals 26,400sqm (after taking into account the transfer of volumes to Tigne Point), equivalent to 19.2% of the Manoel Island Floorspace contemplated in the Deed.

Yours Sincerely,



Frederick Grech o.b.o Peter Zammit
Perit

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Appendix

Manoel Island Deed Development PA02135/94

	Gross Floor Area				New Build Average Net to Gross Ratio	Historical Average Net to Gross Ratio	Car Park Average Net to Gross Ratio	Floorspace			
	New Build M²	Historical Buildings M²	Car Parking M²	Gross Total M²	%	%	%	New Build M²	Historical Buildings M²	Car Parking M²	Net Total M²
Marina South	45,358	-	25,970	71,328	85%	70%	45%	38,554	-	11,687	50,241
Marina Central	29,943	-	15,500	45,443	85%	70%	45%	25,452	-	6,975	32,427
Lazzaretto	-	28,501	-	28,501	85%	70%	45%	-	19,951	-	19,951
Fort Manoel	-	6,100	-	6,100	85%	70%	45%	-	4,270	-	4,270
Manoel Sports Club	11,460	-	9,220	20,680	85%	70%	45%	9,741	-	4,149	13,890
Marina Lido	3,470	-	-	3,470	85%	70%	45%	2,950	-	-	2,950
Marina Mall	7,850	-	3,700	11,550	85%	70%	45%	6,673	-	1,665	8,338
Marina North	2,496	-	8,670	11,166	85%	70%	45%	2,122	-	3,902	6,023
	100,577	34,601	63,060	198,238				85,490	24,221	28,377	138,088

Manoel Island Maximum Potential Development

	GROSS FLOOR AREA				Average Net to Gross Ratio			FLOORSPACE			
	New Build M²	Restored Building M²	Parking M²	Total M²	New Build %	Restored Building %	Parking %	New Build M²	Restored Building M²	Parking M²	Total M²
Marina South	40,236	-	17,194	57,430	85%	70%	45%	34,201	-	7,737	41,938
Marina Central	15,395	1,713	6,846	23,954	85%	70%	45%	13,086	1,199	3,081	17,366
Lazzaretto	-	23,575	-	23,575	85%	70%	45%	-	16,503	-	16,503
Fort Manoel	-	6,100	-	6,100	85%	70%	45%	-	4,270	-	4,270
Manoel Sports Club	9,712	-	21,983	31,695	85%	70%	45%	8,255	-	9,892	18,148
Marina Lido	1,979	1,641	1,362	4,982	85%	70%	45%	1,682	1,149	613	3,444
Marina Mall	-	2,256	-	2,256	85%	70%	45%	-	1,579	-	1,579
Marina Mall - Football Pitch	1,837	-	-	1,837	85%	70%	45%	1,561	-	-	1,561
Marina North	-	-	-	-	85%	70%	45%	-	-	-	-
	69,159	35,285	47,385	151,829				58,785	24,700	21,323	104,808

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End.

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