

Before me Doctor of Laws [-], Notary Public, have personally appeared and identified themselves in accordance with law by means of the hereunder mentioned official documents:

Of the first part: \_\_\_\_\_, Chief Executive Officer, Lands Authority, holder of identity card number \_\_\_\_\_, son of \_\_\_\_\_ and \_\_\_\_\_ nee' \_\_\_\_\_ born in \_\_\_\_\_ and residing at \_\_\_\_\_, Malta, for and in representation of the Lands Authority, as duly authorized by virtue of a Board Minute of the Board of Governors of the Lands Authority \_\_\_\_\_, which Authority is appearing on this deed in the name of and in representation of the **Government of Malta**, by virtue of the powers vested in it pursuant to Chapter five hundred and sixty-three (563) of the Laws of Malta and Chapter five hundred and seventy-three (573) of the Laws of Malta; hereinafter called **'the Government'** and/or **'the Authority'**, as the case may be.

Of the second part, Alan Borg, Chief Executive Officer, holder of identity card number 333680(M), son of Aldo Borg and Anna nee' Coppini born in on the 26<sup>th</sup> April 1980 in Sliema, Malta and residing at Ta' Xbiex and Karl Dandler, Chief Financial Officer, holder of identity card number 0149389(A), son of Karl Dandler and Maria nee' Weidlinger born on the 30<sup>th</sup> March 1958, in Passau, Austria and residing at Marsascala appearing hereon, as duly authorized by the company's Memorandum of Association, in the name and on behalf of **Malta International Airport plc**, a company duly constituted, formed and registered under the Laws of Malta under number C12663 and having its registered office at Malta International Airport (hereinafter referred to as the **"Company"**);

and

Of the third part Karl Azzopardi, Chief Executive Officer, holder of identity card number 354371(M), son of Joseph Pio Azzopardi and Annie nee' Axiaq born on the 20<sup>th</sup> July 1971 in Attard, Malta and residing at Naxxar appearing hereon, as duly authorized by a resolution of the Board of Directors, in the name and on behalf of **Malta Industrial Parks Limited**, a company duly constituted, formed and registered under the Laws of Malta under number C28965 and having its registered office at Malta Industrial Parks, Gwardamangia Hill, Pieta' (hereinafter referred to as **"MIP"**)

Each of which a **"Party"** and together, collectively, the **"Parties"**.

The Authority and MIP shall collectively be referred to as the **"Grantors"**.

Capitalised terms which are not defined in this Addendum shall have the same meaning attributed to them in the Original Deed (as the term is defined below).

#### **WHEREAS:**

- A. The Government and the Company entered into a public deed in the records of notary Vincent Miceli on the twenty sixth (26<sup>th</sup>) day of July of the year two thousand and two (2002) by virtue of which the Government granted by title of temporary emphyteusis the Emphyteutical Site (as defined therein) under the terms and conditions contained in that deed (the **"Original Deed"**);

- B. As an integral term and essential condition of the Original Deed, the Company had undertaken in favour of the Government, to manage the Airfield (as defined in the Original Deed) pursuant to the Terms and Conditions of Management set out in Exhibit A annexed to the Original Deed (the “**Management Agreement**”);
- C. By virtue of a deed in the records of Notary Dr Diana Charles, of the first (1) day of July of the year two thousand and ten (2010), the Company forfeited the management rights of a portion of the Airfield measuring approximately forty-six thousand, five hundred and seventy-eight square metres (46,578sqm) known as ‘Park 4’ as shown hatched in blue on the plan attached to the said deed (the “**Park 4 Deed**”);
- D. By virtue of the first part of the Park 4 Deed Government granted by title of temporary emphyteusis to the Company, for a period to run from the date of the said deed and to terminate on the twenty-fifth (25) day of July of the year two thousand and sixty-seven (2067) the land mentioned above measuring approximately forty-six thousand, five hundred and seventy-eight square metres (46,578 sqm) known as ‘Park 4’ under the terms and conditions stipulated in the Park 4 Deed;
- E. By virtue of the second part of the Park 4 Deed, the Company bound itself to transfer by title of lease to MIP the above mentioned land known as Park 4 or any part thereof as may be agreed upon between the Company and MIP under the terms and conditions to be agreed upon between the Company and MIP;
- F. By virtue of the third part of the Park 4 Deed the Government bound itself to grant the Company an additional portion of land, having an area of at least forty-six thousand square metres (46,000sqm), under management rights, in the vicinity of the Airport in Luqa under the terms and conditions set out in the Management Agreement attached to the Original Deed;
- G. The Grantors are therefore hereby granting to the Company, under the same terms and conditions in the Management Agreement, the right to manage three (3) additional portions of land described in clause one (1) below (the “**Additional Operational Areas**”) as compensation for the forfeiture of the aforementioned portion of operational land, known as Park 4 and in fulfilment of the Government’s obligations undertaken pursuant to the Park 4 Deed;
- H. The Parties therefore wish to regulate the grant of the Additional Operational Areas under management rights, as set out in the terms and conditions below.

Now therefore, the Parties hereto agree as follows:

**1. The Additional Operational Areas**

1.1 The Authority hereby grants to the Company, under the same terms and conditions set out in the Management Agreement, the right to manage the following portion of land:

1.1.1 A divided portion of land in Luqa, having an area of approximately thirty five thousand, three hundred and eighty square metres (35,380sq. m.) and which is bounded on the North by the area used by the Armed forces of Malta, on the South by the Malta International Airport, on the West by the Ex Air Malta Terminal and on the East by the Ex Air Malta Head office as shown on plan PD 2018\_0235 which plan is attached to this Addendum and marked as Site 1 (hereinafter referred to as the “**Area 1**”);

1.2 MIP hereby grants to the Company, under the same terms and conditions in the Management Agreement, the right to manage the following portion of land:

1.2.1 A divided portion of land in Luqa, having an area of approximately nine thousand, three hundred and four square metres (9,304sq. m.) and which is bounded on the North by the Ex Air Malta head office, on the South by the Malta International Airport, on the West by Area 1 and on the East by the Malta International Airport as shown on plan PD 2018\_0235 which plan is attached to this Addendum and marked as Site 2 (hereinafter referred to as the “**Area 2**”).

1.2.2 For the purposes of Clause twenty-four (24) of the deed dated the sixteenth (16<sup>th</sup>) day of April of the year two thousand and four (2004) enrolled in the acts of Notary Vincent Miceli entered into between the Government of Malta and Air Malta plc, as applicable to MIP by virtue of the deed dated tenth (10<sup>th</sup>) October of the year two thousand and twelve (2012), enrolled in the acts of Notary Pierre Attard entered into between, inter alia, Air Malta plc, MIP and the Government of Malta, the Authority hereby consents to the grant of Area 2 by MIP to the Company, under the same terms and conditions set out in the Management Agreement; and

1.3 The Authority hereby grants to the Company, under the same terms and conditions in the Management Agreement, the right to manage the following portion of land:

1.3.1 The airspace, having an area of approximately three thousand, three hundred and seventy square metres (3,370sq. m.) and which is bounded on the North by the road leading to Vjal I-Avjazzjoni, on the South by Malta International Airport and on the West by the Malta International Airport and on the East by the Malta International Airport, as shown on plan PD 2018\_0235 which plan is attached to this Addendum and marked as Site 3 (hereinafter referred to as the “**Area 3**”).

- 1.3.2 The said airspace comprising Area 3 is granted to the Company from the lower part of the ceiling of the existing tunnel, measured at the tunnel entrance from Luqa in the direction of Kirkop (measured from the median of the carriageway up to the underside of the slab).
- 1.3.3 The Parties nonetheless acknowledge and agree that the Company shall have no obligations with respect to maintenance of any existing structure, including the existing tunnel or the ceiling thereof.
- 1.3.4 The Company acknowledges and accepts, however, that it shall be responsible for the maintenance of any structure constructed by it in developing Area 3 (including any extension to the existing tunnel or any additional tunnel).
- 1.3.5 The Company further undertakes that, in developing Area 3, it shall ensure that the current clear height of the existing tunnel, measured at the tunnel entrance from Luqa in the direction of Kirkop (measured from the median of the carriageway up to the underside of the slab) is to be respected at any point along the median of the road.
- 1.4 Area 1, Area 2 and Area 3 shall together be referred to as the **Additional Operational Areas**.

## **2. Term**

- 2.1 The grant of management rights, under the same terms and conditions set out in the Management Agreement, on the Additional Operational Areas made pursuant to this Addendum shall be for a period from the date of this Addendum until the twenty-fifth (25<sup>th</sup>) day of July of the year two thousand and sixty-seven (2067).

## **3. Consideration**

- 3.1 The Company shall not pay any consideration, whether monetary or otherwise, to any of the Grantors, nor to any third party, for the grant of the Additional Operational Areas, the compensation for which is deemed to have been given by the Company pursuant to the Park 4 Deed.
- 3.2 As and when the Company requires it necessary to develop the Additional Operational Areas it shall bear all costs and expenses that may be necessary for the purpose of such development and it shall have no claim against any of the other parties to this Addendum for any contribution or refund of any such expenses

## **4. Warranties**

- 4.1 Each of the Grantors warrants in favour of the Company, with respect to such portion/s of the Additional Operational Areas which it is granting to the Company pursuant to this Addendum:

- 4.1.1 That it has good and transferable title to grant such management rights on the relevant portion/s of the Additional Operational Areas to the Company pursuant to this Addendum;
- 4.1.2 The peaceful and vacant possession and real enjoyment of such portion/s of the Additional Operational Areas;
- 4.1.3 That any licenses, permits and any other official documentation required for the management and intended use of such portion/s of the Additional Operational Areas have been issued and are valid and effective and that such portion/s of the Additional Operational Areas are not in contravention of any laws and/or regulations which regulate buildings in general including but not limited to sanitary and environmental matters;
- 4.1.4 That such portion/s of the Additional Operational Areas are free from any debts, whether registered or otherwise; and
- 4.1.5 That there are no legal proceedings in connection with such portion/s of the Additional Operational Areas.

## **5. Management of the Additional Operational Areas**

- 5.1 The Company declares that the grant of management rights, under the same terms and conditions set out in the Management Agreement, on the Additional Operational Areas made pursuant to this Addendum are in full satisfaction of the obligations undertaken by the Government of Malta in the Park 4 Deed and that it has no further claims against the Government of Malta in respect of the Park 4 Deed.
- 5.2 The Additional Operational Areas shall be operated and managed by the Company in accordance with the Aerodrome License and the applicable laws and the Company shall provide facilities and other services in the Additional Operational Areas, for the purposes of primarily extending the present aircraft parking facilities between Park 9 and Park 8, with the necessary supporting aircraft maneuvering infrastructure to ensure safe and efficient operations, together with any necessary ancillary and related facilities thereto, as part of the Airfield.
- 5.3 The Additional Operational Areas shall, as from the date of this Addendum, be considered part of the Airfield and under the control and management of the Company pursuant to the terms and conditions of the Management Agreement, which shall be applicable thereto *mutatis mutandis*.

## **6. Other Terms**

- 6.1 This Addendum shall be read and construed as one with the Original Deed.

6.2 The Parties acknowledge that this Addendum shall not be deemed to novate or in any manner terminate the Original Deed.

6.3 All other terms in the Original Deed which are not affected by the terms hereof shall remain unchanged and the parties to this Addendum hereby confirm and ratify the rest of the contents of the Original Deed.

## **7. General**

7.1 This Addendum, together with the Original Deed (including all exhibits annexed thereto), contains all agreements of the Parties with respect to any matter mentioned therein and herein. Save as may be otherwise agreed in writing between the Parties, or any of them, no other agreements or understandings pertaining to any such matter shall be effective.

7.2 This Addendum shall be read and construed in accordance with the laws in force in Malta from time to time and the Parties subject themselves to the exclusive jurisdiction of the Courts of Malta.

All notarial fees and expenses as well as Duty on Documents payable upon publication of this deed shall be at the charge of [-]. Each party shall be responsible for the payment of the fees of its own advisors.

For the purposes of the Land Registry Act (Chapter Two Hundred and Ninety Six (296) of the Laws of Malta), it is hereby declared that the immovables transferred in virtue of this deed [-]

For the purposes of the Duty on Documents and Transfers Act of the year one thousand nine hundred and ninety three (1993) [Chapter Three Hundred and Sixty Four (364) of the Laws of Malta] I the undersigned Notary declare that no duty is due on this on this deed since this is not a transfer within the remit of the said Act.

For the purposes of the Income Tax Management Act of the year one thousand nine hundred and ninety four (1994) [Chapter One Hundred and Twenty Three (123) of the Laws of Malta] I the undersigned Notary do hereby declare that no tax is due on this deed since this is not a transfer within the remit of this Act.

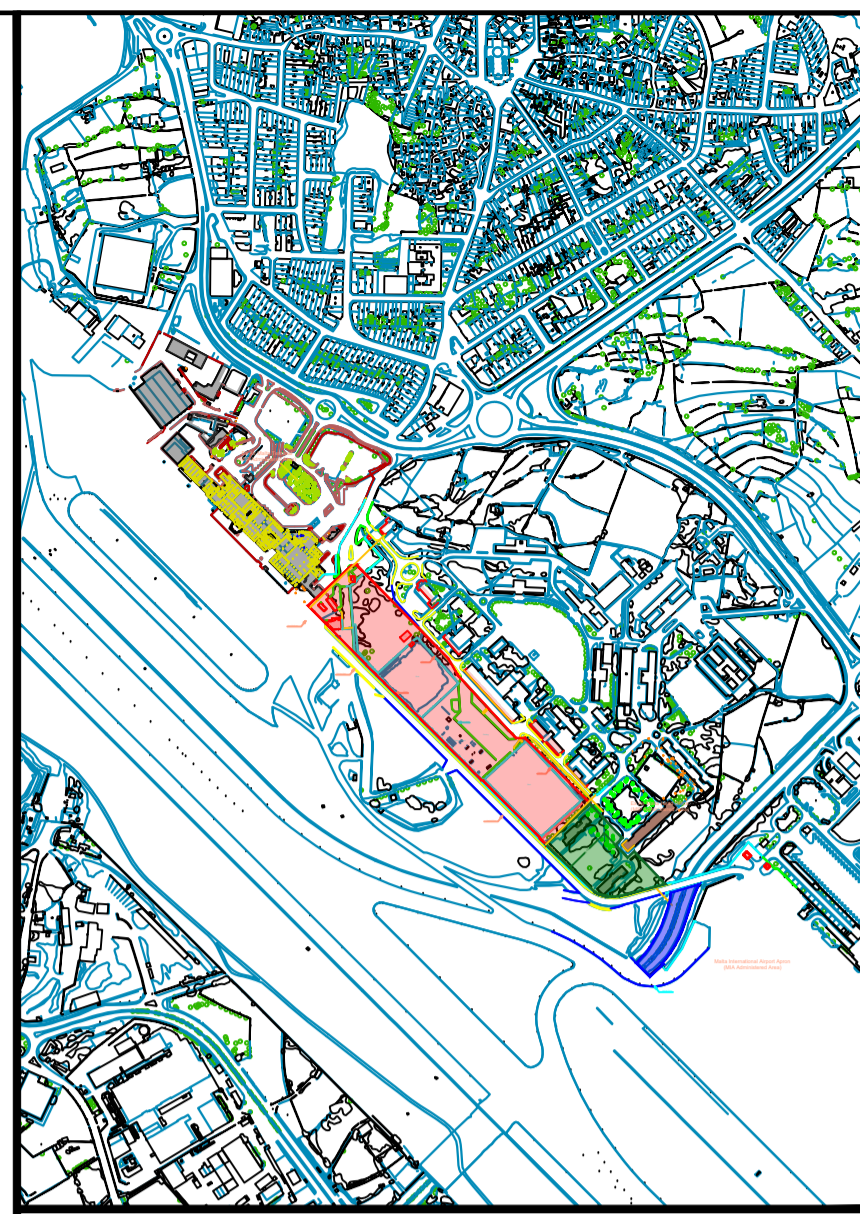
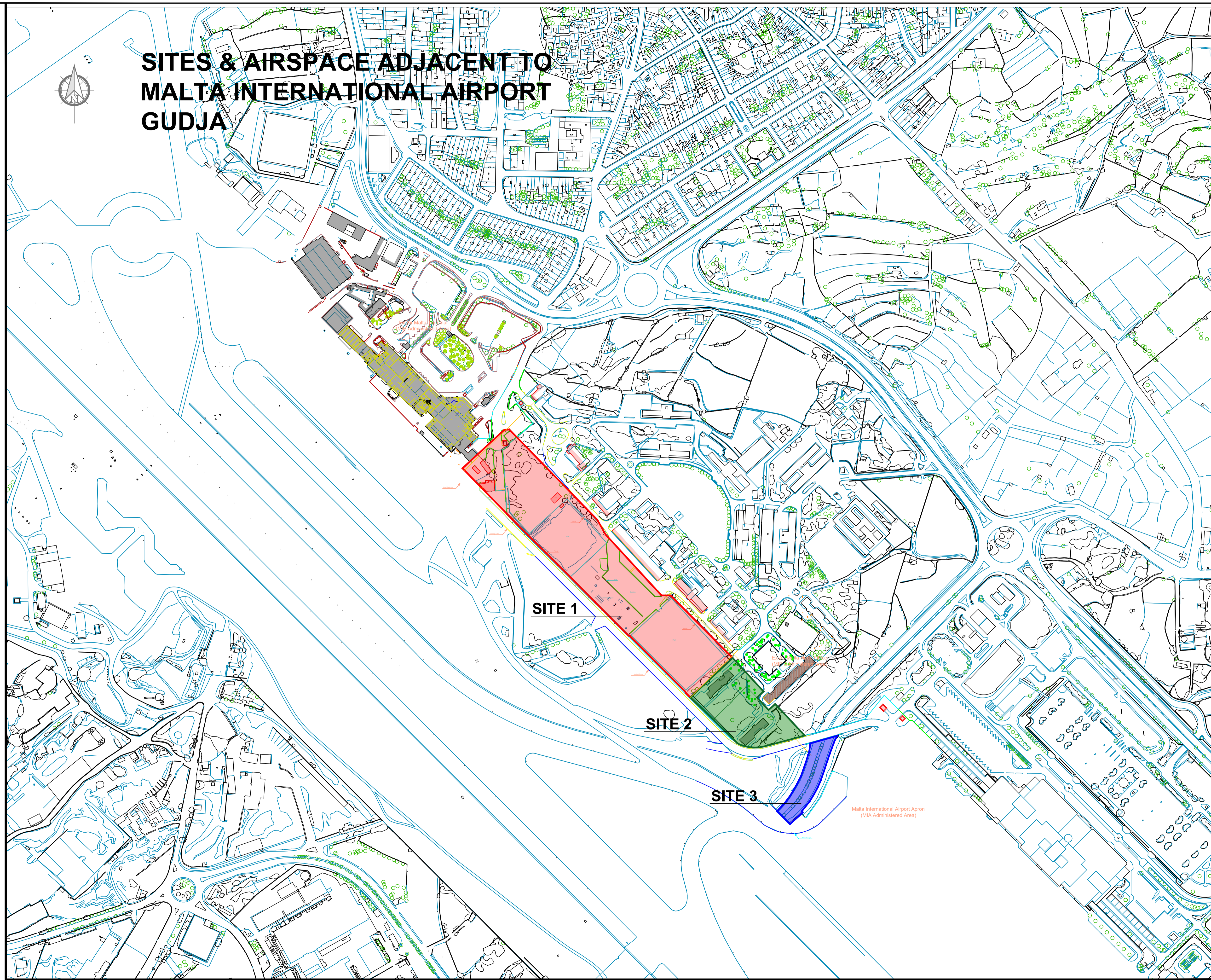
This Addendum has been authorized by parliamentary resolution dated [-] of [-] of the year two thousand and eighteen (2018).

This Addendum has been done, read and published by me the undersigned notary after having explained the contents thereof to the Parties in accordance with the law in Malta at [*location*].

# SITES & AIRSPACE ADJACENT TO MALTA INTERNATIONAL AIRPORT GUDJA



Scale 1:2500  
0  
50  
100  
150  
200  
250  
300  
350  
400  
450  
500



Site Plan  
S.S. 3286  
Scale 1:10000  
Map Ref.: 61403  
72785

**LEGEND :**

- SITE 1**  
PROPERTY No.: xxxxxx  
AREA : 35,380m<sup>2</sup>
- SITE 2**  
PROPERTY No.: xxxxx  
AREA : 9,304m<sup>2</sup>
- SITE3**  
PROPERTY No.: xxxxx  
AREA : 3,370m<sup>2</sup>  
(airspace and road thickness  
above the existing public  
road designated for proposed  
airfield extension)

**DRAFT COPY**

**LANDS Authority**  
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Locality: <b>VALLETTA</b>	
P.D.No.: <b>2018_0235</b>	Scale: <b>1 : 2500</b>
File No.: <b>L 275_1991_ii</b>	Drawn by: <b>demir001</b>

**A&CE**  
Date: **12th June 2018**  
// Chief Officer - Estate Management & Business Development  
Date: **12th June 2018**

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Scale 1:2500