

Document "X"

Schedule of Documents

Document	Description
A1	resolution of the Board of Governors of the Lands Authority
A2	resolution of the board of directors of SmartCity (Malta) Limited
A3	resolution of the board of directors TECOM INVESTMENTS FZ-LLC
A4	authorisation of Authority for Transport in Malta
A5	resolution of the board of directors SmartCity Dubai FZ-LLC
B	SmartCity Facilities Agreement
C	Plot Development Guidelines
D	copy of Vol.I.8,363/2007
E	Purposely Left Blank
F	new Schedule F replacing the Schedule F attached to the Original Deed
G	exemption order issued by the Ministry of Finance
P1	plan showing the Designated Land
P2	plan showing the Boulevard and the Peripheral Ring Road
P3	plan showing Plot A, Plot E, Plot J, Plot K, Plot M1 and Plot N
P4	plan showing Plot D and Plot H
P5A	plan showing siting of part of the Road Infrastructure Works Point A to Point B
P5B	plan showing siting of part of the Road Infrastructure Works Point B to Point C
P6	plan indicative of PRR Works

Nota ghal Iskrizzjoni ta' Privilege

Nru. Progressiv

8363

Rimarki
(ghall- uzu
ufficjali biss)

Kreditur: Government of Malta

Debitur :- SmartCity (Malta) Limited, a limited liability company registered in Malta with registration number C 41194 (letter C four one one nine four).

Kreditu: Sixty five thousand Malta Liri (Lm65,000) annual and temporary ground-rent imposed by the Creditor on the Site (defined hereunder) which was granted by the Creditor to the Debtor on temporary emphyteusis for a period of ninety nine (99) years reckoned from date of deed, which annual and temporary groundrent is payable annually in advance with effect from date of deed and is revisable upwards on the lapse of nine (9) years reckoned from date of deed by five per cent (5%) and thereafter, on the lapse of every subsequent five-year period, by five per cent (5%) on the *pro tempore* ground-rent payable annually in terms of the deed in each year in the immediately preceding five-year period; and the payment any penalty that may become due by the Debtor to the Creditor in terms of the deed;- and this by virtue of a deed in my Records of the twenty second April two thousand and seven.

For the purposes of clarity the ground-rent due for each year of the emphyteutical grant is set out on Schedule One annexed to the deed as Document C. The annual ground-rent due for the first eight (8) years reckoned from the date of the deed is administratively but irrevocably abated by the Creditor in the manner set out on Schedule One annexed to the deed as Document C.

2903
~~WY~~
AD
Duby
hand sign

Kawza ta' Preferenza:
Special privilege on:

i. the divided portion of land at Ricasoli limits of Kalkara having an area of approximately three hundred and sixteen thousand seven hundred and seven square metres (316,707sq.m) bounded on the north by public foreshore, west in part by property of the Government and in part of unknown third parties and on the south and south-east by property belonging to unknown third parties as shown bordered in red and marked site one (1) on the Site Plan (hereunder defined), 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

An official stamp from the Land Registry of Malta, dated 3 MAY 2007, is stamped over a signature. To the right, there is another signature and the handwritten text 'hand sign'.

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land, but excluding the Retained Land (hereunder defined) which has not been included in the superficial area stated above;

ii.the divided portion of land in the limits of Kalkara, having an area of approximately twenty nine thousand seven hundred and sixteen square metres (29,716 sq.m) bounded on the south west by a public road named Triq San Leonardu, on the east by an alley known as Sqaq Alessi and on all other boundaries by property of unknown third parties as shown bordered in red and marked site two (2) on the Site Plan including any buildings, structures and constructions all without number existing in, on or under the said land;

iii. the divided portion of land in the limits of Xghajra, having an area of approximately eleven thousand three hundred and thirty-nine square metres (11,339sq.m.) shown bordered in red and marked site 3 on the Site Plan and bounded on the west by an alley known as Sqaq Alessi and on the other boundaries by property belonging to unknown third parties, including any buildings, structures and constructions all without number existing in or under the said land;

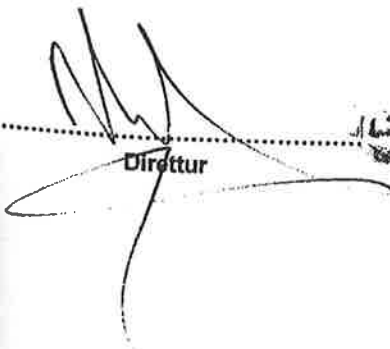
in this note collectively referred to as "the Site", with all their respective rights and appurtenances.

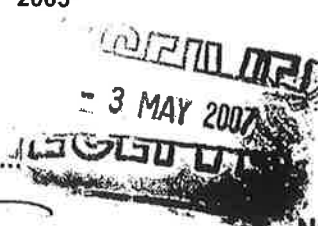
"Retained Land" means the divided portion of land at Ricasoli limits of Kalkara having an area of approximately twenty eight thousand nine hundred and one square metres (28,901sq.m) bounded on all sides by the Site and which shall be accessible from the Public Spaces, as determined in the Approved Master Plan, shown hatched in blue and marked site four (4) on the Site Plan.

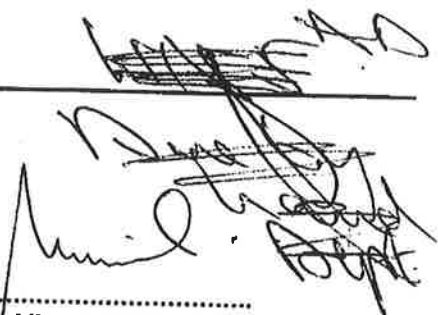
"Site Plan" means the Government Property Division plan P.D. 2006_436 annexed to the deed as Document B.

The special privilege reserved by the Creditor shall apply to the part transferred only to the extent and as security for the ground-rent and the payment of the penalties due by the transferee according to the deed and on a written request the Creditor bound itself to appear on a notarial deed to reduce the special privilege accordingly at the expense of the transferee.

Ilum ta' 2005


Direttur




Not. Dr. Vincent Miceli LL.D.
Nutar Pubbliku'fid-Dipartiment ta' l-Artijiet

Schedule Four (4)
Employment Obligations

Document "F"

YEAR	YEAR 0 = CLOSING DATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8
NO OF WHOLE- TIME JOBS COMPUTED AS PER ARTICLE 12.1	N/A	N/A	400	1000	2000	3500	5000	5000	5600