

RIZOLUZZJONI DWAR TRASFERIMENT TA' PROPRJETÀ

IL-MINISTRU GHALL-ARTIJET U L-IMPLIMENTAZZJONI TAL-PROGRAMM ELETTORALI JIPPROVONI ILLI L-KAMRA TAD-DEPUTATI TAPPROVA DIN IR-RIZOLUZZJONI BIEX JIGI SOSTITWIT KUNTRATT APPROVAT PERMEZZ TAR-RIZOLUZZJONI Nru. 134, APPROVATA NHAR IT-28 ta' GUNJU, 2023:-

Illi b'att tan-Nutar Anthony Attard datat 11 ta' Frar 1964, il-Gvern ta' Malta (**il-Gvern**) kkonċeda b'titolu ta' enfitewsi temporanja porzjon ta' art f'Imgieret limiti ta' Hal Luqa, b'kejl superficjali komplessiv ta' circa tmienja u għoxrin elf, erba' mija u disgħa u erbghin metru kwadru (28,449 mk), kif tidher aħjar maqsuma f'erba' siti mmarkati bl-ittri u numri A, B2, C2 u D2 fil-pjanta PD 2019_0133_4, lill-kumpanija Poultry Products Co Ltd (C525). Il-konċessjoni saret għal disgħa u disgħin sena (99) b'dawk il-kundizzjonijiet u pattijiet inkluzi fl-att (l-att Enfitewtiku oriġinali) fosthom illi c-ċens ikun rivedibbli wara hamsin (50) sena.

Illi s-sit enfitewtiku gie diviż u trasferit lil erba' kumpaniji separati u distinti – MOSM Ltd (C 81391), Three MV Ltd (C 43203), Regeneration Projects Ltd (C 79690) u tal-Herba Enterprises Ltd (C 89659). Il-porzjon art trasferit lil kull kumpanija hija ndikata u mmarkata bhala sit A, sit B2, sit C2 u sit D2 fil-pjanta PD 2019_0133_4.

Illi dawn il-kumpaniji iffurmaw konsorzju msejjah 'Regeneration Projects Consortium' bil-għan illi l-art imsemmija hawn fuq (flimkien ma' artijiet oħra miżmumin mill-istess żviluppaturi taht titolu liberu w frank) liema art għandha kejl superficjali ta' madwar tmienja u għoxrin elf, erba' mija u disgħa u erbghin metru kwadru (28,449 mk), tkun żviluppata prinċipalment f'kumpless industrijali u kummerċjali li jinkludi kumpless t'imhazen, iżda jeskludi dak li hu magħruf bhala 'Logistics Hub'.

Illi permezz ta' Rizzoluzzjoni tal-Kamra tad-Deputati Nru. 134, tat-28 ta' Gunju 2023, ġew approvati kemm it-tnehhija tal-kundizzjoni ta' żvilupp tal-konċessjoni oriġinali billi tithallas somma ta' darba waħda biss favur il-Gvern ta' żewġ miljuni, erba' mija u hamsa u tmenin elf, mitejn u hamsa u sittin ewro (€2,485,265), kif ukoll estensjoni tat-terminu tal-enfitewsi.

Emendi għall-abbozz tal-kuntratt approvat.

Billi l-istess Rizzoluzzjoni tal-Kamra tad-Deputati kienet approvat abbozz ta' kuntratt ta' modifika tal-att tan-Nutar Anthony Attard datat 11/02/1964.

Billi, insegwitu għall-approvazzjoni tar-resoluzzjoni suriferita, l-Awtorità tal-Artijiet għamlet aġġornament tar-riċerki rigwardanti l-proprjeta' mertu ta' din ir-rizzoluzzjoni u l-partijiet imsemmija fl-abbozz approvat.

Billi fil-proċess ta' aġġornament tar-riċerki sabiex jiġi ppublikat l-istess kuntratt, hareġ ċar illi id-dikjarazzjonijiet ta' trasferimenti fl-abbozz approvat ma kenitx taqbel mat-trasferimenti illi kienu saru, b'tali mod illi kellhom isiru emendi fl-abbozz tal-kuntratt sabiex ikun hemm akkont shih u korrett tas-sitwazzjoni tat-titoli vigenti.

Billi il-Gvern insista li l-Utilisti (Enfitewta) rikonoxxuti ikunu dawk l-istess erba' kumpaniji illi jiffurmaw il-konsorzju hawn fuq imsemmi u li jkun iffirmit mill-istess partijiet indikati fl-abbozz approvat permezz tar-rizzoluzzjoni 'l fuq imsemmija.

Billi sabiex isir dan kellhom isiru aġġustamenti fit-trasferimenti ta' propjeta' da parti tal-utilisti b'tali sens illi l-istess erba kumpaniji jibqaw rikonoxxuti bhala l-Utilisti (Enfitewta) fuq l-istess porzjonijiet tal-propjeta imsemmija hawn fuq.

Billi dan kollu kien jirrekjedi emendi fl-abbozz approvat, u li l-istess emendi jistghu jsehhu biss permezz ta' approvazzjoni mill-gdid tal-Kamra tad-Deputati.

Illi l-emendi fl-abbozz tal-kuntratt ta' modifika huma ta' natura minuri u ma jaffettwaw bl-ebda mod kemm valuri kif ukoll termini tal-abbozz approvat. Madanakollu xorta wahda ghal fini ta' korrettezza u governanza tajba, huwa mahsub xieraq li dan isir skont rizzoluzzjoni speċjali tal-Kamra tad-Deputati.

Illi l-abbozz tal-kuntratt approvat permezz tar-rizzoluzzjoni suriferita ma giex ippubblikat u dan ghar-raġunijiet infraskritti.

Illi huwa mehtieg li jitressaq abbozz emendat ghall-approvazzjoni ta' din il-Kamra u dan biex jirrispekkja l-premessi hawn fuq indikati in segwitu ghat-trasferimenti li kienu mehtiega biex l-Utilisti li jidhru fuq il-kuntratt ikunu dawk imsemmija fl-abbozz approvat minn din il-kamra.

Ghalhekk, huwa b'dan rizzolut illi l-abbozz ta' kuntratt ta' modifika kif approvat fir-Rizzoluzzjoni tal-Kamra tad-Deputati Nru. 134, tat-28 ta' Gunju 2023, jigi sostitwit bl-abbozz anness.

Onorevoli Stefan Zrinzo Azzopardi

Ministru ghall-Artijiet u l-Implimentazzjoni tal-Programm Elettorali

Enc: Abbozz ta' kuntratt ta' modifika (emendat) tal-att tan-Nutar Anthony Attard datat 11/02/1964.
Pjanta PD 2019_0133_4

Before me, Notary Public and Doctor of Laws Sam Abela, there personally came and appeared after I the undersigned Notary identified them in virtue of the hereunder mentioned official documents:

Of the First Part:

who is appearing hereon for and on behalf of the **Lands Authority** which in turn is representing the **Government of Malta** as duly authorised by virtue of _____ for and in representation of the **Lands Authority**,

- Hereinafter referred to as '*the Lands Authority*' and/or '*the Government of Malta*' as the case may be.

Relative papers in respect of this deed are file bearing capital letter 'L' and number five hundred twenty-eight stroke one thousand nine hundred sixty-three (L 528/1963) ; file bearing capital letter 'L' and number five hundred twenty-eight stroke one thousand nine hundred sixty-three stroke one (L 528/1963/1) ; file bearing capital letter 'L' and number five hundred twenty-eight stroke one thousand nine hundred sixty-three stroke two (L 528/1963/2) ; file bearing capital letter 'L' and number five hundred twenty-eight stroke one thousand nine hundred sixty-three stroke three (L 528/1963/3) ; file bearing capital letter 'L' and number five hundred twenty-eight stroke one thousand nine hundred sixty-three stroke four (L 528/1963/4).

Of the Second Part:

who are appearing hereon jointly for and on behalf of **MOSM Ltd** (C-81391) as duly authorised by virtue of _____,

- Hereinafter referred to as '*the Company A*'.

Of the Third Part:

who are appearing hereon jointly for and on behalf of **Regeneration Projects Ltd** (C-79690) as duly authorised by virtue of _____,

- Hereinafter referred to as '*the Company B*'.

Of the Fourth Part:

who are appearing hereon jointly for and on behalf of **Tal-Herba**

Deed No:

**Deed of
Modification**

Date of
Enrolment:

No. of
Enrolment:

Vol. I:

LRA:

Enterprises Limited (C-89659) as duly authorised by virtue of

- Hereinafter referred to as '*the Company C*'.

Of the Fifth Part:

who are appearing hereon jointly for and on behalf of **Three MV Limited** (C-43203) as duly authorised by virtue of ,

- Hereinafter referred to as '*the Company D*'.

The Companies are collectively hereinafter referred to as '*the Emphyteutae*'.

Collectively, the Lands Authority/Government of Malta and the Companies are at times hereinafter referred to as '*the Parties*'.

The Parties hereby declare and premise:

i. Whereas, by virtue of a deed of emphyteutical concession published in the records of Notary Anthony Attard of the eleventh (11th) day of February of the year one thousand nine hundred and sixty-four (1964), hereinafter referred to as '*the Emphyteutical Deed*', the Government of Malta granted by title of temporary emphyteusis in favour of Poultry Products Limited bearing company registration number five two five (C-525), which accepted, the following property :-

Two plots of land denominated "*Ta' Imghieret*" in the limits of Luqa, other times referred to as Marsa, free and unencumbered by any hypothec, easement or other burden, dismembered from Government tenements number Rural one hundred and eighteen (118), one thousand three hundred and twelve (1,312), one thousand three hundred and thirteen (1,313) and one thousand three hundred and fourteen (1,314), which plots are both shown verged in red and particularly marked 'A' and 'B' on the plan distinguished with the letters 'LD' number one hundred and twenty-five letter 'A' bar number sixty-three (L.D. 125A/63) marked Document 'X', which is attached to the Emphyteutical Deed for registration.

▪ The plot marked 'A' is bounded on the north by property belonging to the Poultry Products Ltd, on the east partly by property belonging to the Poultry Products Ltd and partly by property belonging to the Government, and forming part of tenement number Rural one thousand two hundred and ninety-nine (1,299) and part of the remaining portion of tenement number Rural one hundred and eighteen (118), on the south by property belonging to the Government and forming part of the

remaining portion of tenement number Rural one thousand three hundred and twelve (1,312), one thousand three hundred and thirteen (1,313) and one thousand three hundred and fourteen (1,314), and

▪ The plot marked 'B' is bounded on the north and west by property belonging to the Company, on the south by property belonging to the Government and forming part of the remaining portion of tenement number Rural one hundred and eighteen (118) and on the east by a public passage,

Collectively measuring approximately twenty-eight thousand and eighty-one point six six square metres (28,081.66sqm),

- Hereinafter referred as '*the Emphyteutical Site*'.

This concession was made for a ninety-nine (99) year term, hereinafter referred to as '*the Original Term*', commencing from the eleventh (11th) day of February of the year one thousand nine hundred and sixty-four (1964), and for the annual groundrent of two hundred pounds (£200), equivalent to approximately four hundred and sixty-five Euro and eighty-seven cents (€465.87), as subject to revision on the basis of the cleared site value on the expiration of fifty years from the date of said deed, and payable yearly in advance.

The said groundrent was subsequently revised on the tenth (10th) day of February of the year two thousand and fourteen (2014) to approximately fifty-five thousand Euro (€55,000) *per annum*, in accordance with the terms and conditions of the Emphyteutical Deed.

ii. Whereas by virtue of four (4) separate deeds of sale, all of which were published in records of Notary Ian Spiteri of the twenty-third (23rd) day of February of the year two thousand and eighteen (2018), Poultry Products Ltd (C-525) made the following transfers, specifically to:-

a. **Company A**, which accepted, the temporary *utile dominium* for the remainder of the Original Term of a divided portion of land forming part of the Emphyteutical Site subject to its relative rate of groundrent amounting to thirty-five thousand six hundred and fifty-one Euro and eighty-nine cents (€35,651.89), otherwise free and unencumbered; the said **Company A** transferred same to **BBT Logistics Limited** (C-100580) in virtue of a deed in the records of Notary Sam Abela of the fifteenth day of June of the year two thousand and twenty two (15th June 2022), and which was transferred back to **Company A** in virtue of a deed in the records of the same Notary of the nineteenth day of February of the year two thousand and twenty four (19.2.2024), and thus the owner of the said portion of land is **Company A**;

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b. **Company B**, which accepted, the temporary *utile dominium* for the remainder of the Original Term of a divided portion of land forming part of the Emphyteutical Site subject to its relative rate of groundrent amounting to eight thousand, nine hundred and sixty-four Euro and four cents (€8,964.04), otherwise free and unencumbered; the said **Company B** transferred same to **BBT Logistics Limited** (C-100580) in virtue of a deed in the records of Notary Sam Abela of the fifteenth day of June of the year two thousand and twenty two (15th June 2022), and which was transferred back to **Company B** in virtue of a deed in the records of the same Notary of the nineteenth day of February of the year two thousand and twenty four (19.2.2024), and thus the owner of the said portion of land is **Company B**;

c. **Company MISSAG Ltd** (C-81451), which accepted, the temporary *utile dominium* for the remainder of the Original Term of a divided portion of land forming part of the Emphyteutical Site subject to its relative rate of groundrent amounting to four thousand five hundred and fifty-two Euro and seventy-three cents (€4,552.73), otherwise free and unencumbered:

d. **Companies B.C.B.T. Projects Limited** (C-44730) as to three-fourths (3/4th) undivided share and **TUM INVEST Limited** (C-69572) as to one-fourth (1/4th) undivided share, which accepted, the temporary *utile dominium* for the remainder of the Original Term of a divided portion of land forming part of the Emphyteutical Site subject to its relative rate of groundrent amounting to five thousand, eight hundred and thirty-one Euro and thirty-four cents (€5,831.34), otherwise free and unencumbered;

iii. Whereas **Company C** acquired the temporary *utile dominium* of the divided portion of land described in paragraph 'c' above from the ownership of **MISSAG Ltd** by virtue of a deed of sale published in records of Notary Ian Spiteri of the third (3rd) day of July of the year two thousand and twenty (2020); **Company C** granted same by title of sub-emphyteusis to **Anthony Falzon & Sons Limited** (C6652), and this as per deed in the records of Notary Patricia Hall of the seventeenth day of August of the year two thousand and twenty two (17th August 2022) and of the eight day of February of the year two thousand and twenty four (8th February 2024), and wherein on the said deed it is expressly stated that the Utilista remains **Company C**

iv. Whereas **Company D** acquired the temporary *utile dominium* of the divided portion of land described in paragraph 'd' above from the ownership of **BCBT Projects Limited** and **TUM INVEST Limited** by virtue of a deed of sale published in records of Notary Sam Abela of the twenty-third (23rd) day of February of the year two thousand and eighteen (2018); **Company D** granted same by title of sub-emphyteusis to **Andrew Falzon and Nadia Falzon nee Farrugia**, and this as per deed in the

records of Notary Patricia Hall of the thirtieth day of January of the year two thousand and twenty three (30th January 2023) and of the nineteenth day of February of the year two thousand and twenty four (19.2.2024), and wherein on the said deed it is expressly stated that the Utilista remains Company D;;

v. Whereas, therefore, the groundrent of approximately fifty-five thousand Euro (€55.000) *per annum* has been apportioned as follows :-

a. Thirty-five thousand six hundred and fifty-one Euro and eighty-nine cents (€35,651.89) *per annum* relative to **Site letter 'A'**, which site measures approximately eighteen thousand, one hundred and fifty-two square metres (18,152sqm) and is bounded on the northwest by Triq Ingiered, on the north by plots B2 and C2 mentioned below, and on the south by third party property, or more accurate boundaries;

b. Eight thousand nine hundred and sixty-four Euros and four cents (€8,964.04) *per annum* relative to **Site letter B number two (B2)**, which site measures approximately four thousand five hundred seventy-seven square metres (4,577sqm) and is bounded on the northwest in part by Triq Ingiered and in part by property of the consortium, on the northeast by property of the consortium, and on the south by Site A mentioned above, or more accurate boundaries;

c. Four thousand five hundred and fifty-two Euro and seventy-three cents (€4,552.73) *per annum* relative to **Site letter 'C' and number two (C2)**, which site measures approximately two thousand two hundred and four square metres (2,204sqm) and is bounded on the north and east by property of the consortium, on the west by Site B2 mentioned above and on the south by Site A mentioned above, or more accurate boundaries;

d. Five thousand eight hundred and thirty-one Euro and thirty-four cents (€5,831.34) *per annum* relative to **Site letter 'D' number two (D2)**, which site measures approximately two thousand nine hundred and sixty-nine square metres (2,969sqm) and is bounded on the east by BP Lane which abuts onto Triq Marsa, and from all other boundaries by third party property, or more accurate boundaries;

- Hereinafter referred as '*the Emphyteutical Properties*'.

The Emphyteutical Properties are better shown marked with the letter 'A' and edged and hatched in dark red: with the letter 'B' and the number two (B2) and edged and cross-hatched in red; with the letter 'C' and the number two (C2) and edged and hatched in green: with the letter 'D' and the number two (D2) and edged and cross-hatched in blue, on the *Property Drawing* bearing number two thousand and nineteen *underscore* zero one three three *underscore* four (P.D 2019_0133_4) and the Survey

Sheet attached therewith, hereon being attached and marked Document ' _ '.

vi. Whereas the Lands Authority recognised Company A as the Emphyteuta of Site A ; Company B as the Emphyteuta of Site B2 ; Company C as the Emphyteuta of Site C2 ; and Company D as the Emphyteuta of Site D2;

PART I – Modification of the Original Term

The Parties hereby declare and premise also:

vii. Whereas the said Original Term is set to expire on the tenth (10th) day of February of the year two thousand sixty-three (2063).

viii. Whereas the Parties wish to modify the Emphyteutical Deed, specifically by modifying the Original Term into a one hundred and twenty-three (123)-year term, in such a way as to have the Emphyteutical Concession terminate on the tenth (10th) day of February of the year two thousand eighty-seven (2087) instead of on the tenth (10th) day of February of the year two thousand sixty-three (2063).

Now therefore, by virtue of the first part of this present deed, the Parties are hereby agreeing and giving their consent to modify the Original Term as stipulated above. The Parties are hereby agreeing also that the Emphyteutical Concession of the Emphyteutical Properties shall be terminated on the tenth (10th) day of February of the year two thousand eighty-seven (2087).

This modification of the Emphyteutical Deed is being made under the following conditions:-

1. GROUNDRENT

1.1 The groundrent burdening the Emphyteutical Properties shall remain fifty-five thousand Euro (€55,000). Consequently, the Emphyteutical Properties shall remain subject to their respective groundrents.

1.2 The said groundrents shall be subject to revision on the tenth (10th) day of February of the year two thousand and sixty-three (2063), which revision shall occur only once. Said groundrents shall be revised in accordance with a valuation to be carried out by a valuer or valuers appointed and chosen by the Lands Authority, and such valuation shall be based on the value of the land as an undeveloped site at the time of said valuation in accordance with its development potential at that time.

2. WARRANTY OF PEACEFUL POSSESSION

2.1 The Government of Malta warrants the peaceful possession and real enjoyment of the Emphyteutical Properties in favour of the respective Emphyteutae.

3. FREE FROM BURDENS

3.1 Save for any public services currently passing through, under or over the Emphyteutical Properties and save as otherwise stated in this deed, the Emphyteutical Properties are hereby being granted as free and unencumbered from all groundrents, burdens, other servitudes, hypothecs and privileges, and free from all rights, both real and personal and of whatever nature, in favour of third parties.

4. EXCLUSION OF WARRANTY AGAINST LATENT DEFECTS

4.1 Since the Emphyteutical Properties described above have been maintained, occupied and/or used by the Emphyteutae immediately prior to this deed, the Lands Authority with the acceptance of the Emphyteutae expressly excludes any warranty against latent defects.

5. SECURITY

5.1 In order to secure payment of the said groundrent and the proper performance of all the obligations hereby undertaken:

- i. the Lands Authority reserves in its favour the special privilege competent to it by law; and
- ii. in addition to the said privilege established by law in respect of the said Emphyteutical Properties, the Emphyteutae hereby hypothecate in favour of the Lands Authority, on whose behalf the said Lands Authority accepts, all of their property in general present and future, which general hypothec is being instituted for the value of _____. Said value is being accepted solely for registration purposes, and shall in no way limit the aforementioned obligations and/or penalties in case of infringement of any of the aforementioned conditions or those conditions listed below, by the Emphyteutae or their successors in title.

Statutory Declarations

I, the undersigned Notary declare to have explained to the Parties the importance of the veracity of their declarations in respect of the value of the property in question. It is hereby declared that the value given to the property by virtue of this deed is fair and just

after I explained to the contracting parties about the importance of this declaration.

For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (364) of the Laws of Malta, it is hereby declared that the stamp duty is due by the Parties amounts to the following :-

- Company A:
- Company B:
- Company C:
- Company D:

For the purposes of Article nine sub article two (9[2]) of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (364) of the Laws of Malta, it is hereby being declared by all Parties that

The Parties make such declaration after the undersigned Notary warned them about the importance of the truthfulness of this declaration of theirs.

For the purposes of the Income Tax Act, Chapter one hundred and twenty three (123) of the Laws of Malta and for the purposes of the Income Tax Management Act, Chapter three hundred and seventy two (372) of the Laws of Malta, it is hereby declared that no capital gains tax is due since the Government is exempt from the payment of tax.

For the purposes of Chapter two hundred forty-six (246) of the Laws of Malta, no permits are required, as all shareholders and directors of all companies mentioned are European Union citizens who have resided in Malta for a period exceeding five (5) years. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

For the purposes of sub article twelve (12) of Article five capital A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

For the purpose of the second proviso to Sub-Article five (5) of Article eighty four letter C (84C) of the Notarial Profession and Notarial Archives Act, it is being declared that paragraph letter 'd' of the regulation number four (4) of the Legal Notice regarding the 'Examination of Title Regulations'. the Notary is exempt *'ipso iure'* from examining the title with regards to the immovable property being acquired by means of this deed and the emphytueta declares that I the undersigned Notary explained to them the importance and consequences of such exemption.

PART II – Modification of Clause Three (3) of the Emphyteutical Deed

The Parties hereby declare and premise also:

i. Whereas the Emphyteutical Deed was published as subject to *inter alia* clause three (3), which stipulates the following:

'3. The Company shall set up, equip, maintain and operate in a proper manner on the emphyteutical land a poultry breeding farm and shall carry on any activity related to such an enterprise. The farm which shall include a poultry processing plant, a blast-freezing plant for the deep freezing of poultry and in egg-grading station shall be completed and be fully in operation within three years from the date hereof.'

- Hereinafter referred as '**Clause 3**'.

ii. Whereas clause two (2) of the Emphyteutical Deed stipulates the following:

'2. The Company shall use the emphyteutical land exclusively for the industrial purposes described hereafter and for such extension thereof as the Company may from time to time deem expedient.'

iii. Whereas the Companies have formed a consortium styled the 'Regeneration Projects Consortium'.

iv. Whereas the Parties are desirous to modify the Emphyteutical Deed, specifically the removal *in toto* of Clause 3, and its substitution with a modified Clause 3 as stipulated hereunder, and whereas such change in condition/modification falls under the definition of 'transfer' in the Government Lands Act, Chapter five hundred and seventy-three (Cap 573) of the Laws of Malta.

v. And whereas the modification of the Emphyteutical Deed, specifically the removal *in toto* of Clause 3 has been valued at two

million, four hundred and eighty-five thousand, two hundred and sixty-five Euro (€2,485,265).

Now therefore, by virtue of the second part of this present deed, the Parties hereby agree and give their consent to modify the Emphyteutical Deed, specifically in relation to the removal *in toto* of Clause 3.

This modification is being made and accepted as subject to the following conditions :-

1. CONSIDERATION

1.1 For the consideration of two million, four hundred and eighty-five thousand, two hundred and sixty-five Euro (€2,485,265), which sum is hereby being paid by the Companies to the Government, which accepts and tenders due receipt in terms of law;

2. PURPOSE

2.1 The purpose of the Modification of "Clause 3" shall be in conformity with the use listed in Clause three (3) below:

3. USE

3.1 "Clause 3" of the original deed shall be modified in such a way as to allow the development of the Emphyteutical Site as an Industrial and Commercial complex which includes a warehousing complex but excludes a logistics hub, as may be approved by the Planning Authority.

The principal permitted use may also be complimented with other uses such as offices, light industry, catering establishments, day care nursery, and retail development. However, such development shall always be secondary in nature to the primary development, and the primary use shall be retained as an Industrial and Commercial complex, including a warehousing complex, but excluding a logistics hub.

- Hereinafter referred to as '*the Permitted Use*'.

3.2 The Emphyteutae shall bear any and all costs and expenses, whether ordinary or extraordinary, that may be necessary or desirable in connection with the permitted use and in accordance with the Emphyteutae's respective rights over the Emphyteutical Properties.

4. MODIFICATIONS TO PROPERTY

4.1 Subject to such permits required by law, the Emphyteutae may

carry out on the Emphyteutical Properties or any part thereof all ancillary works related to the Permitted Use, including demolition of buildings and excavation of the land, and may make thereon any Permitted Construction, Reconstruction or Refurbishment (as this term is hereunder defined) at its discretion, always in conformity and subject to the permitted use described in Clause 3 of this deed. The Emphyteutae shall be obliged to notify the Lands Authority with copies of all plans and permits relative to such works prior to commencement of such works.

4.2 The term '*Permitted Construction, Reconstruction or Refurbishment*' for the purposes of this deed shall mean such construction or reconstruction or refurbishment which either:

- a. is in the ordinary course of its business; or
- b. is necessary for or conducive to the carrying on of the activities for which the Emphyteutical Properties can be used in terms of the Permitted Use as defined in clause three (3) above; or
- c. is required by law; or
- d. may be agreed to in advance by the Lands Authority in writing only if such works are intended for the Emphyteutae to continue to comply with their obligations in terms of this deed and in line with the permitted use described in Clause 3 of this deed.

4.3 For the avoidance of doubt as to whether any reconstruction or refurbishment works fall within the definition of "Permitted Construction, Reconstruction or Refurbishment", the Emphyteutae may at any time apply for confirmation to the Lands Authority, as the case may be, and when consent is so granted such reconstruction or refurbishment shall be considered a Permitted Reconstruction or Refurbishment for the purposes of this deed provided that it is in line, and subject to, the permitted use as described in Clause 3 of this deed.

5. COMPLIANCE WITH LAW

5.1 The Emphyteutae shall, at the Emphyteutae's sole cost and expense, comply with all legislation, rules, regulations, and administrative orders applicable to the Emphyteutical Properties, and shall faithfully observe all conditions included in all licences, permits and authorisations issued to the Emphyteutae or for the Emphyteutical Properties in relation to the activities being carried out, now in force or which may hereafter be in force. In particular but without prejudice to the generality of the foregoing the Emphyteutae shall obtain and comply with all licences and

permits necessary for the use of the Emphyteutical Properties in accordance with the Permitted Use.

6. ACCESS

6.1 The Emphyteutae bind themselves to grant all necessary rights to competent authorities in the exercise of their duties in respect of the Emphyteutical Properties.

7. ANCILLARY OBLIGATIONS OF THE EMPHYTEUTAE

7.1 Without limitation to other obligations of the Emphyteutae arising from applicable laws or from this deed:

i. The Emphyteutae shall keep the Emphyteutical Properties and all installations and improvements now existing thereon or which may in the future be constructed or erected thereon at all times in a good state of repair in accordance with applicable law and internationally recognised industry standards, and on the termination of the Emphyteutical Grant by expiration of time or on dissolution of such grant for any other reason, it shall relinquish the Emphyteutical Properties and any permanent improvements thereon in a good state of repair and operation, fair wear and tear excepted, without any right of compensation.

ii. Any damage occurring not only through ordinary causes but also through fortuitous, extraordinary and unforeseen circumstances or by Act of God, even if the Emphyteutical Properties perish in whole, shall be made good by the Emphyteutae who shall be bound to reconstruct, repair or replace the whole or part of the Emphyteutical Properties, including all the buildings, installations and improvements existing at the moment of the events causing the damage, and this at its own cost, so as to render the Emphyteutical Properties capable of being operated in accordance with the 'Permitted Use', in the most expeditious manner possible.

For the avoidance of doubt, the Lands Authority and the Emphyteutae agree that the provisions arising from section one thousand five hundred and fifteen (1515) of the Civil Code, shall not automatically apply to this Emphyteutical Grant.

iii. The Emphyteutae shall not make any excavation in search of water on the Emphyteutical Properties.

iv. The Emphyteutae shall give immediate notice to the competent authority of the discovery of any trace of objects or monuments of local antiquarian or archaeological importance on the Emphyteutical Properties. Any find of such movables shall

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ipso facto become the property of the Lands Authority. On obtaining information of each such discovery the Lands Authority shall have the right to access any part of the Emphyteutical Properties to which the finds purport to relate, for the purposes of causing the latter to be inspected by any person delegated for the purpose and on ascertaining the existence of such finds, the Lands Authority shall have the right to rescind the Emphyteutical Grant, on giving notice thereof to the Emphyteutae. In any such event, the Emphyteutae shall be entitled to compensation only for and to the extent of the actual value of such works as it may have carried out on the site; and at a valuation of the same to be made by the Lands Authority, and it shall not be entitled to any other compensation of any sort, provided that the Emphyteutae may opt either to retain that part of the Emphyteutical Grant not affected by such finds with a relative diminution of ground rent or where this is possible integrate such finds within the development, provided further that should action by any Government Agency or Department relative to any such discovery, cause any hindrance or delay in the progress of the works, a pro-rata reduction of ground rent for the duration of such hindrance and delay and an extension of all applicable and relative time limits will become effective.

v. The Emphyteutae shall not cause damage to existing public services passing through, under or above the Emphyteutical Properties and when damage is caused or the temporary removal is necessary it shall be bound to re-instate same as soon as possible.

vi. The Emphyteutae shall not subject the Emphyteutical Properties to any kind of easement or permit third parties to subject the Emphyteutical Properties to any kind of easement, without the prior written consent of the Lands Authority.

vii. The Emphyteutae shall not, without the prior written consent of the Lands Authority, hypothecate its rights arising from this deed or in any other manner burden the Emphyteutical Properties in favour of any third party.

8. PROHIBITION AGAINST ENCROACHMENT ON ADJACENT LAND

8.1 The Emphyteutae are prohibited from extending in any manner any building or structure constructed or erected on the Emphyteutical Properties onto adjacent land, whether such land is also owned by the Emphyteutae or otherwise, without the prior written consent of the Lands Authority, which consent by the Lands Authority shall not be unreasonably withheld.

9. INSURANCE



9.1 The Emphyteutae shall insure and keep insured throughout the duration of the emphyteusis the Emphyteutical Properties and any improvements thereon in their full value against loss or damage including malicious damage resulting from fire and/or explosion, including fire and/or explosion that may be attributable to negligence and such other risks as are customarily insured against with respect to property of a similar character in or bordering the Mediterranean. Such insurance shall be effected by the Emphyteutae at their own expense;

Provided that in the event that if such insurance cover is not ordinarily available or commercially feasible whether on the national or international market, the Lands Authority and the Emphyteutae shall meet to discuss and within the period of six (6) months thereof decide how best to protect their interests; in default of such a decision the obligation to obtain an insurance cover shall apply. The lack of insurance cover during such period shall not be deemed to be a breach of the conditions of this deed on the part of the Emphyteutae.

10. REPAIRS AND MAINTENANCE

10.1 The Emphyteutae shall at their own expense, maintain the Emphyteutical Properties in a good state of repair and shall carry out such preventive and remedial maintenance as may be necessary in accordance with generally accepted international industry standards. In addition, the Emphyteutae shall (i) at their own cost and expense carry out all ordinary and extraordinary repairs to the Emphyteutical Properties including all the facilities and services thereon; and (ii) return to the Lands Authority the Emphyteutical Properties with all the facilities and services thereon together with any improvements made thereon at the termination or expiration of this Emphyteutical Grant, in a good state of repair and maintenance and fully operational in accordance with generally accepted international industry standards and with no right to compensation. The obligations of repair and maintenance of the Emphyteutae in terms of this clause shall extend to all improvements, including buildings, facilities, services or other erections made on the Emphyteutical Properties.

11. INDEMNITY

11.1 The Emphyteutae shall be responsible for and shall indemnify, keep indemnified and hold the Government (its officers, directors, employees and agents), Government departments and Government entities harmless from and against all losses, damages, injuries, costs, expenses and liabilities of any kind (including legal fees and expenses) arising out of and in relation to:



- a) third party liability,
- b) loss or damage to third party property, and
- c) any other liability,

in each case arising out of any negligent acts or omissions or willful misconduct of the Emphyteutae in relation to the Emphyteutae's possession, operation and maintenance of, or failure to operate and maintain, the Emphyteutical Properties.

12. UTILITIES

12.1 The Emphyteutae shall be responsible for procuring and contracting directly with any and all utility providers on its own account for any utility service required to fulfil its obligations and enjoy its rights in terms of this deed.

13. VERIFICATION OF CONDITIONS

13.1 The Emphyteuta shall permit the Lands Authority or its representative at all reasonable times to have access to the Emphyteutical Properties and to the improvements thereon and when requested to do so, the Emphyteutae shall give all possible facilities and aid to enable such person/s to verify whether the conditions of this grant are being or have been complied with. In the event that the Emphyteutae default in their obligations under this clause, they shall incur a penalty of two hundred and fifty Euro (€250) for each and every occurrence.

14. PUBLIC UTILITIES

14.1 The Lands Authority or other public utility operators whether owned by the Government or otherwise, in agreement with the Emphyteutae, shall have the right to create on any part of the Emphyteutical Properties, any kind of easement which may be necessary for the provision of public services, provided this does not materially adversely affect the business of the Emphyteutae. The exercise of such rights agreed to by the Emphyteutae shall be without any obligation on the part of Government or any operator to pay any compensation for such easement and access.

Provided that the Government or the public utility operator shall have a duty to pass such services and utilities in the manner which is least injurious to the Emphyteutae.

15. TRANSFERS

15.1 The Emphyteutae may transfer or otherwise dispose, in whole or in part after first obtaining the written consent of the Lands Authority, which consent shall not be unreasonably withheld, the Emphyteutical Grant or the Emphyteutical Properties or improvements thereon (hereinafter referred to as a '*transfer*' or '*disposal*') to any person not being an Undesirable Person (as this term is defined below).

15.2 For such purpose the Emphyteutae shall notify the Lands Authority in writing of such proposed transfer together with relevant details of the prospective transferee.

For the purposes of this clause any share transfer agreement or any other contract *sui generes* implying transfer or assignment, entered into by the Emphyteutae and a third party, even if in respect of part of the shares in the Company, shall be deemed to be a transfer or disposal and therefore prior written approval by the Lands Authority and any financial regulatory authorities has to be obtained.

15.3 The Lands Authority shall give its consent to the transfer of the Emphyteutical Grant or the Emphyteutical Properties as requested in the application, without delay, provided:

- a. the terms and conditions of the proposed transfer are consistent with the terms and conditions of this deed; and
- b. there are no prevailing breaches of any of the conditions imposed by this deed prior to the transfer; and
- c. the proposed transferee is, in the opinion of the Lands Authority, not an Undesirable Person.

15.4 For the purposes of this deed an **Undesirable Person** shall be a Person who:

- a. Has been convicted of a crime, wherever committed:
 - i) against the safety of the Government of Malta in terms of Articles fifty five (55) to fifty nine (59), both Articles included, of the Criminal Code (Chapter Nine of the Laws of Malta), or
 - ii) against public safety in terms of Articles three hundred and eleven (311) to three hundred and seventeen (317), both Articles included, of the Criminal Code, or
 - iii) specified in the Schedule to the Extradition Act (Chapter two hundred and seventy six (276) of the Laws of Malta) and liable to a term of imprisonment of more than three (3) years;
 - iv) against the Prevention of Money Laundering Act (Chapter three hundred and seventy three (373) of the Laws of Malta);
 - v) in violation of the Articles three hundred and seven (307) to three hundred and fifteen (315) of the Companies Act (Chapter three hundred and eighty six (386) of the Laws of Malta) and in violation of Article one hundred and ninety one (191) of the



Criminal Code;

vi.) against the laws or by the courts of another country with respect to the crimes specified in (i), (iv) and (v) above.

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

c. Is the subject of an international arrest warrant or is otherwise wanted by INTERPOL or other equivalent transnational police organisation, and this for such time as he so remains.

d. Is insolvent or bankrupt and unable to pay his debts as they fall due.

e. Being a legal entity, the director or other officer, or the controlling shareholder of which is:

i) an Undesirable Person; or

ii) in case of a director or officer, disqualified to be a director of a Company in terms of the Companies Act (Chapter three hundred and eighty six (386) of Laws of Malta) or of a similar law of a jurisdiction of which the director or officer is a national or resident and this for as long as such person remains so disqualified.

“**Person**” means an individual or a legal entity, whether registered or not and this irrespective of citizenship, place of registration, residence or management.

16.1 Nothing in Clause fifteen (15) shall be deemed to waive the obligations of the Emphyteutae and / or the prospective transferee arising from any other law concerning the transfer of immovable property in Malta.

16.2 Nothing in Clause fifteen (15) shall be construed as prohibiting the enforcement by banks granting banking facilities to the Emphyteutae and having a security interest over any part of the Emphyteutical Properties or improvements thereon from enforcing their rights over such property, including by way of judicial sale by auction. The Lands Authority, however reserves the right, at all times, to refuse to recognise a potential acquirer on the basis that it is an Undesirable Person as defined in this Clause.

17 Without prejudice to the sub-emphyteusis which have



already been created and granted as provided in Recitals iii. and iv. to this deed, the Emphyteutae shall not be entitled at any time after the date of this deed to grant by title of subemphyteusis the Emphyteutical Properties or any part thereof, without the prior consent of the Government.

18 CONDITIONS APPLICABLE TO TRANSFERS

Should the Emphyteutae be permitted to transfer or dispose, in whole or in part, the Emphyteutical Grant or the Emphyteutical Properties or the permanent improvements made thereon or any rights granted in relation thereto by virtue of this deed, as provided under the preceding Clauses the following conditions shall apply:

- (i) A recognition fee (laudemium) equivalent to one (1) year's groundrent shall be due to Lands Authority and should the transferee fail to pay the said 'laudemium' within forty (40) days of the relative deed of transfer the Emphyteutae and the transferee shall be jointly liable to pay a penalty of one thousand five hundred Euro (€1.500). over and above the said recognition fee. per day of default for mere delay;
- (ii) The Emphyteutae shall within forty (40) days of any such transfer or disposal inform the Lands Authority of such transfer or disposal by registered letter and cause a copy of the relative deed to be forwarded to the Lands Authority. Should it fail to do so, it shall be liable to pay a penalty of one thousand five hundred Euro (€1.500). per day of default for mere delay;
- (iii) The Emphyteutae shall include in the deed of transfer or disposal all the obligations of the Emphyteutae arising from this deed, it being understood that the aforesaid obligations may be included by reference to this deed.

19 LEASES AND MANAGEMENT AGREEMENTS

- (i) Nothing in this deed shall prohibit the Emphyteutae from granting, in whole or in part, the Emphyteutical Properties or the permanent improvements made thereon or any rights granted in relation thereto by virtue of this deed, on lease or under management agreement or by way of concession or from otherwise granting the possession thereof for the Permitted Use, to a person who is not an Undesirable Person, provided that such lease or management agreement or concession or possession is:
 - a. granted by the Emphyteutae for the Permitted Use
 - b. subject to the condition that if this Emphyteutical Grant be dissolved for any reason, the lease or management agreement or concession or grant of use will terminate automatically and simultaneously; and

c. subject to the further condition that if the lessee or manager or concessionaire or user is or at any time becomes an Undesirable Person the said lease or management agreement or concession or grant of possession may be terminated on simple notice by the Emphyteutae to the lessee or the manager or concessionaire or user, and that in such circumstances the Emphyteutae shall give such notice when so requested by the Lands Authority.

And provided further that if the Emphyteutae exercises its rights under this article, a one-time recognition fee equivalent to one (1) year's groundrent shall be due by the Emphyteutae to the Lands Authority, which groundrent shall be equivalent to a proportionate amount of groundrent payable at the time of the lease/management agreement in proportion with the area in square metres as granted by virtue of the said agreement when compared to the total area of the Emphyteutical Properties.

It is agreed that for the purposes of this Clause "lease" and "management agreement" and "concession" shall include any form of arrangement under whatever name which has the same effects.

It is being specifically agreed that a "lease" and "management agreement" and "concession" and "grant of possession" of the Emphyteutical Properties shall not be deemed to be a transfer or disposal in terms of Clause eighteen (18).

(ii) Nothing in this Clause shall be deemed to exonerate the Emphyteutae from their obligations arising from this deed or applicable law and the Emphyteutae shall be jointly and severally liable with the lessee and/or manager and/or concessionaire and/or user.

20 DISSOLUTION AND TERMINATION

The Lands Authority shall have the right to dissolve this Emphyteutical Grant granted by virtue of this deed, for any of the following reasons:

i. if the Emphyteutae fail to pay the annual groundrent for three years or if although it has made part payments in each year, a sum equal in amount to three year's ground rent is still owed to Lands Authority whether by way of groundrent or interest thereon, or is otherwise in breach of any of the conditions of this deed and fails to remedy such breach within fifteen days from being notified to remedy the breach;

ii. if the Emphyteutae or any person or entity authorised by

them use the Emphyteutical Properties for any purpose which does not fall within the definition of Permitted Use;

iii. if the Emphyteutae extend without the written consent of the Lands Authority in any manner any building or structure constructed on the Emphyteutical Properties or onto land adjacent to the Emphyteutical Properties, whether such land is also owned by the Emphyteutae or otherwise;

iv. if the Emphyteutae fail to obtain and keep in full effect the insurance cover it is required to keep in accordance with the terms of this deed;

v. if the Emphyteutae transfers the Emphyteutical Grant or the Emphyteutical Properties or improvements thereon or part thereof, without the prior written consent of the Lands Authority;

vi. if either because of supervening circumstances or if because there is a change in either management or control of the Emphyteutae or in the beneficial ownership of an entity which determines management and control of the Emphyteutae it results that the Emphyteutical Properties or part thereof, is being controlled by an Undesirable Person as defined.

vii. for any other reason contemplated at law.

21 PROCEDURE FOR DEFAULTS AND DISSOLUTION OF GRANT

Default Notice.

(i) On the occurrence of any one of the circumstances mentioned in Clause twenty (20) of this deed and any time thereafter for such time as such circumstance shall continue the Lands Authority may give notice (the "**Default Notice**") by means of a registered letter to the Emphyteutae of the alleged breach under the provisions of this deed and of a time period (hereafter referred to as a "**Cure Period**"). being not less than sixty (60) days from receipt of the Default Notice, for the Emphyteutae to rectify the default.

During any Cure Period, whether established by the Default Notice, the agreement of the parties or the arbitrator as stated below, the Emphyteutae shall be bound to rectify the default.

Emphyteutae's Options:-

(ii) The Emphyteutae shall have the option, to be exercised within thirty (30) days of receipt of the Default Notice, by means of a registered letter to the Lands Authority:



(a) either to state why in their reasonable opinion there is no default; or

(b) to undertake to the Lands Authority that they will rectify the default within the period stated in the Default Notice, in which case it may also request that the Cure Period be extended to a date mutually agreed upon in writing by the Emphyteutae and the Lands Authority.

(iii) Unless the Lands Authority signifies by means of a registered letter to the Emphyteutae, within fifteen (15) days of the receipt of the response, that it agrees with the Emphyteutae that:

(a) there is no default, or

(b) the proposed extension of time to the Cure Period is acceptable,

the Emphyteutae shall be entitled to refer the matter to arbitration by not later than thirty (30) days from the dispatch of its response to the Lands Authority.

(iv) Failure by the Emphyteutae to contest the Default Notice in accordance with Clause twenty-one roman two [(21) (ii)] or to refer the matter to arbitration in accordance with Clause twenty-one roman three [(21) (iii)] shall constitute acceptance by the Emphyteutae of the Default Notice in accordance with its terms.

Disputes as to existence of Default

(v) Any disputes relating to the existence or otherwise of a default referred to arbitration in terms of the above shall be determined by a panel of three arbitrators.

Disputes Relating to the Cure Period

(vi) Any disputes relating to the duration of the Cure Period referred to arbitration in terms of the above shall be determined by one arbitrator, who may establish a longer Cure Period, which period may be extended by the arbitrator as may be just and reasonable in the circumstances. The arbitrator shall enjoy all the powers of the Court in this regard as stated in the Civil Code in the Title on Emphyteusis.

Lapse of Cure Period

(vii) On the lapse of the Cure Period without a default being rectified, the Lands Authority shall have the right to demand the dissolution of the Emphyteutical Grant and all related rights which demand for termination shall be made by notifying the Emphyteutae by means of a registered letter.

Disputes in relation to Rectification of Default

(viii) In the event of disagreement as to whether a default has been satisfactorily remedied or not, any of the parties may refer the matter to arbitration by three arbitrators. The arbitrators shall be empowered :

to determine whether such action as has been taken is satisfactory rectification of the default, or

to grant a further period for the rectification of the default under specific terms and conditions, or

to declare the termination of the Emphyteutical Grant, and/or

to give such other directives as the tribunal may decide, including in case of termination, the right, which right is hereby expressly granted by the parties, to appoint a Notary to publish the deed of termination of the Emphyteutical Grant, to determine a day, time and place for the publication of the relative deed and to appoint a third party to execute such deed on behalf of the Emphyteutae in the event that the Emphyteutae fail to appear for the publication of the aforesaid deed on the day, time and place so determined.

Disputes following acceptance of a Default Notice

(ix) In the event of disputes following acceptance of a Default Notice, the parties may refer the matter to arbitration by three arbitrators. The arbitrators shall be empowered:

- (a) to declare the termination of the Emphyteutical Grant, and
- (b) to give such other directives as the tribunal may decide, including, the right, which right is hereby expressly granted by the parties, to appoint a Notary to publish the deed of termination of the Emphyteutical Grant, to determine a day, time and place for the publication of the relative deed and to appoint a third party to execute such deed on behalf of the Emphyteutae in the event that the Emphyteutae fail to appear for the publication of the aforesaid deed on the day, time and place so determined.

Dissolution

(x) The Emphyteutical Grant shall be dissolved 'ipso jure' upon the registration with the Malta Arbitration Centre of the final award to that effect by the arbitration tribunal.

Within seven (7) days of the dissolution of the Emphyteutical Grant by a final arbitration award, the Emphyteutae shall vacate the Emphyteutical Properties and return, through the execution of such deeds as may be necessary, the Emphyteutical Properties with all improvements thereon to the Lands Authority in

accordance with the terms of this deed and in case of default the Emphyteutae shall be liable to pay a penalty to the Lands Authority of twenty three thousand two hundred ninety three Euros and seventy four cents (€23.293.74) per day of default for mere delay.

Provided that with effect from the lapse of seven (7) days from the date of the communication of the final arbitration award, the Lands Authority shall be entitled to access the Emphyteutical Properties and place a representative on site and the arbitrator shall be entitled to give all necessary orders in relation to the re-possession of the Emphyteutical Properties.

22 RETURN OF PROPERTY ON TERMINATION

22.1 On the termination of the Emphyteutical Grant and of the rights granted under this deed by expiration of time, or on dissolution of such grant and termination of such rights for any other reason whatsoever the Emphyteutae shall hand over to the Lands Authority the Emphyteutical Properties together with all buildings, and other improvements which shall exist on the Emphyteutical Properties at such time, in good state of repair, fair wear and tear excepted, according to law. The Emphyteutae shall have no right to compensation whatever may be the cause of termination, the value of such buildings installations, and other improvements, or the remaining period of the Emphyteutical Grant.

23 TRANSFER OF GOVERNMENT RIGHTS

23.1 The Lands Authority shall have the right to sell, assign or transfer in any manner whatsoever the 'directum dominium' of the Emphyteutical Properties or the right to receive the payment of the groundrent (as a separate receivable).

Furthermore the parties agree that notwithstanding the assignment, sale or transfer of the 'directum dominium' or the right to receive payment of the ground-rent, all consents or approvals required from the Lands Authority pursuant to this deed shall continue to be exclusively required from the Lands Authority.

24 SEVERABILITY

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



deemed to be written, construed, and enforced as so limited.

25 WAIVERS

No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Either party's approval or consent to any subsequent act by the other shall not be deemed to render unnecessary the obtaining of any consent or approval of any subsequent act by the other party.

26 ARBITRATION

The parties agree that any dispute, controversy or claim, which may arise out of or in relation to this Emphyteutical Grant, or of any rights granted in virtue of this deed or the breach, termination or invalidity thereof shall be referred to arbitration in terms of part four (IV) (Domestic Arbitration), of the Arbitration Act, Chapter three hundred and eighty seven (Cap. 387) of the Laws of Malta.

27 APPLICABLE LAW

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

28 NOTICES

Any notice required or permitted to be given in terms of this deed, shall be in writing and may be served personally or by registered mail, return receipt requested. Such notices shall be effective upon delivery.

29 COSTS

All Notarial fees and expenses and other related fees payable upon publication of this deed shall be at the charge of the said Emphyteutae. Each party shall be responsible for the payment of the fees of its own advisors.

30 SECURITY

In order to secure payment of the said groundrent and the proper performance of all the obligations hereby undertaken:

The Emphyteutae hereby hypothecate in favour of the Lands Authority, on whose behalf the said Lands Authority accepts, all of their property in general present and future, which general hypothec is being instituted for the value of two million, four hundred and eighty-five thousand, two hundred and sixty-five Euro (€2,485,265). Said value is being accepted solely for



registration purposes, and shall in no way limit the aforementioned obligations and/or penalties in case of infringement of any of the aforementioned conditions by the Emphyteutae or their successors in title.

It is hereon being declared that the terms and conditions listed above in this second part of the present deed are to be read and adhered to in conformity with the terms and conditions listed in the first part of this deed.

It is hereon being declared also that the rights and obligations of the Emphyteutae listed above are to favour and/or burden each Emphyteuta and cause each Emphyteuta to be responsible for its respective divided plot and groundrent, thus causing all the aforementioned terms and conditions to bind each Emphyteuta to the extent of its respective divided plot and groundrent.

The Parties hereby declare that any term and condition listed above which runs counter to the any or more of the terms and conditions listed in the Emphyteutical Deed, is to take precedence and consequently override the said term(s) and condition(s) of the Emphyteutical Deed.

Save what has been stipulated above, the Parties hereby confirm the validity and applicability of all the other terms and conditions of the Emphyteutical Deed published in the records of Notary Anthony Attard of the eleventh (11th) day of February of the year one thousand nine hundred and sixty-four (1964).

Statutory Declarations

I, the undersigned Notary declare to have explained to the parties the importance of the veracity of their declarations in respect of the value of the property in question. It is hereby declared that the value given to the property by virtue of this deed is fair and just after I explained to the contracting parties about the importance of this declaration.

For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (364) of the Laws of Malta, it is hereby declared that the stamp duty due by the Parties to this deed amounts to the following :-

- Company A:
- Company B:
- Company C:
- Company D:

For the purposes of the Income Tax Act, Chapter one hundred and twenty three (123) of the Laws of Malta and for the purposes of the Income Tax Management Act, Chapter three hundred and



seventy two (372) of the Laws of Malta, it is hereby declared that no capital gains tax is due since the Government is exempt from the payment of tax.

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 (hereinafter referred to as "the AIP Act"), no permits are required, as all shareholders and directors of all companies mentioned are European Union citizens who have resided in Malta for a period exceeding five (5) years. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

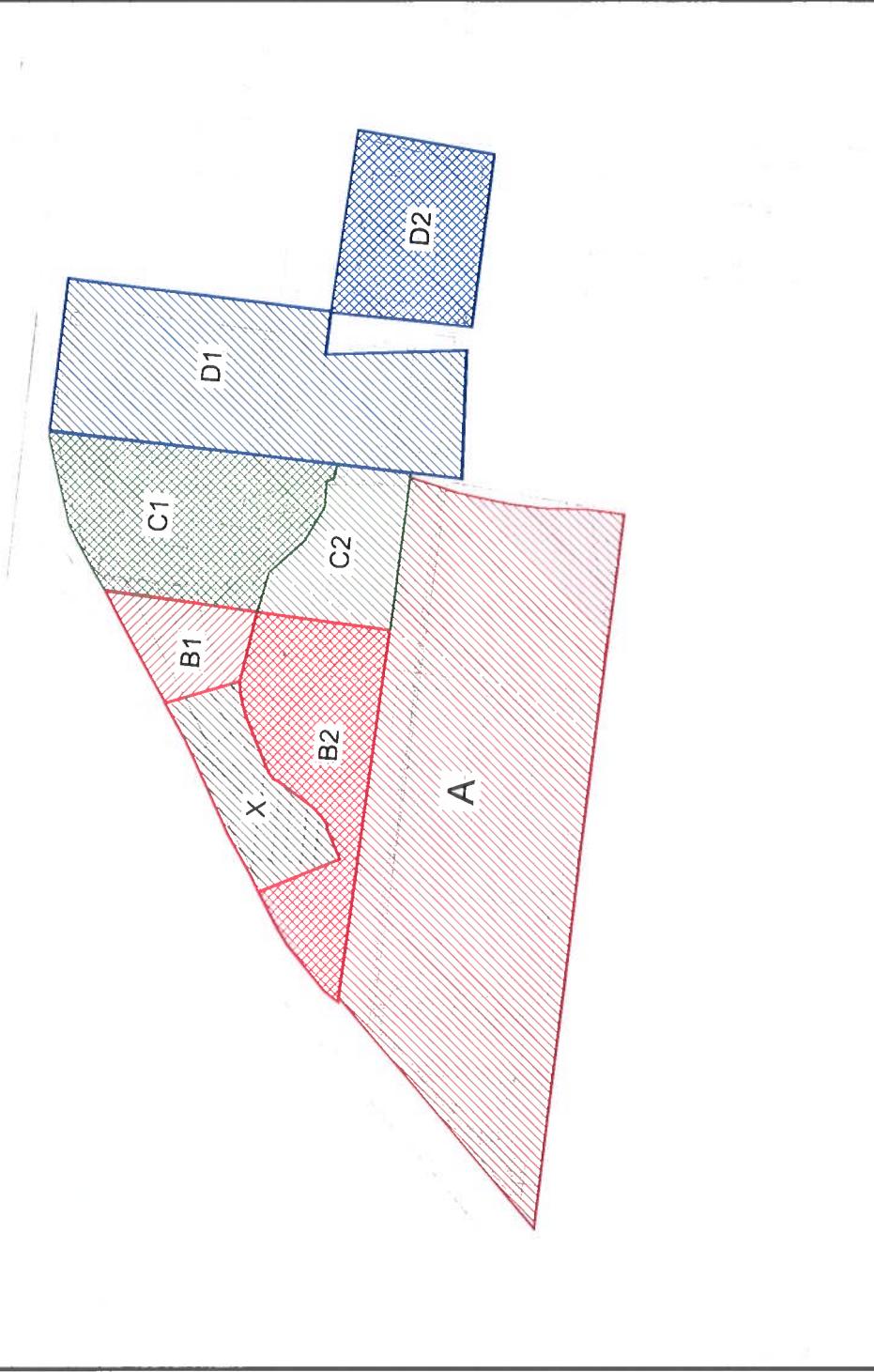
For the purposes of sub article twelve (12) of Article five capital A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

For the purpose of the second proviso to Sub-Article five (5) of Article eighty four letter C (84C) of the Notarial Profession and Notarial Archives Act, it is being declared that paragraph letter 'd' of the regulation number four (4) of the Legal Notice regarding the 'Examination of Title Regulations'. the Notary is exempt '*ipso iure*' from examining the title with regards to the immovable property being acquired by means of this deed and the emphytueta declares that I the undersigned Notary explained to them the importance and consequences of such exemption.

For the purposes of the Government Lands Act (Chapter 573) of the Laws of Malta, this deed and each one and all its Parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of _____.

This deed has been done, read and published after I the undersigned Notary explained the contents hereof to the parties hereto according to law at the Lands Authority, without number in Saint Sebastian Street, Valletta, Malta.

**SITES AT
'L-IMGIERET' AREA
I/o LUQA**



[Handwritten signature]

Site Plan
S.S. 5269

Scale 1:5000
Map Ref: 53725
70051

LEGEND

SITE A



Area A: Residential (Single Family) - 1:1000
Area A: Residential (Single Family) - 1:1000
Area A: Residential (Single Family) - 1:1000



Area B1: Residential (Single Family) - 1:1000
Area B1: Residential (Single Family) - 1:1000
Area B1: Residential (Single Family) - 1:1000



Area B2: Residential (Single Family) - 1:1000
Area B2: Residential (Single Family) - 1:1000
Area B2: Residential (Single Family) - 1:1000



Area X: Residential (Single Family) - 1:1000
Area X: Residential (Single Family) - 1:1000
Area X: Residential (Single Family) - 1:1000



Area C1: Residential (Single Family) - 1:1000
Area C1: Residential (Single Family) - 1:1000
Area C1: Residential (Single Family) - 1:1000



Area C2: Residential (Single Family) - 1:1000
Area C2: Residential (Single Family) - 1:1000
Area C2: Residential (Single Family) - 1:1000



Area D1: Residential (Single Family) - 1:1000
Area D1: Residential (Single Family) - 1:1000
Area D1: Residential (Single Family) - 1:1000



Area D2: Residential (Single Family) - 1:1000
Area D2: Residential (Single Family) - 1:1000
Area D2: Residential (Single Family) - 1:1000



LANDS Authority
Estate Management & Business Development

Localty: LUQA

P.D.No: 2019_0132_4 Scale: 1:1250

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Auberge de Baiver
of Sebastien 'n' Valletta
Wepol, 296, 749, 2828, 49 4,
land-authority.org.mt