



## IT-TNAX-IL LEGIŻLATURA

P.L. 3145

Dokument imqiegħed fuq il-Mejda tal-Kamra tad-Deputati fis-Seduta Numru 182 tal-21 ta' Lulju 2014 mill-Ministru għall-Ġustizzja, Kultura u Gvern Lokali.

---

Raymond Scicluna  
Skrivan tal-Kamra

## GUARDIANSHIP DEEDS

**\*9111. L-ONOR. JASON AZZOPARDI** staqsa lill-Ministru għall-Ġustizzja, Kultura u Gvern Lokali: Jista' l-Ministru jqiegħed fuq il-Mejda tal-Kamra l-*guardianship deeds* li ġew iffirmati minn wara Marzu 2013 sal-lum?

15/04/2014

**ONOR. OWEN BONNICI:** Ninforma lill-Onor. Interpellant li skont infomazzjoni mghoddija lili mis-Sovrintendent Patrimonju Kulturali, l-Atti ta' Kurazija li ġew iffirmati minn Marzu 2013 sal-lum jammontaw għal għaxra.

L-Atti in kwistjoni huma:

· Att ta' Kurazija gdid fuq it-Torri ta' Wied iż-Żurrieq.

· Tigdid ta' disa' Atti ta' Kurazija :

Torri ta' Qalet Marku, Naxxar

Torri ta' Għallis, Naxxar

Torri L-Aħmar, Mellieħa

Torri ta' Wignacourt, San Pawl il-Baħar

Torri ta' Mamo, Marsascalea

Torri ta' Santa Maria, Kemmuna

Torri ta' Dwejra, San Lawrenz

Batterija ta' Santa Maria, Kemmuna

Iċ-Ċimiterju tal-Msida Bastion, Florjana.

Intant, qed inpoġġi kopja tal-Atti tal-Kurazija msemmija fuq il-Mejda tal-Kamra.

Seduta Numru 182

21/07/2014

Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013).

No.: 43

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

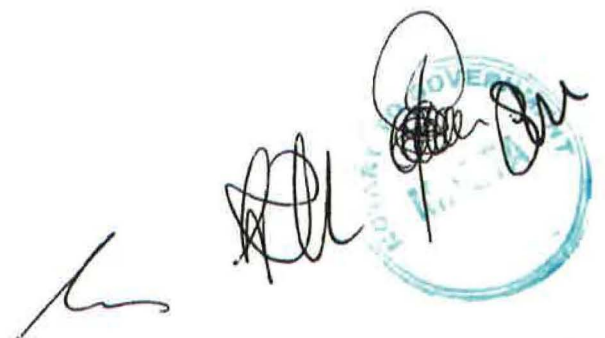
Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.

The block contains handwritten signatures and a blue circular notary seal. On the left, there is a simple signature. In the center, there is a more complex signature. On the right, there is a blue circular seal with a signature written over it. The seal contains the text 'NOTARY TO GOVERNMENT' and 'PAUL CALLUS'.

The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "it-Torri l-Ahmar" known as "Fort Saint Agata", situated in the limits of Mellieħa, near Mellieħa Bay, measuring approximately three thousand one hundred and sixty square metres, bounded on the North and East by Government property and on the South by a public unnamed road, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

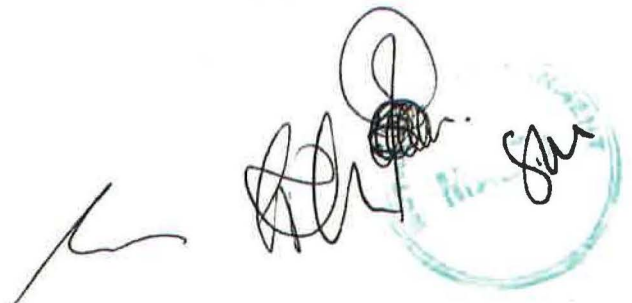
Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.



The bottom right of the page contains several handwritten signatures and a circular stamp. There are three distinct signatures in black ink. To the right of these signatures is a circular stamp with a green border and some illegible text inside.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:


(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

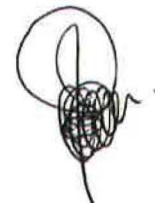
(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government





Today the fourteenth (14<sup>th</sup>) day of October No.: 42  
of the year two thousand and thirteen (2013)

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian"), duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes which is hereto annexed marked with the letter "C";

each of which a Party and together the Parties.



*[Handwritten signatures]*

The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Dwejra Tower" in San Lawrenz, Gozo, measuring approximately one hundred and forty-four square metres, bounded on the North, South and East by Government property, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

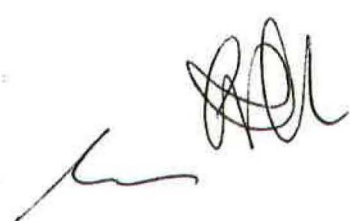
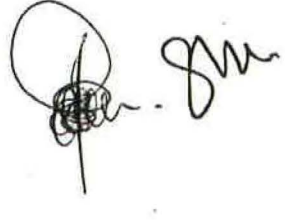
Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents which are being hereto attached marked with the letter "A" and "B".

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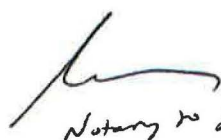
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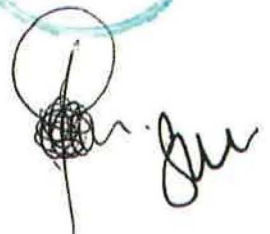
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Notary to Government







"A"

MINISTERU GĦAT-TURIZMU



MINISTRY FOR TOURISM

*Segretarju Parlamentari għall-Kultura u l-Gvern Lokali*

*Parliamentary Secretary for Culture and Local Government*

**Ms Simone Mizzi**

**Executive President  
Din l-Art Ħelwa  
133, Melita Street  
Valletta VLT 1123.**

**8th May 2013.**

**Dear Ms Mizzi,**


**Subject: Letter of Comfort concerning the renewal of Guardianship Deeds  
between Government and Din l-Art Ħelwa.**

I refer to your request to renew Guardianship Deeds for the management, conservation and presentation of nine (9) Government-owned historical properties. The Guardianship Deeds signed in February 2003 for a period of ten years came to an end in February of this year.

However, I am pleased to inform you, by means of this letter of comfort, that Government intends to renew the deeds with Din l-Art Ħelwa for the following historical properties:

- Santa Marija Battery, Comino;
- Santa Marija Tower, Comino;
- Ghallis Tower, Naxxar;
- Santa Agatha Tower (aka Red Tower), Mellieha;
- Mamo Tower, Marsaskala;
- Wignacourt Tower, St Paul's Bay;
- Msida Bastion Cemetery, Floriana;
- Qalet Marku Tower, Naxxar;
- Dwejra Tower, san Lawrenz.

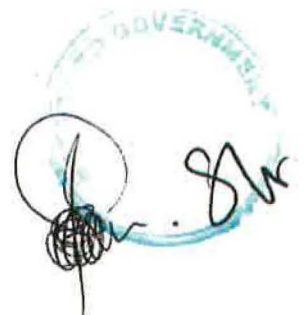
I have asked the Superintendent of Cultural Heritage to guide Din l-Art Ħelwa on the formal renewal of Guardianship Deeds for the indicated properties.

  
Dr José A. Herrera LL.D. M.P.  
Parliamentary Secretary for Culture and Local Government

Cc: Dr Anthony Pace, Superintendent of Cultural Heritage

115 Old Theatre Street, Valletta VLT1428, Malta.  
Tel: +356 2559 5580

  
Notary to Government



"B"

**Cutajar Nathaniel at Heritage Superintendence**

**From:** Schembri Iman at GPD  
**Sent:** 24 September 2013 08:45  
**To:** Pace Anthony at Heritage Superintendence  
**Cc:** Cutajar Nathaniel at Heritage Superintendence; Cristina Alessandro at Heritage Superintendence; Cuschieri Claudia at OPM; Bugeja Joseph at GPD  
**Subject:** RE: Din I-Art Helwa Guardianship Deed Renewal request

Dear Superintendent,

This department would find no objection to the renewal of the proposed Guardianship Deeds with Din I-Art Helwa.

Kindly note that it would be ideal for the Parliamentary Secretary to formally hand these extensions to the NGOs during a Press Event, perhaps in a joint event with PS Herrera.

iman

**Iman Schembri**  
**Director General**  
**Government Property Department**

**Auberge de Baviere**  
**St. Sebastian Street,**  
**Valletta, VLT 2000**

✉ email: [iman.schembri@gov.mt](mailto:iman.schembri@gov.mt)  
✉ website: [www.gpd.gov.mt](http://www.gpd.gov.mt)  
☎ Office: +356 22953302      ☎ fax: +356 21234925

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**From:** Pace Anthony at Heritage Superintendence [mailto:[anthony.pace@gov.mt](mailto:anthony.pace@gov.mt)]  
**Sent:** 19 September 2013 08:33  
**To:** Schembri Iman at GPD  
**Cc:** Cutajar Nathaniel at Heritage Superintendence; Cristina Alessandro at Heritage Superintendence  
**Subject:** FW: Din I-Art Helwa Guardianship Deed Renewal request

Dear Iman,

Further to our recent discussion on the renewal of Guardianship Deeds with Din I-Art Helwa, would it be possible to have your department's comments on the proposed renewals please?

T

Dr Anthony PACE MPhil (Cantab.), PhD (Cantab.),  
Superintendent of Cultural Heritage

THE SUPERINTENDENCE OF CULTURAL HERITAGE

24/09/2013



Three handwritten signatures in black ink are visible at the bottom of the page.

173, St Christopher Street,  
Valletta, VLT 2000.  
MALTA

Tel.: + 00356 23950000; 21230711; 21230739; 21230742.  
Fax.: + 00356 23950555

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**From:** Pace Anthony at Heritage Superintendence  
**Sent:** 18 June 2013 09:51  
**To:** Schembri Iman at GPD  
**Cc:** Cutajar Nathaniel at Heritage Superintendence; Cristina Alessandro at Heritage Superintendence  
**Subject:** Din l-Art Helwa Guardianship Deed Renewal request

Mr Iman Schembri – Director General (Government Property Department).

Director General  
Government Property Department

Further to our discussion on the renewal of Guardianship Deeds with Din l-Art Helwa I am attaching status documentation on the properties in question:

St Agatha's Tower, Mellieha  
Torri Mamo, Marsascala  
Ghallis Tower  
Wignacourt Tower, St Paul's Bay  
Qaliet Marku Tower  
St Mary's Tower, Comino  
St Mary's Battery, Comino  
Dwejra Tower, Gozo  
Msida Bastion Garden of Rest.


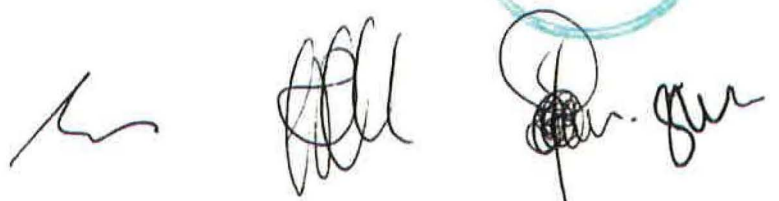
The original ten-year Guardianship Deeds have now expired, having been signed in 2003 following the provisions stipulated in the Cultural Heritage Act (CAP 445). The Act requires the consent of the Minister responsible for government property, and the consent of the Minister responsible for cultural heritage as a prerequisite for Guardianship Deeds.

As a valued partner, Din l-Art Helwa have respected existing Guardianship Deeds as our reporting documents can show. The NGO has invested not only in the maintenance and restoration of the properties, but also mobilised volunteers to ensure accessibility of the monuments to the general public. This investment has been a significant saving for Government, but it has enabled stake holder participation in cultural heritage management.

The Hon. Dr José Herrera, Parliamentary Secretary for Culture and Local Councils has given his consent to the requested renewal, and has issued a letter of comfort to Din l-Art Helwa to that effect.

On our part, the Superintendence would like to proceed with the renewal of the deeds with minor conditions.

24/09/2013



It will be appreciated if you were to consider this request and comment accordingly.

Dr Anthony PACE MPhil (Cantab.), PhD (Cantab.),  
Superintendent of Cultural Heritage

THE SUPERINTENDENCE OF CULTURAL HERITAGE  
173, St Christopher Street,  
Valletta, VLT 2000.  
MALTA

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*S*

24/09/2013

*Secretary of Government*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

"C"



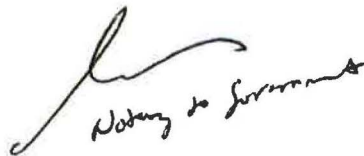
## Din l-Art Helwa

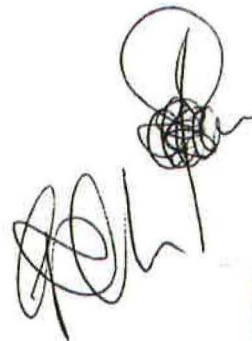
Раткон: His Excellency, The President of Malta

Extract from Minutes of the 12<sup>th</sup> Executive Committee Meeting held at Din l-art Helwa premises on Wednesday, 9<sup>th</sup> October 2013 at 17.00 hours.

The Executive Committee authorised the Executive President, Simone Mizzi, and the Secretary General, George Camilleri to enter into Guardianship Deeds with Govt for the Wied iz-Zurrieq Tower and for the renewal of the following 9 elapsed deeds.

Santa Maria Tower  
Santa Maria Battery  
Ghallis Tower  
Torri l-Ahmar  
Torri Mamo  
Torri ta' Wignacourt  
Msida Bastion Cemetery  
Qalet Marku Tower  
Dwejra Tower

  
Secretary to Government





Members of Europa Nostra and the European Network of National Heritage Organisations

133, Melita Street, Valletta VLT 1123, Malta

Tel: 21 225 952 • Tel/Fax: 21 220 358 • Email: [info@dinlarthelwa.org](mailto:info@dinlarthelwa.org) • Web: [www.dinlarthelwa.org](http://www.dinlarthelwa.org)

1

Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013).

No.: 44

RENEWAL OF  
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DEED

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And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

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Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Torri Mamo" in Triq id-Dahla ta' San Tumas, Marsascala, measuring approximately seven hundred and thirty-eight square metres, bounded on the North West by the said Triq id-Dahla ta' San Tumas, and on the North East and South West by private property, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

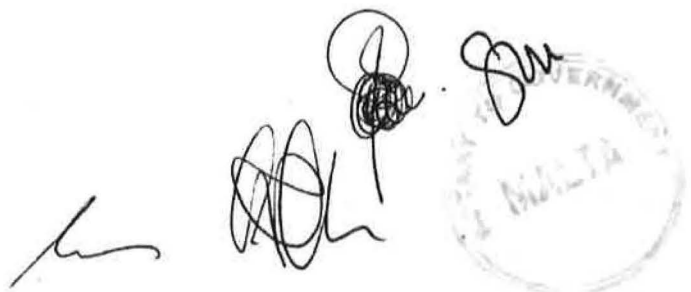
Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.



The bottom of the document features three handwritten signatures in black ink. To the right of these signatures is a circular stamp. The stamp contains the text "GOVERNMENT PROPERTY DIVISION" around the top inner edge and "MARSASCALA" at the bottom. The center of the stamp is partially obscured by a signature.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:

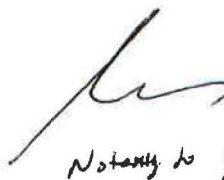
(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government


Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013)

No.: 45

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

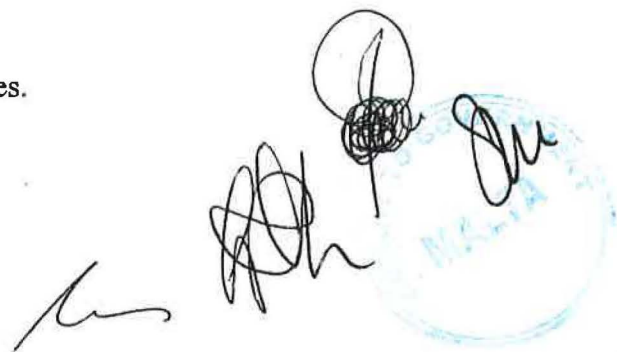
Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.

The block contains several handwritten signatures in black ink. To the right, there is a circular blue notary stamp. The stamp contains the text 'MALTA' at the top and 'NOTARY TO GOVERNMENT' at the bottom, with a central emblem. A blue checkmark is visible on the right side of the page.

The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Torri ta' Wignacourt" in Triq San Gilardu, Saint Paul's Bay, measuring approximately one hundred and forty-four square metres, bounded on the South by the said Triq San Gilardu, and on the North and East by public open spaces, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

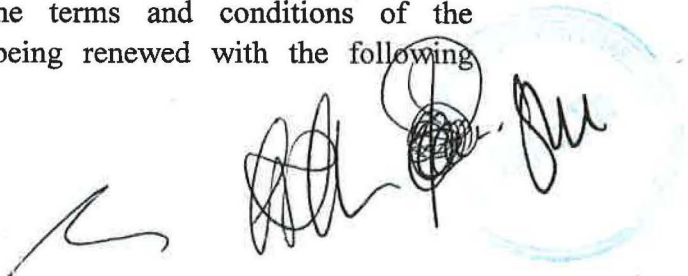
Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:



Handwritten signatures and a blue circular stamp.

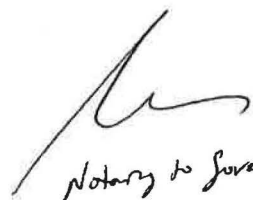
(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

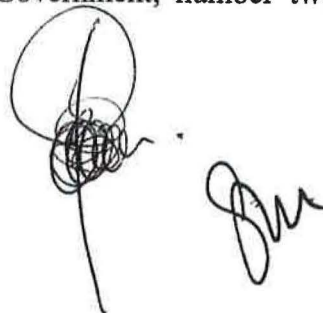
(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government





Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013)

No.: 46

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

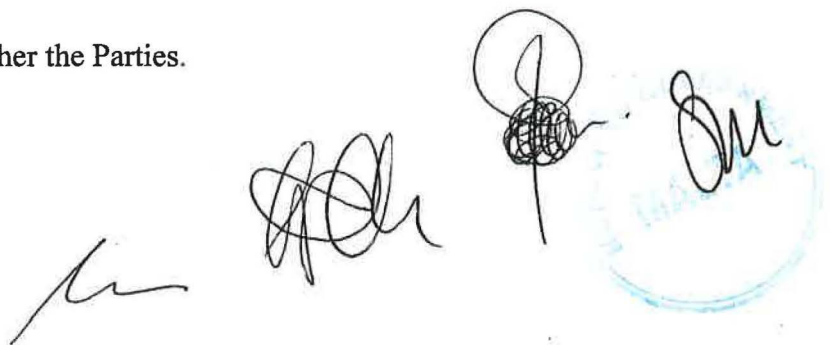
Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.



The block contains four handwritten signatures in black ink. From left to right: a simple signature, a signature with a large loop, a signature with a large circle, and a signature with a large 'S' shape. To the right of the signatures is a blue circular stamp, partially obscured, with some illegible text inside.

The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Msida Bastion Cemetery" in Floriana, measuring approximately four thousand eight hundred and eighty square metres, bounded on the North and South West by Government property and on the South East by a public unnamed road, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

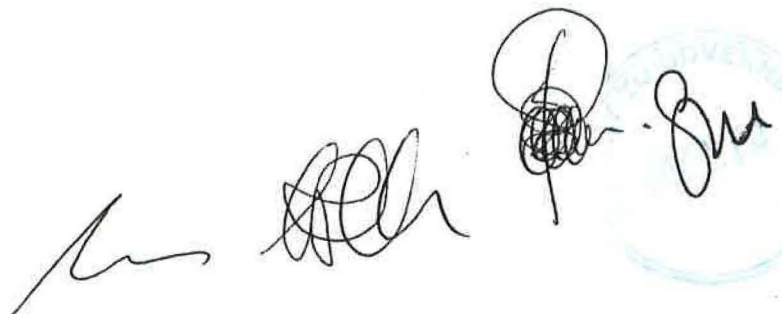
Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.



Handwritten signatures and a circular stamp. The stamp is partially visible and appears to be a notary seal.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:


(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

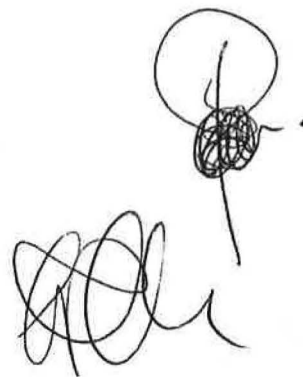

(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government

Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013)

No.: 47

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

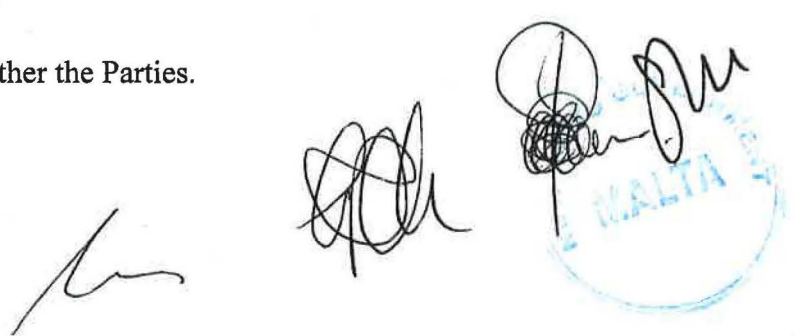
Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.



The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Ghallis Tower" in Baħar iċ-Ċagħaq, limits of Naxxar, measuring approximately eighty-four square metres, bounded on the North, South and West by Government Property, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

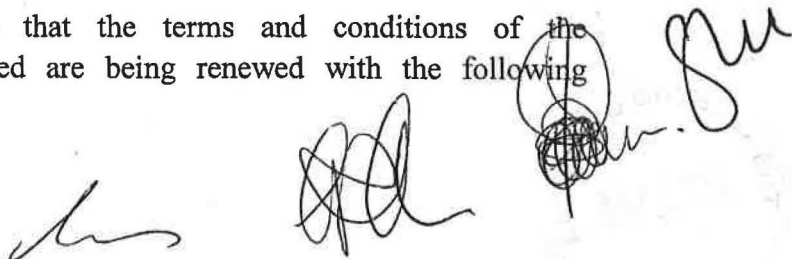
Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:



(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";


(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government

Today the fourteenth (14<sup>th</sup>) day of October No.: 48  
of the year two thousand and thirteen (2013).

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

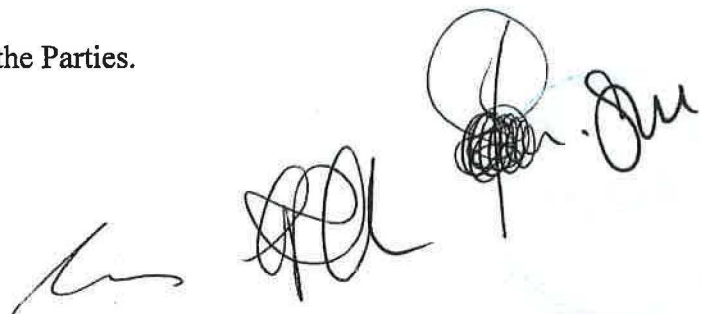
Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.

The block contains three handwritten signatures in black ink. From left to right: a simple signature, a signature with a circular flourish, and a signature with a large circular flourish and a trailing line.

The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Qalet Marku Tower" in Baħar iċ-Ċagħaq, limits of Naxxar, measuring approximately eighty-one square metres, bounded on the South West, North East and South East by Government Property, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

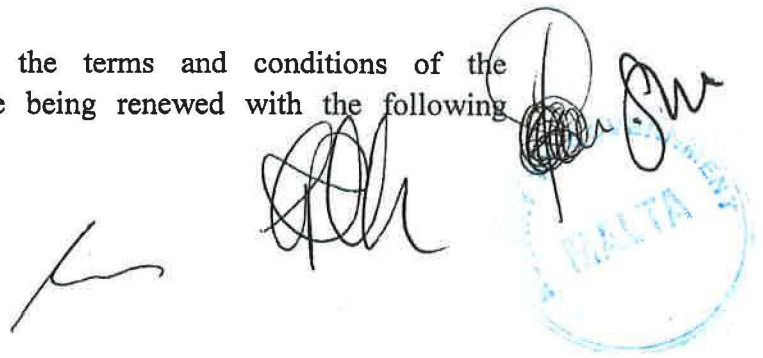
Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:



The bottom right of the document features several handwritten signatures in black ink. To the right of these signatures is a blue circular stamp. The stamp contains the text "GOVERNMENT OF MALTA" around the perimeter and "MALTA" in the center. There is also a large, stylized handwritten mark resembling a checkmark or the letter 'K' to the left of the signatures.

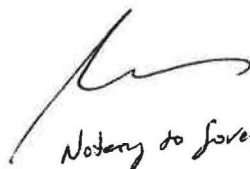
(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

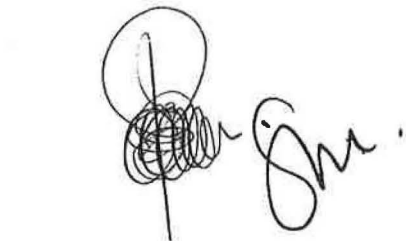
(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

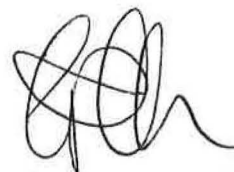
(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government







Today the fourteenth (14<sup>th</sup>) day of October No.: 49  
of the year two thousand and thirteen (2013)

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

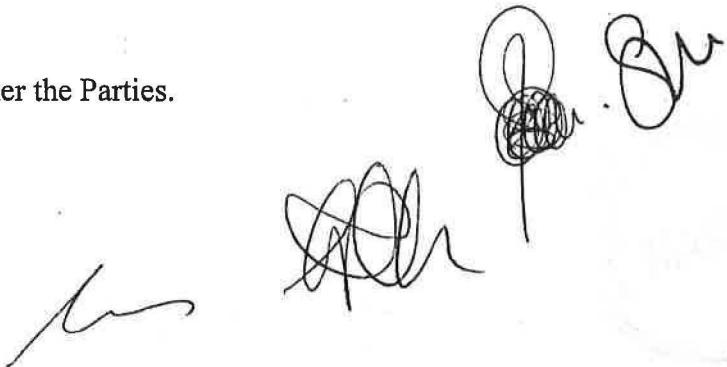
Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.



The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Santa Marija Tower" situated in the Island of Comino, limits of Ghajnsielem, Gozo, measuring approximately eight hundred and fifteen square metres, bounded on the North, South and East by Government property, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

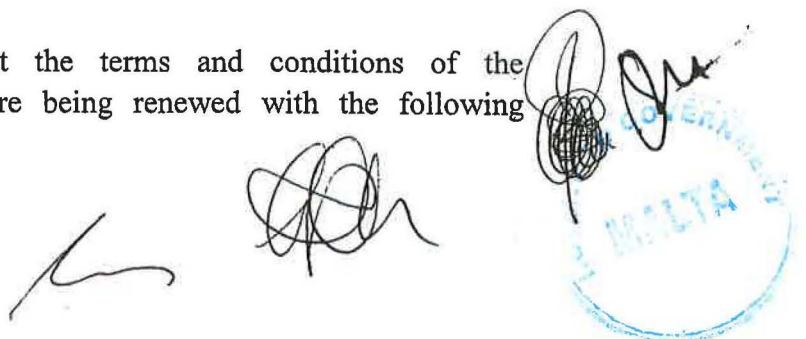
Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:



The bottom of the document features three handwritten signatures in black ink. To the right of these signatures is a blue circular stamp. The stamp contains the text "GOVERNMENT OF MALTA" around the perimeter. The signatures and stamp are positioned over the end of the text.


(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

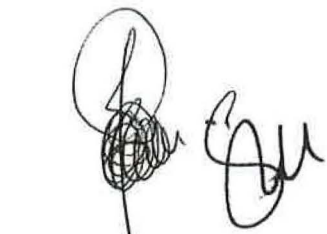

(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government



Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013)

No.: 50

RENEWAL OF  
GUARDIANSHIP  
DEED

Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta (hereinafter referred to as the "Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government number six stroke two thousand and three (Not. 6/2003).

And of the second part:

**Simone Mizzi** wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee' Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and Adelina nee' Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as the "Guardian") duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen (2013) as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.

The Parties premise and declare:

Whereas by virtue of a guardianship deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003), the Superintendent, as authorized in virtue of Article forty-eight (48) of the Cultural Heritage Act, entered into a guardianship contract whereby the Superintendent entrusted to the Guardian the guardianship of the historical property known as "Santa Maria Battery" situated in the Island of Comino, limits of Ghajnsielem, Gozo, measuring approximately five hundred and seventy-four square metres, bounded on the North, East and West by Government property, which property is shown edged in red on the plan marked with the letter "A" attached to the aforementioned deed and is hereinafter referred to as "the Property", under all the conditions mentioned in the said deed.

Whereas the abovementioned guardianship deed was entered into for a period of ten (10) years, with effect from the date of the said deed, and now the deed is considered to have expired.

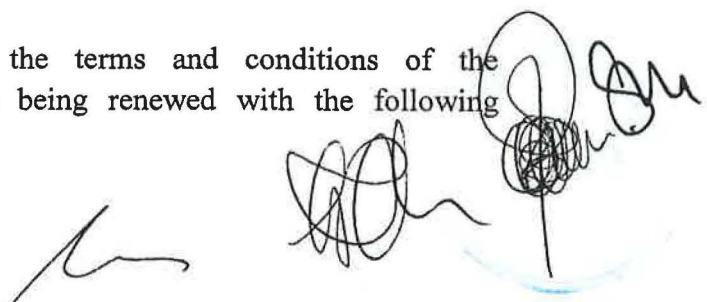
Whereas the Superintendent is desirous of entering into another agreement, confirming the renewal of the guardianship deed for a further duration of ten (10) years, with effect from the expiry date referred to in the previous deed.

Whereas the Guardian accepts the said renewal of the guardianship deed for a new term of ten (10) years as proposed by the Superintendent.

Whereas approval for the renewal has been obtained from the Parliamentary Secretary responsible for Culture as well as the Parliamentary Secretary responsible for Lands and endorsed by the Director General of the Government Property Division, as evinced from two documents marked with the letter "A" and "B" annexed to a deed in my records published today.

Now, therefore, in virtue of this deed, the Superintendent on the one part and the Guardian on the other part hereby agree to renew the guardianship deed entered into by virtue of a deed in the records of Notary Doctor Franco Pellegrini dated twenty-first (21<sup>st</sup>) of February of the year two thousand and three (2003) for a further period of ten (10) years, with effect from the expiry date referred to in the said deed, that is, from the twenty-first (21<sup>st</sup>) of February of the year two thousand and thirteen (2013), at the end of which period the deed will be considered to have terminated and renewal for further terms will have to be reconsidered.

The parties also hereby agree that the terms and conditions of the abovementioned guardianship deed are being renewed with the following amendments:

The bottom of the page features several handwritten signatures and scribbles in black ink. On the left, there is a simple, stylized signature. To its right, there are two more complex signatures, one of which appears to be a circular scribble. A blue horizontal line is drawn across the bottom right corner of the page, partially overlapping the signatures.


(i) Clause number four (4) of the said deed is being reworded as follows: "The Guardian, advised and guided as necessary by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within six (6) months of the signing of this deed, an updated report on the *tale quale* state of the property.";

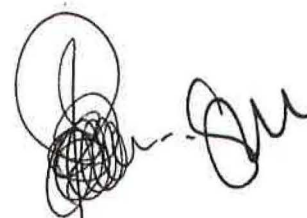
(ii) Clause number five (5) is being reworded as follows: "The Guardian, advised and guided by the Superintendent, hereby agrees to submit for the consideration of the Superintendent as the case may require, within twelve (12) months of the signing of this deed an updated management and conservation plan for the Property, failing which the deed will be considered to have been terminated.";

(iii) Clause number twenty-five (25) is being reworded as follows: "At the end of each financial year the Guardian shall submit to the Superintendent, not later than four (4) months from the end of the financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Property covered by the guardianship deed, indicating the revenue obtained and the expenditure incurred in respect of the Property during the year."

It is being declared for all intents and purposes that the parties hereby confirm all the other clauses in the aforementioned guardianship deed. The parties also hereby agree that no amendment of this deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Valletta Malta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

  
Notary to Government


Today the fourteenth (14<sup>th</sup>) day of October  
of the year two thousand and thirteen (2013).

NO.: 51

GUARDIANSHIP  
DEED

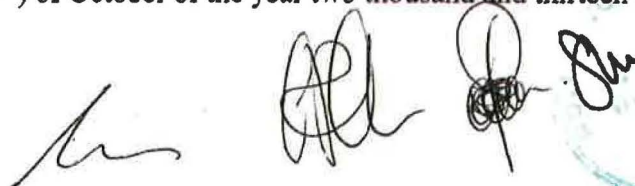
Before me Doctor Paul Callus, Notary to Government, personally came and appeared as identified by the hereundermentioned documents:

Of the one part:

**Anthony Pace**, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on the twenty-fifth of January of the year one thousand nine hundred and sixty-two, and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of the Government of Malta, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta (hereinafter the "Cultural Heritage Act"). Related papers are marked Notary to Government two stroke two thousand and thirteen (Not. 2/2013).

Of the second part:

**Simone Mizzi**, wife of Kenneth Mizzi, daughter of Judge Maurice Caruana Curran and of the late Catherine nee Gatt, born in Valletta on the twenty-seventh of November of the year one thousand nine hundred and forty-eight, and residing at Rabat, Malta, holder of Identity Card Number 1024448(M), together with **George Camilleri**, son of George Camilleri and of Adelina nee Borg, born in Sliema on the twenty-fifth of September of the year one thousand nine hundred and forty-seven, and residing in Naxxar, holder of Identity Card Number 838347(M), who are jointly appearing hereon in their capacity as Executive President and Secretary General respectively for and on behalf of "Din l-Art Helwa" (hereinafter referred to as "the Guardian"), duly authorised in virtue of the Statute of the said organisation as well as by a minute of the twelfth (12<sup>th</sup>) Executive Committee Meeting of "Din l-Art Helwa" held on the ninth (9<sup>th</sup>) of October of the year two thousand and thirteen



(2013), as results from a copy of the extract of the relative minutes marked with the letter "C" annexed to a deed in my records published today;

each of which a Party and together the Parties.

The Parties premise and declare:

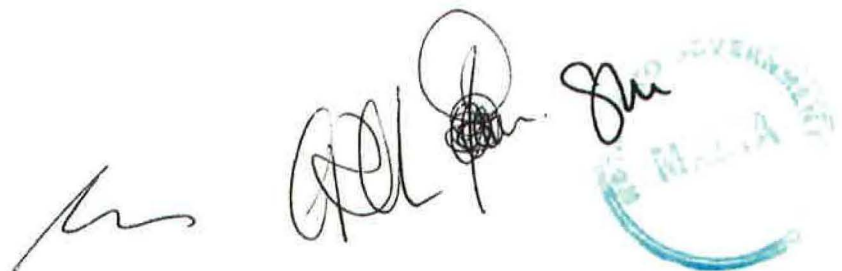
A. Whereas the Guardian, a long standing voluntary organisation experienced in the protection and promotion of cultural heritage has volunteered to carry out, at its own cost and expense, the necessary restoration works to the Wied iż-Żurrieq Tower in terms of the Guardian Management Plan attached hereto and marked **Appendix One (1)**;

B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary restoration works to the Wied iż-Żurrieq Tower;

C. Whereas the Guardian also wishes to manage the Wied iż-Żurrieq Tower on behalf of the Government as part of Malta's historic and artistic heritage;

D. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;

E. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter into a Guardianship Contract by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked **Appendix A**, and with the concurrence of the Minister responsible for Lands a copy of which is hereto annexed, marked **Appendix B**, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the **Appendix C**.



The bottom of the page features three handwritten signatures in black ink. To the right of the signatures is a blue circular stamp with the text "GOVERNMENT OF MALTA" around the perimeter and "1000" in the center.

F. Whereas the Superintendent is willing to appoint the Guardian to carry out the Restoration Works (as defined below) and to manage the Wied iz-Žurrieq Tower, subject to the terms and conditions stipulated hereunder;

G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the Guardian Management Plan, hereto annexed marked **Appendix One (1)**.

H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property comprising the Wied iz-Žurrieq Tower. The property is outlined in Red on the attached plan "*PD No: 2013\_37 File 569/82*", marked **Appendix Three (3)**.

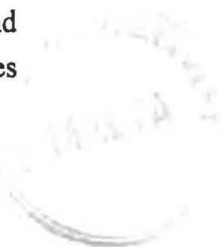
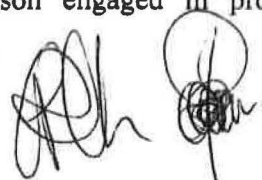
### 1. Definition of Terms

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

Deed shall mean this Deed, including all appendices and documents attached hereto;

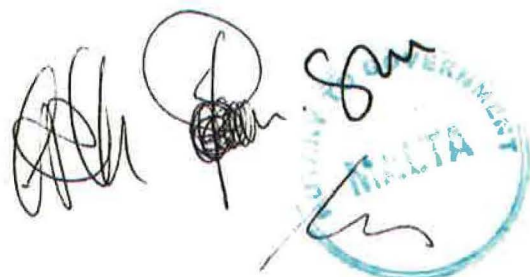
Equipment shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;

Good Industry Practice shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services



which are the same or similar to the Services;

Management Services	shall mean the management services to be carried out by the Guardian as described in clause 16;
Project Manager	shall mean the person appointed by the Guardian pursuant to clause 3 of this Deed;
Restoration Works	shall mean the restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 2;
Services	shall mean the Restoration Works and the Management Services collectively;
Superintendent	shall mean the Superintendent of Cultural Heritage.
Tower	shall mean the Wied iż-Żurrieq Tower outlined in Red on the attached plan " <i>PD No: 2013_37 File 569/82</i> " marked Appendix 3;



The image shows three handwritten signatures in black ink. To the right of the signatures is a circular official stamp in blue ink. The stamp contains the text "GOVERNMENT" at the top and "MALTA" at the bottom, with a signature written across the center.