

Today the twenty fifth (25th) day of August
Of the year two thousand and fourteen (2014).

Before me Doctor of Laws Keith Francis German, Notary Public Government Property Division , duly admitted and sworn, have personally appeared and identified themselves according to law, by means of the hereunder mentioned official documents:

Of the first part:

Doctor of Laws Joseph Bugeja, Commissioner of Land, son of the late George and Philippa nee` Carabott, born in Attard on 23/4/1969 and residing in Tarxien, bearer of identity card number 181569M who is appearing on this deed on behalf and in representation of the Government of Malta and Government Property Department as duly authorised by means of Legal Notice number four hundred sixty three (463) published in the Maltese Government Gazette dated sixth (6th) day of December of the year two thousand and thirteen (2013) and Government Notice number one hundred and one (101) published in the Maltese Government Gazette dated twenty eighth (28th) day of January of the year two thousand and fourteen (2014) and according to the Public Administration Act, Chapter four hundred ninety seven (497) of the Laws of Malta, hereinafter referred to as '**The Government of Malta**'.

Of the second part:

Fredrick Azzopardi, Chief Executive Officer, son of Emmanuel Azzopardi and Carmena nee` Agius, born in Attard on the thirty first (31st) day of December of the year one thousand nine hundred seventy five (1975), and residing in Rabat Malta, holder of identity card number 152076M, who appears on this deed in the name and on behalf of **Enemalta Corporation**, a public corporation established by virtue of the Enemalta Act, Chapter two hundred and seventy two (272) of the Laws of Malta, having its principal business address at Central Administration Building, Church Wharf, Marsa MRS 1000, Malta, in his capacity as Chief Executive Officer duly vested with legal representation of the Corporation in terms of the above mentioned Enemalta Act, Chapter 272 and as duly authorised by virtue of a resolution of the board of directors of the Corporation a copy of which is annexed to this deed and marked document letter "**A**" hereinafter referred to as '**Enemalta Corporation**' or '**the emphyteuta**'.

Deed
Number

10

Temporary
Emphytuesis
And
Termination
of Lease
Agreement

Vol. I.

Of the third part:

James Piscopo, Chairman Transport Malta, son of Mario and Giovanna nee` Gambin, born on the eleventh (11th) day of May of the year one thousand nine hundred seventy eight (1978) in Pieta` and residing in Marsascala, holder of identity card number 225578M, together with Christopher Cachia, Architect and Deputy Chairman, son of Joseph and Mary nee` Bonello, born in Attard on the fourth (4th) day of April of the year one thousand nine hundred sixty seven (1967) and residing in Zejtun, holder of identity card number 156867M who appear on this deed in the name and on behalf of the **Authority for Transport in Malta**, a body corporate established by virtue of the Authority for Transport in Malta Act, Chapter four hundred and ninety nine (499) of the Laws of Malta, having its principal business address at Transport Malta Centre, Marsa, MRS 1917, as duly authorised by virtue of a resolution of the Board of Directors of the Authority for Transport in Malta annexed to this deed as a document marked with the letter **"B"**.

Definitions

In this deed, unless otherwise expressly stated or the contrary intention appears and in addition to any other definitions contained elsewhere in this deed, the following terms shall have the following meanings respectively assigned to them:

'Title Deed' means the public deed in the records of Notary Pierre Attard of the thirty first (31st) day of December of the year two thousand and twelve (2012), deed number one hundred and fifty (150).

"Dominus" means the Government of Malta.

"Emphyteuta" means the Corporation.

"Corporation" means Enemalta Corporation.

"Enemalta Act" means the Enemalta Act, Chapter two hundred and seventy two (272) of the Laws of Malta, or any other enactment substituting or amending the Enemalta Act.

"Government" means "Government of Malta".

"Immovable Things" means all buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements, now existing, or which in the future may exist (as the context requires), within the boundaries of

the Marsa Power Station whether installed, constructed or erected on, in or under the Marsa Power Station or which otherwise appertain to the Marsa Power Station, but to the extent only that they are considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta and whether such buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements are mentioned or otherwise in the description of the Marsa Power Station in these Definitions.

"Land Registry" means the office in Malta constituted by virtue of the Land Registration Act, Chapter two hundred and ninety six (296) of the Laws of Malta, for the purposes of registration of title to land.

"Lease" means the lease made by Vault Finance to the Corporation by virtue of the Lease Agreement.

"Lease Agreement" means the lease agreement incorporated in the Seventh Part of title deed by virtue of which Vault Finance leased to the Corporation all the various immovable properties including, inter alia, the Marsa Power Station together with the Movable Items in consideration of the Rent and for the Term and under the other terms and conditions stated therein.

"Malta" means the Island of Malta, the Island of Gozo and the other islands of the Maltese Archipelago, including the territorial waters thereof.

"Marsa Power Station" means the complex without official number known as the Marsa Power Station, situated in the locality known as Xatt il-Qwabar at Marsa, which complex, as one complete entity, consists of:

(a) The site at Marsa accessible from a main gate without number in the public road named Il-Moll Tal-Knisja and also from a secondary gate without number in the public road named Il-Moll Tal-Pont; this site has other utility entrances without number in the above mentioned public road named Il-Moll Tal-Pont and in the unnamed road which links the public road named Il-Moll Tal-Knisja with Triq Belt Il-Ħażna and several other gates without number in the security fence which separates the site from the quay named Il-Moll Tal-Knisja, which quay is situated on the Southern side of the site; this site is shown dotted in red within a red outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings, structures, chimneys and other improvements

considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of the site; this site (inclusive of the aforesaid buildings, structures, chimneys and other improvements and excluding the sites which are within the boundaries of, or contiguous with, this site but are described separately in the immediately following sub-paragraphs marked (b), (c), (d), (e) (f) (g) (h), (i), (j) and (k) and the buildings, structures, chimneys and other improvements therein) has a superficial area of approximately sixty three thousand and thirty four square metres (63,034sq.m.) and is bounded on the South West by the public road named Il-Moll Tal-Knisja, on the West in part by an unnamed road which links the public road named Il-Moll Tal-Knisja with Triq Belt Il-Ħażna and in part by Triq Belt Il-Ħażna and in part by property of unknown third parties, on the North by Triq Belt Il-Ħażna, on the North East by the public road named Il-Moll Tal-Pont, on the South East by property of the Government of Malta or of its successors in title and on the South by the quay named Il-Moll Tal-Knisja property of the Government of Malta.

(b) The site at Marsa, bounded on the West and East by the sites described in sub-paragraph (c) below and surrounded on all other sides by the site described in sub-paragraph (a) above; this site does not have a frontage on any public road and is accessible through the site described in sub-paragraph (a) above; this site is shown shaded in yellow within a red outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes all the buildings and other improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this site; this site (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately sixty seven square metres (67sq.m.); this site was formerly occupied by the premises officially numbered fifty seven (57) in the public road named Il-Moll Tal-Knisja, Marsa.

(c) The site at Marsa consisting of two separate areas separated by the site described in sub-paragraph (b) above, namely: (i) the area shown marked with green transversal lines within a red outline and marked with the letter "a" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings and other improvements therein considered immovable things

in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this area; this area (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately one hundred and seventy square metres (170sq.m.) and is bounded on the East by the aforesaid site described in sub-paragraph (b) above and on all other sides by the site described in sub-paragraph (a) above; this area does not have a frontage on any public road and is accessible through the aforesaid site described in sub-paragraph (a) above; and (ii) the area shown marked with green transversal lines within a red outline and marked with the letter "b" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings and other improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this area; this area (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately two hundred square metres (200sq.m.) and is bounded on the West by the aforesaid site described in sub-paragraph (b) above and on all other sides by the site described in sub-paragraph (a) above; this area does not have a frontage on any public road and is accessible through the aforesaid site described in sub-paragraph (a) above; this site (namely the two areas described in this sub-paragraph) was formerly occupied by the premises officially numbered fifty four (54), fifty five (55), fifty six (56), fifty eight (58), fifty nine (59), sixty (60) and sixty one (61) in the public road named Il-Moll Tal-Knisja (formerly Church Wharf).

(d) The site at Marsa shown marked with blue dots within a red outline and marked as "Site E" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings and other improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this site; this site (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately nine hundred and ninety six square metres (996sq.m.) and is bounded on all sides by the site described in sub-paragraph (a) above; this area does not have a frontage on any public road and is accessible through the aforesaid site described in sub-paragraph (a) above.

(e) The site at Marsa shown marked with blue dots within a "u" shaped red outline and marked as "Site B" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings and other improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this site; this site (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately two hundred and forty square metres (240sq.m.) and is bounded on the North East by the public road named Il-Moll Tal-Pont and on all other sides by the site described in sub-paragraph (a) above; this site has a frontage on the public road named Il-Moll Tal-Pont and is also accessible through the aforesaid site described in sub-paragraph (a) above; this site was formerly occupied by the premises officially numbered thirty five (35) and thirty six (36) in the public road named Il-Moll Tal-Pont.

(f) The site at Marsa known as the Gas Turbine accessible from an unnumbered entrance in the public road named Il-Moll Tal-Pont and also from the site described in sub-paragraph (a) above; this site is shown marked with blue dots within a red outline and marked "Site C" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings and other improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this site; this site (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately six hundred and twenty seven square metres (627sq.m.) and is bounded on the North East by the public road named Il-Moll Tal-Pont and on all other sides by the site described in sub-paragraph (a) above; this site has a frontage on the public road named Il-Moll Tal-Pont and is also accessible through the aforesaid site described in sub-paragraph (a) above; this site was formerly occupied by the premises known as the Old Mill Premises officially numbered twenty five (25), twenty six (26), twenty seven (27) and twenty eight (28) in the public road named Il-Moll Tal-Pont (formerly Bridge Wharf); this site does not include the divided part of the above mentioned premises known as the Old Mill Premises measuring approximately nineteen point zero eight square metres (19.08sq.m.) which the Corporation sold to Triticum Limited by deed in the Records of Notary

Carmelo Mangion of the seventh day of December of the year one thousand nine hundred and ninety three (7/12/1993) and for this reason the superficial area of this site indicated on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" is greater than the superficial area stated in this sub-paragraph.

(g) The site at Marsa shown marked with blue dots within a triangular shaped red outline and marked "Site F" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings and other improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of this site; this site (inclusive of the aforesaid buildings and other improvements) has a superficial area of approximately one hundred and two square metres (102sq.m.) and is bounded on the West by a public road which links the public road named Il-Moll Tal-Knisja with Triq Belt il-Ħazna and on all other sides by the site described in sub-paragraph (a) above; this site has a frontage on the above mentioned public road which links the public road named Il-Moll Tal-Knisja with Triq Belt il-Ħazna and is also accessible through the aforesaid site described in sub-paragraph (a) above; this site forms part of a larger area in Jesuits Hill, Marsa which was originally acquired by the Malta Electricity Board.

(h) The site at Marsa shown marked with blue dots within a red outline and marked "Site D1" on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2"; this site is used as a private road and has a superficial area of approximately one hundred and eighty six square metres (186sq.m.) and is bounded on the North West by Triq Fra Diegu, on the South East by the tunnel described in sub-paragraph (i) below and on all other sides by property of the Government of Malta or its successors in title.

(i) The tunnel at Marsa shown marked with dark blue transversal lines within a red outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2"; this tunnel starts from the level of Triq Is-Sajjieda and extends upwards to a level of nine point two seven metres (9.27m.) above Triq Is-Sajjieda and has a

superficial area of approximately two hundred and thirty square metres (230sq.m.) and is bounded on the North West by the private road described in sub-paragraph (h) above, on the South East by another tunnel which is a continuation of this tunnel but is described separately in sub-paragraph (j) below and on the West and East by property of unknown persons; this site includes the space under the level of Triq Is-Sajjieda and does not include the airspace above the level of nine point two seven metres (9.27m.) above the level of Triq Is-Sajjieda; this site comprises the tunnel described in sub-paragraph (g) of paragraph 1. (one) of the definition of the Second Properties in the Title Deed as well as the spaces described in sub-paragraph (g) of paragraph 2. (two) of the definition of the First Properties in the Title Deed.

(j) The tunnel at Marsa, which on the Southern side abuts onto the site described in sub-paragraph (a) above and on the Northern side abuts onto another tunnel which is a continuation of this tunnel but is described separately in sub-paragraph (i) above; this site is shown marked with cyan straight lines within a cyan outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes all improvements considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, situated within the boundaries of the site; this site (inclusive of the aforesaid improvements) has a superficial area of approximately two hundred and fifty square metres (250sq.m.), is ten metres (10m.) wide and starts from the level of Triq Is-Sajjieda and extends upwards to a level of nine point two seven metres (9.27m.) above the level of Triq Is-Sajjieda and is bounded on the South by the site described in sub-paragraph (a) above, on the North by another tunnel which is a continuation of this tunnel but is described separately in sub-paragraph (i) above, and on the West and East by property of the Government of Malta or of its successors in title; this site includes the space under the level of Triq Is-Sajjieda and does not include the airspace above the level of nine point two seven metres (9.27m.) above the level of Triq Is-Sajjieda.

(k) The tunnel at Marsa, which on the South Western side abuts onto the site described in sub-paragraph (a) above and on the North Eastern side abuts onto Sqaq il-Pont; this site is shown marked with orange criss-crossed lines within a red outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes all

improvements considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, situated within the boundaries of the site; this site (inclusive of the aforesaid improvements) has a superficial area of approximately one hundred and seventy eight square metres (178sq.m.), starts from the level of Sqaq il-Pont and extends upwards to a level of eight point two five metres (8.25m) above Sqaq il-Pont and is bounded on the South West by the site described in sub-paragraph (a) above, on the North East by Sqaq il-Pont and on all other sides by property of the Government of Malta or of its successors in title; the tunnel described in this sub-paragraph includes the space under the level of Sqaq il-Pont and does not include the airspace above the level of eight point two five metres (8.25m) above Sqaq il-Pont.

(l) The building at Marsa known as the Carpenters Workshop, without official door number, in the public road named Il-Moll Tal-Pont, shown marked with blue transversal lines within a blue outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes all the improvements therein considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta; this building has a superficial area of approximately nine hundred and fifty five square metres (955sq.m.) and is bounded on the West, South West and South East by the public road named Il-Moll Tal-Pont, on the North West by property of the Government of Malta or of its successors in title and on the East and North East by the foreshore.

(m) The site at Marsa known as the Diesel Tank Site, accessible from an unnumbered entrance in the public road named Il-Moll Tal-Pont; this site is shown hatched in brown transversal lines within a brown outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes the buildings, structures and other improvements considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, all without official number, situated within the boundaries of the site, this site (inclusive of the aforesaid buildings, structures and other improvements) has a superficial area of approximately four hundred and ninety square metres (490sq.m.) and is bounded on the North West and on the West by the public road named Il-Moll Tal-Pont, on the South East by property of the Government of Malta or of its successors in title and on the East by the foreshore.

(n) The jetty at Marsa without number, known as the Coolant Intake Jetty, accessible from the public road named Il-Moll Tal-Pont; this site is shown marked with green transversal lines within a green outline on the plan indicated as P.D. No: 2011_89_8 (Property Drawing number two zero one one underscore eight nine underscore eight) annexed to the Title Deed as a document marked "P2" and includes all improvements considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, situated within the boundaries of the site; this site (inclusive of the aforesaid improvements) has a superficial area of approximately three hundred and twenty three square metres (323sq.m.) and is bounded on the South West by the public road named Il-Moll Tal-Pont and on all other sides by the sea.

The Marsa Power Station includes all the respective rights and appurtenances of its several parts, including (save when expressly excluded) their overlying airspace and underlying land; the Marsa Power Station also includes the pipes, drains and culverts which abut from the Southern sides of the site described in sub-paragraph (a) above and extend to the sea through the adjacent gated quay named Il-Moll Tal-Pont (which pipes, drains and culverts are located in the areas indicated with the numbers "1" "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15" "16" and "17" (one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen and seventeen) on the plan indicated as EMC/XZ/161 (letters EMC stroke letters XZ stroke one six one) annexed to the Title Deed as a document marked "P25")), the drain which abuts from the Eastern side of the site described in sub-paragraph (a) above and extends to the sea through the public road known as Il-Moll Tal-Pont (which drain is located in the area indicated with the number "19" (nineteen) on the above mentioned plan indicated as EMC/XZ/161), the rain water drain which abuts from the Eastern side of the building described in sub-paragraph (l) above and extends to the sea through the foreshore (which drain is located in the area indicated with the number "20" (twenty) on the above mentioned plan indicated as EMC/XZ/161) and the drain which abuts from the Eastern side of the site described in sub-paragraph (m) above and extends to the sea through the foreshore (which drain is located in the area indicated with the number "18" (eighteen) on the above mentioned plan indicated as EMC/XZ/161);

"Movable Items" means all the facilities, installations, tanks, pipe-works, equipment, plant and machinery situated in the Marsa Power Station, provided they are

not considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta, and does not include stock-in-trade, furniture and fittings, office equipment and other movable items which are not used for the supply of electrical energy.

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

"Property" and **"emphyteutical site"** means the Marsa Power Station complex.

"Vault Finance Limited" means the limited liability company registered in Malta with registration Letter 'C' numbers five eight eight one zero (C58810) and registered office at twenty nine stroke ten (29/10), Vincenti Buildings, Strait Street, Valletta.

Recitals

Whereas:

- (a) Vault Finance Limited had acquired the temporary utile dominium of the Marsa Power Station from the Corporation by virtue of the Title Deed;
- (b) Vault Finance Limited granted the said Marsa Power Station to the Corporation by title of lease as per conditions in Title Deed;
- (c) The Government of Malta being the dominus of the Marsa Power Station acquired the temporary utile dominium from Vault Finance Limited by virtue of a public deed in the records of Notary Doctor Marco Burlo` dated twenty fifth (25th) day of August of the year two thousand and fourteen (2014), thus becoming the absolute owner of the said Marsa Power Station complex as subject to the lease agreement with the Corporation.

First Part

Termination of Lease Agreement

By virtue of this deed, and in anticipation of the emphyteutical grant constituted in the Second Part of this deed, the Government of Malta and the Corporation by mutual agreement agree to terminate with immediate effect the lease Agreement entered into between Vault Finance Limited and the Corporation in virtue of the Title Deed and subsequently incorporated in deed of acquisition by Government of Malta from Vault Finance

Limited in virtue of deed of Notary Dr. Marco Burlo dated twenty fifth (25th) day of August of the year two thousand fourteen (2014). The Government of Malta acknowledges that there are no rent arrears due by the Corporation.

The Second Part

Emphyteutical grant of the Marsa Power Station.

In the second instance, the Government of Malta hereby grants on temporary emphyteusis for a period of ninety nine (99) years as from the date hereof to the emphyteuta, which accepts and acquires by same title of temporary emphyteusis the Marsa Power Station.

This emphyteutical concession is being made in consideration of the temporary yearly ground rent of sixty five thousand Euros (€65,000), payable half yearly in advance as from the date of deed.

This emphyteutical concession is being made also against a one time payment of two million six hundred thousand Euros (2,600,000) in respect of the Marsa Power Station, which payment is being paid today and the Government acknowledges due receipt.

This emphyteutical grant shall be governed by the following terms and conditions and, except to the extent excluded or modified hereby, also by the provisions of the Civil Code relating to emphyteusis.

1. TALE QUALE

The Marsa Power Station is hereby being granted on temporary emphyteusis 'tale quale' in its current state and condition.

2. GROUNDRENT

(i). Interest at the rate of eight per cent (8%) per annum shall automatically accrue without the need of any other formality, judicial or otherwise, on the groundrent not paid when it falls due with effect from the due date up to the date of effective payment.

(ii) The annual ground rent payable by the Emphyteuta to the Government of Malta in terms of this deed shall be revised upwards every fifth (5th) year of the emphyteutical grant by fifteen per cent (15%) on the ground rent payable annually in terms of this deed in each year in the immediately preceding five (5) year term. The first such revision shall take place on the

twenty fifth (25th) day of August of the year two thousand and nineteen (2019).

3. WARRANTY OF PEACEFUL POSSESSION

The Government of Malta warrants the peaceful possession and real enjoyment of the Property in favour of said Enemalta Corporation.

4. FREE FROM BURDENS

Save for any public services currently passing through, under or over the Property and save as otherwise stated in this deed the Property is hereby 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.

5. EXCLUSION OF WARRANTY AGAINST LATENT DEFECTS

The Government of Malta with the acceptance of said Corporation expressly excludes any warranty against latent defects.

6. ACCESS

The Corporation binds itself to grant all necessary rights to competent authorities in the exercise of their duties in respect of the immovable property being assigned.

7. USE

7.1 In compliance with the restrictions arising from paragraph letter (e) of sub-article one (1) of Article three (3) of the Disposal of Government Land Act, Chapter two hundred and sixty eight (268) of the Laws of Malta, the Property granted on temporary emphyteusis in virtue of this deed is to be used exclusively for the purposes of any functions of the Corporation, and where applicable, in accordance with the provisions of the law relating to emphyteusis and arising from the Civil Code, Chapter sixteen (16) of the Laws of Malta, later on in this deed referred to as '**The Permitted Use**'.

7.2 If necessary building/construction permits are not obtained from the competent authorities within a period of five (5) years from today or such other later period agreed in writing between the Government and the Emphyteuta, the Government has a right to terminate

the emphyteutical concession which forms the subject matter of this deed.

8. MODIFICATIONS TO PROPERTY

(i) Subject to such permits required by law, the Emphyteuta may carry out on the Property any Permitted Reconstruction or Refurbishment (as this term is hereunder defined) provided that the Emphyteuta shall be obliged to notify the Government with copies of all plans and permits relative to such works prior to commencement of such works.

The term “**Permitted Reconstruction or Refurbishment**” for the purposes of this deed shall mean any work including demolition of buildings and tanks and excavation of land which:

- a. is necessary for or conducive to the carrying on of the activities for which the Property can be used in terms of the Permitted Use as defined in clause seven (7) above; or
- b. is in the ordinary course of its business; or
- c. is required by law; or
- d. may be agreed to in advance by the Government in writing, which consent shall be granted if such works are intended for the Emphyteuta to continue to comply with its obligations in terms of this deed.

(ii) For the avoidance of doubt as to whether any reconstruction or refurbishment works fall within the definition of “Permitted Reconstruction or Refurbishment” the Emphyteuta may at any time apply for confirmation to the Government, and when consent is so granted such reconstruction or refurbishment shall be considered a Permitted Reconstruction or Refurbishment for the purposes of this deed.”

9. COMPLIANCE WITH LAW

The Emphyteuta shall, at Emphyteuta’s sole cost and expense, comply with all legislation, rules, regulations, and administrative orders applicable to Malta, whether made by the Government, or otherwise, now in force, or which may hereafter be in force, pertaining to the Properties or a Property, and shall faithfully observe all conditions included in all licences, permits and authorisations issued to the Emphyteuta or for the Properties or a Property in relation to the business 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 Emphyteuta shall obtain and comply with all licenses and permits necessary for the use of the Properties in accordance with the Permitted Use.

10. ENVIRONMENTAL OBLIGATIONS

The Emphyteuta expressly recognizes its duty to observe to the highest standards all applicable laws relating to the preservation and protection of the environment including those aimed at the prevention of pollution. In this regard the Emphyteuta undertakes to co-operate fully in implementing all local and international measures adopted by or binding on the Government of Malta which are designed to enhance standards of operation and safety and to implement preventive and recovery clean up systems in case of accidents.

11. ANCILLARY OBLIGATIONS OF THE EMPHYTEUTA

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

i. The Emphyteuta shall be bound to carry out all obligations imposed on the owners of buildings, lands, installations and improvements falling under this deed, and the Government shall not be bound under any circumstance to contribute to the expense required for the carrying out of any such obligations whatever may be the amount of such expense and whatever may be the remaining period of the Emphyteutical Grant when such obligations fall due to be carried out.

ii. The Emphyteuta shall keep the Properties and all installations and improvements 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 Properties and each Property and any permanent improvements thereon in a good state of repair and operation, fair wear and tear excepted, without any right of compensation.

iii. Any damage occurring not only through ordinary causes but also through fortuitous, extraordinary and unforeseen circumstances or by Act of God, even if a

Property perishes in whole, shall be made good by the Emphyteuta who shall be bound to reconstruct, repair or replace the whole or part of the Property, including all the buildings, installations and improvements existing at the moment of the events causing the damage, and this at its own cost within a maximum period of two (2) years so as to render the Property capable of being operated in accordance with the 'Permitted Use'.

For the avoidance of doubt, the Government and the Emphyteuta 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.

iv. The Emphyteuta shall not permit oil, grease, trade wastes or other deleterious matter to enter the drains and sewers of the Government and to employ such plant for treating any deleterious effluent before permitting the same to enter such drains and sewers as may be reasonably required by the Government or by law, from time to time.

v. The Emphyteuta shall give immediate notice to the Commissioner of Land of the discovery of any objects or monuments of local, antiquarian or archaeological importance such as caves, tombs, wells, coins or similar objects he may discover on the site which find shall become the property of the Government.

vi. The Emphyteuta shall not cause damage to existing public services passing through, under or above the Property and when damage is caused or the temporary removal is necessary it shall be bound to re-instate same as soon as possible. The Emphyteuta shall not have the right to claim any compensation for the reason that any existing public services are passing in, under or upon any of the Properties.

vii. If the Emphyteuta shall not subject the Properties or any of them to any kind of easement without the prior written consent of the Government, it shall ensure that such easement shall automatically terminate without any right to compensation on the termination of this emphyteutical grant for any reason.

12. PROHIBITION AGAINST ENCROACHMENT ON ADJACENT LAND

The Emphyteuta is prohibited from extending in any manner any building or structure constructed or erected on the Property onto land adjacent to the

Property, whether such land is also owned by the Emphyteuta or otherwise, without the prior written consent of the Commissioner of Land, which consent by the Commissioner of Land shall not be unreasonably withheld.

13. INSURANCE

13.1 The Emphyteuta shall insure and keep insured throughout the duration of the emphyteusis the 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 Emphyteuta at his own expense;

Provided that in the event that such insurance cover is not ordinarily available or commercially feasible whether on the national or international market, the Government and the Emphyteuta 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 Emphyteuta.

14. REPAIRS AND MAINTENANCE

14.1 The Enemalta Corporation shall at its own expense, maintain the 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 Enemalta Corporation shall (i) at its own cost and expense carry out all ordinary and extraordinary repairs to the Properties including all the facilities and services thereon; and (ii) return to the Government the Properties with all the facilities and services thereon together with any improvements made thereon at the termination or expiration of this deed, 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 Enemalta Corporation in terms of this clause shall extend to all improvements, including buildings, facilities, services or other erections made on the Properties.

15. INDEMNITY

15.1 The Enemalta Corporation 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 Enemalta Corporation in relation to the Enemalta Corporation's possession, operation and maintenance of, or failure to operate and maintain, the Properties or any of them.

16. UTILITIES

The Corporation 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.

17. RIGHTS OF ENTITIES ESTABLISHED BY LAW

Any entity that is required by law or administrative order to have a presence at the Emphyteutical Site, especially in those immovables falling within the emphyteutical land shall be entitled to occupy, free of charge, that part of the Emphyteutical Site and of such size as may be assigned to them by the Corporation, from time to time, as is reasonably necessary for them to fulfil their operational duties. The Corporation shall have the right to alter the size and location of any part of the Emphyteutical Site so occupied by such entities, acting reasonably.

18. VERIFICATION OF CONDITIONS

The emphyteuta shall permit the Commissioner of Land or his representative at all reasonable times to have access to the emphyteutical site and to the improvements thereon and when requested to do so the emphyteuta shall give all possible facilities and aid to enable him to verify whether the conditions of this grant are being or have been complied with. In the event that the

emphyteuta defaults in its obligations under this clause, it shall incur a penalty of two hundred thirty two Euros and ninety four cents (€232.94) for each and every occurrence.

19. PUBLIC UTILITIES

19.1 The Government or other public utility operators whether owned by the Government or otherwise, shall have the right to create on any part of the Properties, any kind of easement which may be necessary for the provisions of public services including, but without limitation, the erection of an electricity substation/s. The Emphyteuta shall not be entitled to object to the passage of public services by Government or the said public utility operators through the Properties provided that this does not materially adversely affect the business of the Emphyteuta. The exercise of such rights 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 Emphyteuta.

20. TRANSFERS

20.1 Subject to the restrictions arising from paragraph letter (e) of sub-article one (1) of Article three (3) of the Disposal of Government Land Act, Chapter two hundred and sixty eight (268) of the Laws of Malta as applicable from time to time to the Emphyteuta, the Emphyteuta may transfer or otherwise dispose, in whole or in part after first obtaining the written consent of the Commissioner of Land, which consent shall not be unreasonably withheld, the Emphyteutical Grant or the Property 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).

20.2 For such purpose the Emphyteuta shall notify the Government and, if applicable, the Authority in writing of such proposed transfer together with relevant details of the prospective transferee.

20.3 The Government and, if applicable, the Authority, shall give their consent to the transfer of the Emphyteutical Grant or the Property as requested in the application, without delay, if:

- a. the terms and conditions of the proposed transfer are consistent with the terms and conditions of this deed; and
- b. the proposed transferee is, in the reasonable opinion of the Government, not an Undesirable Person.

20.4 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 of Malta 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 trans-national 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.

21. Nothing in Clause twenty (20) shall be deemed to waive the obligations of the Emphyteuta and / or the prospective transferee arising from any other law concerning the transfer of immovable property in Malta.

22. Nothing in Clause twenty (20) shall be construed as prohibiting the enforcement by banks granting banking facilities to the Emphyteuta and having a security interest over any part of the Properties or improvements thereon from enforcing their rights over such property, including by way of judicial sale by auction. The Government, 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.

23. CONDITIONS APPLICABLE TO TRANSFERS

Should the Emphyteuta be permitted to transfer or dispose, in whole or in part, the Emphyteutical Grant or the Property 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 Government and should the transferee fail to pay the said 'laudemium' within forty (40) days of the relative deed of transfer the Emphyteuta and the transferee shall be jointly liable to pay a penalty of one thousand one hundred sixty four Euro and sixty nine cents (€1164.69), over and above the said recognition fee, per day of default for mere delay; **Provided that** a transfer or disposal of the Property, in part or in whole, by the Corporation shall be exempt from the payment of 'laudemium' and the payment of

'laudemium' shall be due on each and every subsequent transfer.

- ii. The Emphyteuta shall within forty (40) days of any such transfer or disposal inform the Commissioner of Land of such transfer or disposal by registered letter and cause a copy of the relative deed to be forwarded to the Commissioner of Land. Should it fail to do so, it shall be liable to pay a penalty of one thousand one hundred sixty four Euro and sixty nine cents (€1164.69), per day of default for mere delay.
- iii. The Emphyteuta shall include in the deed of transfer or disposal all the obligations of the Emphyteuta arising from this deed, it being understood that the aforesaid obligations may be included by reference to this deed.

24. LEASES AND MANAGEMENT AGREEMENTS

(i) Nothing in this deed shall prohibit the Emphyteuta from granting, in whole or in part, the Property 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 Emphyteuta 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 Emphyteuta to the lessee or the manager or concessionaire or user, and that in such circumstances the Emphyteuta shall give such notice when so requested by the Government of Malta.

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 Property shall not be deemed to be a transfer or disposal in terms of Clause twenty three (23).

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

25. DISSOLUTION AND TERMINATION

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

- i. if the Emphyteuta fails 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 Government whether by way of groundrent or interest thereon;
- ii. if the Emphyteuta uses the Properties or any of them for any purpose which does not fall within the definition of Permitted Use;
- iii. if the Emphyteuta extends without the written consent of the Government of Malta in any manner any building or structure constructed on a Property onto land adjacent to the Property, whether such land is also owned by the Emphyteuta or otherwise;;
- iv. if the Emphyteuta fails 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 Emphyteuta transfers the Emphyteutical Grant or the Property or improvements thereon or part thereof, without the prior written consent of the Government;
- vi. if either because of supervening circumstances or if because there is a change in either management or control of the Emphyteuta or in the beneficial ownership of an entity which determines management and control of the Emphyteuta it results that the Property or part thereof ,is being controlled by an Undesirable Person as defined.

26. PROCEDURE FOR DEFAULTS AND DISSOLUTION OF GRANT

Default Notice.

(i) On the occurrence of any one of the circumstances mentioned in Clause twenty five (25) of this deed and any time thereafter for such time as such circumstance shall continue the Government of Malta may give notice (the "**Default Notice**") by means of a registered letter to the Emphyteuta 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 Emphyteuta 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 Emphyteuta shall be bound to rectify the default.

Emphyteuta's Options:-

(ii) The Emphyteuta 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 Government of Malta:

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

(b) to undertake to the Government of Malta that it will rectify the default within the period stated in the Default Notice, in which case it may also demand that the Cure Period be extended to a date to be stated in such response.

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

(a) there is no default, or

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

the Emphyteuta shall be entitled to refer the matter to arbitration by not later than thirty (30) days from the dispatch of its response to the Government of Malta.

(iv) Failure by the Emphyteuta to contest the Default Notice in accordance with Clause twenty six roman two [(26) (ii)] or to refer the matter to arbitration in accordance with Clause twenty six roman three [(26) (iii)] shall constitute acceptance by the Emphyteuta 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 Government of Malta 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 emphyteuta 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 Emphyteuta in the event that the Emphyteuta fails 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 Emphyteuta in the event that the Emphyteuta fails 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 Emphyteuta shall vacate the Property and return, through the execution of such deeds as may be necessary, the Property with all improvements thereon to the Government of Malta in accordance with the terms of this deed and in case of default the Emphyteuta shall be liable to pay a penalty to the Government of Malta 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 Government of Malta shall be entitled to access the Property 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 property.

27. RETURN OF PROPERTY ON TERMINATION

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 Emphyteuta shall hand over to the Government of Malta the Property together with all buildings, and other improvements which shall exist on the Property at such time, in good state of repair, fair wear and tear excepted, according to law. The Emphyteuta 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.

28. TRANSFER OF GOVERNMENT RIGHTS

Government of Malta shall have the right to sell, assign or transfer in any manner whatsoever the 'directum dominium' of the Property 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 Government of Malta pursuant to this deed shall continue to be exclusively required from the Government of Malta.

29. 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.

30. 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.

31. ARBITRATION AND APPLICABLE LAW

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.

32. APPLICABLE LAW

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

33. 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.

34. COSTS

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

35. In order to secure payment of the said groundrent and the proper performance of all the obligations hereby undertaken, the emphyteuta in addition to the privilege established by law in respect of the said emphyteutical land hypothecates in favour of the Government of Malta on whose behalf the said Commissioner of Land accepts all the said property in general present and future of the emphyteuta.

The Third Part:-

Whereas in deed of Notary Doctor Marco Burlo dated twenty fifth (25th) day of August of the year two thousand and fourteen (2014), the Authority for Transport in Malta acknowledged and consented the assignment by Vault Finance Limited to the Government of Malta of the Rights of Use as defined in clause 1.11 (one point eleven) (Use of Quays and Roads) of the Title deed for the exclusive purposes allowed, and under the other terms and conditions set out in the same clause and as subject to the provisions of paragraph (m) of clause 4.13 (four point thirteen) of Title deed.

In virtue of this third part of the deed the Authority for Transport in Malta acknowledges and consents to the above mentioned Rights of Use in this deed of transfer between the Government of Malta and Enemalta Corporation.

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 whole emphyteutical site. It is hereby declared that the value given to the whole emphyteutical site in virtue of this temporary emphyteutical grant 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 duty payable on this deed by the emphyteuta amounts to seven hundred ninety eight thousand eight hundred Euros (€798,800);

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 of Malta 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 (246) of the Laws of Malta (the "AIP Act"), the emphyteuta declares that it qualifies to acquire the property above being transferred without the necessity of a permit for the acquisition of immovable property by non-residents in view of the fact that:-Not less than seventy five per cent (75%) of the share holding in the said Company and not less than seventy five per cent (75%) of the controlling shares of the said Company belong to European Union Citizens who have resided continuously in Malta for at least five years during their lifetime and that all directors are also European Union Citizens who have resided continuously in Malta for at least five years during their lifetime. This declaration is being made after due explanation of its importance according to Law was made by the undersigned Notary.

For the purposes of Land Registration Act, Chapter two hundred and ninety six (296) of the Laws of Malta, it is hereby declared that the property is registered in the Land Registry.

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.

The parties to this deed reserve the right to amend, correct or ratify as necessary this emphyteutical concession if the need arises.

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 Office of the Land Department, without number in Saint Sebastian Street, Valletta, Malta.

SIGNED:

DOCTOR JOSEPH BUGEJA
FREDRICK AZZOPARDI
JAMES PISCOPO
CHRISTOPHER CACHIA

DOCTOR KEITH FRANCIS GERMAN
NOTARY GOVERNMENT PROPERTY DEPARTMENT