

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**'. Papers relative to this deed are marked with letter 'L' two hundred sixty six stroke two thousand and nine stroke two (L266/2009/2) tenement number letter 'E' numbers two six seven four five underscore 1 (E26745_1).

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 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

Deed
Number

9

Temporary
Emphytuesis
16708/2014
15/9/2014

Vol. I
14690/2014

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 "X" hereinafter referred to as '**Enemalta Corporation**' or '**the emphyteuta**'.

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 "Y"; hereinafter referred to as '**The Authority**'.

EMPHYTEUTICAL GRANT OF THE PROPERTIES.

In virtue of this deed, the said Commisioner of Land on behalf of the Government hereby grants to the said Enemalta Corporation on whose behalf the said nomine accepts and acquires on temporary emphyteusis for the remaining period of sixty five (65) years reckoned from the thirtieth (30th) day of April of the year two thousand four (2004), of the following sites:

1. The site with all the structures built thereon, without official number, situated in Ghaxaq, measuring approximately to four hundred and sixteen square meters (416sm), bounded on the North by property held by Enemalta Corporation by title of temporary emphytuesis, East and South West by an unknown road, or successors in title, or more correct boundaries, as shown outlined in red on the plan (incorporating in it a Survey Sheet) indicated as Property Drawing Number two thousand and nine underscore six hundred sixty

four (P.D. 2009_664) annexed to this deed and marked as **Document 'A'**;

2. The undivided share of one hundred forty two parts from two hundred and forty parts (142/240) of the Access Point – Escape Shaft unofficially numbered three (3), without official number and unnamed, situated in the limits of Ghaxaq, accessible from an unnamed road, measuring approximately eighteen square metres (18sm), bounded on all sides by property of the Government of Malta, or more correct boundaries, and is shown bordered in red on a plan (incorporating in it a survey sheet) indicated as Property Drawing Number sixty five underscore two thousand four underscore five (P.D. 65_2004_5), annexed to this deed and marked as **Document 'B'**.

This emphyteutical concession is being made in consideration of the temporary yearly ground rent of seven hundred fifty one Euros (€751) per annum, payable yearly in advance as from date of this deed.

The immovables granted in virtue of this deed are referred collectively to as "**the Properties**" and each one a "**Property**".

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

1.1 The Properties are hereby granted on temporary emphyteusis 'tale quale' in their current state and condition.

2. GROUNDRENT

2.1 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.

2.2 The annual ground rent payable by the Emphyteuta to the Government 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

thirtieth (30th) day of April two thousand and nineteen (2019).

3 WARRANTY OF PEACEFUL POSSESSION

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

4. FREE FROM BURDENS

4.1 Save for any public services currently passing through, under or over a Property and save as otherwise stated in this deed the Properties are 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

5.1 The Government with the acceptance of the Enemalta Corporation expressly excludes any warranty against latent defects.

6. ACCESS.

6.1 The Enemalta Corporation binds itself to grant all necessary rights to competent authorities in the exercise of their duties in respect of immovables above described.

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 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

9.1 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

10.1 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 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.

12.1 The Emphyteuta is prohibited from extending in any manner any building or structure constructed or erected on a Property onto land adjacent to the Property, whether such land is also owned by the Emphyteuta or otherwise, without the 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

16.1 The Enemalta 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

17.1 Any entity that is required by law or administrative order to have a presence at the Properties, especially in those immovables falling within the emphyteutical land shall be entitled to occupy, subject to any charge which the Emphyteuta may fix under any applicable law, subject to any compensation payable to the emphyteuta under any applicable law, that part of the Property and of such size as may be assigned to them by the Enemalta Corporation, from time to time, as is reasonably necessary for them to fulfil their operational duties. The Enemalta Corporation shall have the right to alter the size and location of any

part of the part of the Property so occupied by such entities, acting reasonably.

18. VERIFICATION OF CONDITIONS

18.1 The Emphyteuta shall permit the Commissioner of Land or his representative at all reasonable times to have access to the Properties 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 Euro 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 by 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):
Provided that the Emphyteuta shall first obtain the approval in writing from the Commissioner of Land.

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 for 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."

24A. SUBSOIL RIGHTS/SERVITUDES

24A.1 As a condition of this emphyteutical concession and in order that the Properties and other properties already transferred by the Government to the Enemalta Corporation by virtue of a deed in the Records of Notary Vincent Miceli of the thirtieth day of April of the year two thousand and four (30/04/2004) (deed number sixty two [62]) and the improvements thereon may be utilised for the Permitted Use, the Government of Malta, for the whole duration of this emphyteutical concession is assigning in favour of Enemalta Corporation which accepts the following rights and servitudes:

(a) The fuel pipeline consisting of an underground and surface pipeline, known as the 'Jet A1 Pipeline' situated in the limits of Ghaxaq and Luqa which extends underground from the Has-Saptan Installation as indicated on Plan Property Drawing Number sixty five underscore two thousand and four underscore one (P.D. 65_2004_1) on Document 'B' attached in Deed of Notary Vincent Miceli dated thirtieth (30th) day of April of the year two thousand and four (2004), under the runways and aprons at the Malta International airport, up to the 'Luqa Aviation Fuel Storage – Bulk 2' as indicated on Plan Property Drawing Number two thousand and nine underscore six two zero (P.D. 2009_620) marked as **Document 'D'** attached to this deed, and continues to the 'Luqa Aviation Fuel Storage – Bulk 1', which pipeline is approximately five thousand

and seven metres (5,007m) long, is bounded on all sides by property of the Government of Malta, or more correct boundaries, and extends along the route shown drawn in blue with regards to the underground pipeline and route shown in red with regards to the surface pipeline, on Property Drawing number two thousand and nine underscore six hundred sixty six (P.D. 2009_666) annexed to this deed and marked as **Document 'C'**.

(b) The twelve (12) inch sullage pipeline (presently not in use) which emerges from the end of the Has-Saptan tunnel at the Marsaxlokk end and leads underground along the shoreline to the 'Marsaxlokk terminal', approximately thirty nine metres (39m) in length, bounded on the East and South-East by the sea and on all sides by property of the Government of Malta, or more correct boundaries, and is shown in red marked with letters 'A' and 'A1' on Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to this deed and marked as **Document 'E'**.

(c) The one hundred fifty metre (150m) long tunnel known as the 'Spur Tunnel', which tunnel was originally meant to serve as an emergency exit point for the pipelines in the Has-Saptan tunnels, which leads from inside the tunnel complex (from the point shown as point B1 on the hereunder mentioned plan) and emerges from the cliff face (up to the point shown as point B on the hereunder mentioned plan) below the San Lucjan Tower in Marsaxlokk, bounded on the South by the sea and on all other sides by property of the Government of Malta or more correct boundaries as shown in blue marked with letters 'B1' and 'B' on plan bearing Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to this deed and marked as **Document 'E'**.

(d) Two underground tunnels in Paola, excluding the surface areas, one measuring approximately forty four metres (44m) in length and the other one measuring approximately fifty five meters (55m) in length, both bounded by all sides by property of the Government of Malta and both marked in red, numbered one (1) and two (2) respectively, on plan bearing Property Drawing Number sixty five underscore two thousand four underscore twenty letter 'A' (P.D. 65_2004_20A), annexed to this deed and marked as **Document 'F'**. The parties mutually agree that the Government will have unlimited access from the point of entrance to Gate 'B' leading to the Ex-underground Power Station, which points are illustrated on the above mentioned plan.

(e) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately seventy two metres (72m) long, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to this deed and marked as **Document 'G'**.

(f) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately one hundred twenty six metres (126m) in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A3' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to this deed and marked as **Document 'G'**.

(g) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately eighty seven metres (87m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B' to Point 'B1' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to this deed and marked as **Document 'G'**.

(h) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately thirty three metres (33m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B1' to Point 'B2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to this deed and marked as **Document 'G'**.

24A.2 The Government and the Emphyteuta agree that the rights and servitudes described in paragraph Roman numeral (i) (one) of clause twenty four letter A point one (24A.1), are rights attached to the Properties and other properties already transferred by the Government to the Enemalta Corporation by virtue of a deed in the Records of Notary Vincent Miceli of the thirtieth day of April of the year two thousand and four (30/04/2004) (deed number sixty two [62]), subject to the applicable terms and conditions contained in this deed and the aforementioned deed, for the duration of the

emphyteutical grant and may be assigned together with the aforesaid properties, in whole or in part, if and when the aforesaid properties, in whole or in part, are transferred or disposed in terms of this deed and may be granted together with the aforesaid properties, in whole or in part, if and when the aforesaid properties, in whole or in part, are granted on lease or under management agreement or by way of concession or possession in terms of this deed.

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

26.1 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 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

26.2 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:

- (a) either to state why in its reasonable opinion there is no default; or
- (b) to undertake to the Government 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.

26.3 Unless the Government 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.

Deemed Acceptance by Emphyteuta

26.4 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

26.5 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

26.6 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

26.7 On the lapse of the Cure Period without a default being rectified, the Government shall have the right to demand the dissolution of the Emphyteutical Grant and all related rights.

Such right shall be exercised by the issue of a Termination Demand notified to the Emphyteuta by means of registered letter.

Disputes in relation to Rectification of Default

26.8 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

26.9 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

26.10 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 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 twenty three thousand two hundred ninety three Euro and seventy three cents (€23293.73) 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 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 PROPERTIES ON TERMINATION

27.1 On the termination of the Emphyteutical Grant and of the rights granted under this deed by expiration

of time, or on dissolution of such grant and termination of such rights for any other reason whatsoever the Emphyteuta shall hand over to the Government the Properties together with all buildings, and other improvements which shall exist on the Properties 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

28.1 Government shall have the right to sell, assign or transfer in any manner whatsoever the 'directum dominium' of the Properties or any of them or the right to receive the payment of the groundrent (as a separate receivable).

28.2 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 pursuant to this deed shall continue to be exclusively required from the Government.

29. SEVERABILITY

29.1 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

30.1 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

31.1 The parties agree that any dispute, controversy or claim, which may arise out of or in relation to this Emphyteutical Grant, 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

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

33. NOTICES

33.1 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

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

35 Special Privilege

35.1 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 Properties hypothecates in favour of the Government of Malta on whose behalf the said Commissioner of Land accepts all the property in general present and future of the Emphyteuta.

FINAL PROVISIONS

Finally in virtue also of this deed

The Government of Malta and the Authority, are jointly constituting in favour of the Properties and other properties already transferred by the Government to the Enemalta Corporation by virtue of a deed in the Records of Notary Vincent Miceli of the thirtieth day of April of the year two thousand and four (30/04/2004) (deed number sixty two [62]) which accepts for the whole duration of the Emphyteutical Grant made by virtue of

this deed, the following rights and servitudes consisting of:

(a) The underground pipeline at 'Ras Hanzir' limits of Paola, measuring approximately two hundred ninety two metres (292m), bounded on all sides by Government property indicated in blue as point 'A' to point 'A1' shown on Plan Property Drawing number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), hereby being attached and marked as **Document 'G'**;

(b) The underground pipeline at 'Ras Hanzir' limits of Paola, measuring approximately three hundred ninety five metres long (395m), bounded on all sides by Government property indicated in blue as points 'C' to points 'C1' and 'C2' shown on Plan Property Drawing number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), hereby being attached and marked as **Document 'G'**;

These rights and servitudes granted jointly by the Government of Malta and the Authority, are being granted against a nominal consideration of one Euro (€1).

For all intents and purposes at law it is being stated that with regards to the said servitudes, the plans attached are indicative only.

The Emphyteuta, the Government and the Authority hereby refer to the rights and servitudes granted or constituted jointly by them to the Enemalta Corporation by virtue of this deed and they agree that the provisions of clause 23 (twenty three) (*CONDITIONS APPLICABLE TO TRANSFERS*) of this deed and clause 24 (twenty four) (*LEASES AND MANAGEMENT AGREEMENTS*) of this deed shall apply *mutatis mutandi* to these rights and servitudes.

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 properties 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 six hundred fifty Euros (€650);

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 whole site 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.

In view that the documents attached hereto exceed five (5) in number a list of same is being attached and marked with the letter '**ZZ**' for registration.

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.

SIGNED:-

DOCTOR JOSEPH BUGEJA;
FREDRICK AZZOPARDI;
JAMES PISCOPO;
CHRISTOPHER CACHIA;

DOCTOR KEITH FRANCIS GERMAN
NOTARY PUBLIC GOVERNMENT PROPERTY DIVISION.

DOCUMENT 'ZZ'

LIST OF DOCUMENTS

DOCUMENT 'A':	P.D.2009_621
DOCUMENT 'B':	P.D.2009_664
DOCUMENT 'C':	P.D. 65_2004_5
DOCUMENT 'D':	P.D. 2009_622
DOCUMENT 'E':	P.D. 2009_620
DOCUMENT 'F':	P.D. 2006_82_B
DOCUMENT 'G':	P.D. 2009_666
DOCUMENT 'H':	P.D. 2009_668
DOCUMENT 'I':	P.D. 65_2004_20
DOCUMENT 'J':	P.D. 2009_670
DOCUMENT 'X':	RESOLUTION ENEMALTA CORPORATION
DOCUMENT 'Y':	RESOLUTION AUTHORITY FOR TRANSPORT IN MALTA
DOCUMENT 'ZZ':	LIST OF DOCUMENTS

SIGNED:-

DOCTOR JOSEPH BUGEJA;
FREDRICK AZZOPARDI;
JAMES PISCOPO;
CHRISTOPHER CACHIA;

DOCTOR KEITH FRANCIS GERMAN
NOTARY PUBLIC GOVERNMENT PROPERTY DIVISION.

Rimarki
(għall usu
Ufficjali Biss)

Creditor : Government of Malta

Debtor: Enemalta Corporation

Credit:

An annual and temporary ground rent of seven hundred fifty one Euro (€751) payable yearly in advance for the period of sixty five (65) years reckoned from the thirtieth (30th) day of April of the year two thousand and four (2004) and is revisable on the thirtieth (30th) day of April of the year two thousand and nineteen (2019), revisable upwards every fifth year of the grant by fifteen per cent on the ground rent payable annually in terms of the deed in each year in the immediately preceeding five year term of the grant on temporary emphytuesis for the period above indicated as per deed published by me on the twenty fifth (25th) day of August of the year two thousand and fourteen (2014).

Cause of Preference: General hypothec and special privilege on the followiing immovables including subsoil rights and servitudes:

- (a) The site with all the structures built thereon, without official number, situated in Ghaxaq, measuring approximately to four hundred and sixteen square meters (416sm), bounded on the North by property held by Enemalta Corporation by title of temporary emphytuesis, East and South West by an unknown road, or successors in title, or more correct boundaries, as shown outlined in red on the plan (incorporating in it a Survey Sheet) indicated as Property Drawing Number two thousand and nine underscore six hundred sixty four (P.D. 2009_664) annexed to the deed and marked as Document 'A';
- (b) The undivided share of one hundred forty two parts from two hundred and forty parts (142/240) of the Access Point – Escape Shaft unofficially numbered three (3), without official number and unnamed, situated in the limits of Ghaxaq, accessible from an unnamed road, measuring approximately eighteen square metres (18sm), bounded on all sides by property of the Government of Malta, or more correct boundaries, as shown bordered in red on a plan (incorporating in it a survey sheet) indicated as Property Drawing Number sixty five underscore two thousand four underscore five (P.D. 65_2004_5), annexed to the deed and marked as Document 'B'.
- (c) The fuel pipeline consisting of an underground and surface pipeline, known as the 'Jet A1 Pipeline' situated in the limits of Ghaxaq and Luqa which extends underground from the Has-Saptan Installation as indicated on Plan Property Drawing

Number sixty five underscore two thousand and four underscore one (P.D. 65_2004_1) on Document 'B' attached in Deed of Notary Vincent Miceli dated thirtieth (30th) day of April of the year two thousand and four (2004), under the runways and aprons at the Malta International airport, up to the 'Luqa Aviation Fuel Storage – Bulk 2' as indicated on Plan Property Drawing Number two thousand and nine underscore six two zero (P.D. 2009_620) marked as Document 'D' attached to the deed, and continues to the 'Luqa Aviation Fuel Storage –Bulk 1', which pipeline is approximately five thousand and seven metres (5,007m) long, is bounded on all sides by property of the Government of Malta, or more correct boundaries, and extends along the route shown drawn in blue with regards to the underground pipeline and route shown in red with regards to the surface pipeline, on Property Drawing number two thousand and nine underscore six hundred sixty six (P.D. 2009_666) annexed to the deed and marked as Document 'C'.

- (d) The twelve (12) inch sullage pipeline (presently not in use) which emerges from the end of the Has-Saptan tunnel at the Marsaxlokk end and leads underground along the shoreline to the 'Marsaxlokk terminal', approximately thirty nine metres (39m) in length, bounded on the East and South-East by the sea and on all sides by property of the Government of Malta, or more correct boundaries, as shown in red marked with letters 'A' and 'A1' on Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to the deed and marked as Document 'E'.
- (e) The one hundred fifty metre (150m) long tunnel known as the 'Spur Tunnel', which tunnel was originally meant to serve as an emergency exit point for the pipelines in the Has-Saptan tunnels, which leads from inside the tunnel complex (from the point shown as point B1 on the hereunder mentioned plan) and emerges from the cliff face (up to the point shown as point B on the hereunder mentioned plan) below the San Lucjan Tower in Marsaxlokk, bounded on the South by the sea and on all other sides by property of the Government of Malta or more correct boundaries as shown in blue marked with letters 'B1' and 'B' on plan bearing Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to the deed and marked as Document 'E'.
- (f) Two underground tunnels in Paola, excluding the surface areas, one measuring approximately forty four metres (44m) in length and the other one measuring approximately fifty five meters (55m) in length, both bounded by all sides by property of the Government of Malta and both marked in red, numbered one (1) and two (2) respectively, on plan bearing Property Drawing Number sixty five underscore two thousand four underscore twenty letter 'A' (P.D. 65_2004_20A), annexed to the deed and marked as Document 'F'. The parties mutually agreed that the Government will have unlimited access from the point of entrance to Gate 'B' leading to the Ex-underground Power Station, which points are illustrated on the above mentioned plan.

- (g) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately seventy two metres (72m) long, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A'(P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.
- (h) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately one hundred twenty six metres (126m) in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A3' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.
- (i) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately eighty seven metres (87m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B' to Point 'B1' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.
- (j) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately thirty three metres (33m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B1' to Point 'B2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.

Today of 2014

.....
Director

.....
Signature of applicant
Dr. Keith F. German (11)

UFFICCJU TAT-TAXXI INTERNI
Dipartiment tal-Capital Transfer Duty

46, Triq il-Merkanti, Valletta



OFFICE OF INLAND REVENUE
Capital Transfer Duty Department

46, Merchants Street, Valletta

SCHEDULE

INTER VIVOS

Rule 2

"FIRST SCHEDULE

**NOTICE OF AN INTER VIVOS TRANSFER OF IMMOVABLE PROPERTY TO BE GIVEN IN TERMS OF
THE DUTY ON DOCUMENTS AND TRANSFERS ACT AND THE INCOME TAX ACTS**

This form must be completed by the Notary publishing the deed of transfer and must be filed by the Notary in triplicate within 15 working days from the date of the transfer.

Continuation sheets are to be added as necessary.

SECTION A - PARTICULARS OF THE PARTIES					
<i>In the case of non-resident individuals who are not registered for income tax purposes, state the passport number and the country of issue. In the case of non-resident legal persons that are not registered for income tax purposes, give any available identification details.</i>					
	Name	Surname	Address	I.D. / income tax registration number	Telephone or mobile number
Transferor/s	Govt. of Malta		Auberge de Baviere, Valletta		21224016
Transferee/s	Enemalta Corporation		Church Wharf Marsa	990586014	

DDT 1

SECTION B - INFORMATION ABOUT THE TRANSFER							
Date of deed			25/8/2014				
Description of the property <i>A full description must be given and, if need be, a "block plan" and a site plan on Land Registry stationery duly signed by an architect should be annexed</i> Vide description attached Document 'X'							
Type of transfer <i>In the case of mixed transfers, mark all applicable boxes</i>							
Sale		Emphyteutical concession	*	Donation		Exchange	
Assignment on Partition		<i>Datio in solutum</i>		Other (<i>specify</i>)			
The manner in which the property was acquired <i>In the case of mixed acquisitions, mark all applicable boxes</i>							
Purchase		Emphyteutical concession		Donation		Exchange	
Inheritance		Assignment on Partition		Other (<i>specify</i>) Government Property			*
Name of Broker N/A				I.D./I.T. Number N/A			

SECTION C						
DUTY ON DOCUMENTS AND OTHER TRANSFERS (DDTA)						
Exemptions and relief A transfer from one company to another that qualifies for the intra-group exemption under art. 43 DDTA An assignment that is exempt in terms of art. 32(1) DDTA A partition of inherited property that is exempt in terms of art. 32(5) DDTA A transfer that is exempt from duty for reasons other than those mentioned above <i>Specify grounds for exemption:-</i> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">Govt. general exemption</div> A transfer that qualifies for relief from duty under art. 32(4) DDTA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%;">Dutiable value of property</td> <td>€751 per annum</td> </tr> <tr> <td>Amount of duty payable</td> <td>€650</td> </tr> <tr> <td colspan="2">P.S. Number N/A</td> </tr> </table>	Dutiable value of property	€751 per annum	Amount of duty payable	€650	P.S. Number N/A	
Dutiable value of property	€751 per annum					
Amount of duty payable	€650					
P.S. Number N/A						

SECTION D TAX PAYABLE UNDER THE INCOME TAX ACT				
Name of Transferor	Final Tax at 12%	Final Tax at 7%	Provisional tax	Total
Govt of Malta				exempt
Total				exempt

SECTION E BANK DRAFT/CHEQUE DETAILS		
Tax/Duty payable under:-	BANK	BANK DRAFT/CHEQUE NUMBER
Duty on Documents and Transfers Act	BOV	027909
Income Tax Act	NIL	Nil

NAME OF NOTARY Notary Keith Francis German (9)

SIGNATURE OF NOTARY _____

FOR OFFICIAL USE	
Provisional C.G.T. Paid: Lm _____	Duty on Documents: Lm _____
Final Withholding Tax: Lm _____	Provisional Duty: Lm _____
	Total: Lm _____
Receipt No/s _____	Receipt No/s _____
_____	_____
_____	_____
Date of Receipt/s _____	Date of Receipt/s _____
Receiving Officer _____	Receiving Officer _____

The Inland Revenue Department uses the information provided, to process this form in accordance with the Income Tax Acts and subsidiary legislation. We may check information provided by you, or information about you provided by a third party, with other information held by us. We will not disclose information about you to anyone outside the Inland Revenue Department unless permitted by law. The Inland Revenue Department treats your personal information in accordance with the Data Protection Act 2001 (Cap 440) to protect your privacy. Any queries may be addressed to The Data Controller, Inland Revenue Department, Floriana, CMR 03.

Document 'X'

- (a) The site with all the structures built thereon, without official number, situated in Ghaxaq, measuring approximately to four hundred and sixteen square meters (416sm), bounded on the North by property held by Enemalta Corporation by title of temporary emphytuesis, East and South West by an unknown road, or successors in title, or more correct boundaries, as shown outlined in red on the plan (incorporating in it a Survey Sheet) indicated as Property Drawing Number two thousand and nine underscore six hundred sixty four (P.D. 2009_664) annexed to the deed and marked as Document 'A';
- (b) The undivided share of one hundred forty two parts from two hundred and forty parts (142/240) of the Access Point – Escape Shaft unofficially numbered three (3), without official number and unnamed, situated in the limits of Ghaxaq, accessible from an unnamed road, measuring approximately eighteen square metres (18sm), bounded on all sides by property of the Government of Malta, or more correct boundaries, as shown bordered in red on a plan (incorporating in it a survey sheet) indicated as Property Drawing Number sixty five underscore two thousand four underscore five (P.D. 65_2004_5), annexed to the deed and marked as Document 'B'.
- (c) The fuel pipeline consisting of an underground and surface pipeline, known as the 'Jet A1 Pipeline' situated in the limits of Ghaxaq and Luqa which extends underground from the Has-Saptan Installation as indicated on Plan Property Drawing Number sixty five underscore two thousand and four underscore one (P.D. 65_2004_1) on Document 'B' attached in Deed of Notary Vincent Miceli dated thirtieth (30th) day of April of the year two thousand and four (2004), under the runways and aprons at the Malta International airport, up to the 'Luqa Aviation Fuel Storage – Bulk 2' as indicated on Plan Property Drawing Number two thousand and nine underscore six two zero (P.D. 2009_620) marked as Document 'D' attached to the deed, and continues to the 'Luqa Aviation Fuel Storage –Bulk 1', which pipeline is approximately five thousand and seven metres (5,007m) long, is bounded on all sides by property of the Government of Malta, or more correct boundaries, and extends along the route shown drawn in blue with regards to the underground pipeline and route shown in red with regards to the surface pipeline, on Property Drawing number two thousand and nine underscore six hundred sixty six (P.D. 2009_666) annexed to the deed and marked as Document 'C'.
- (d) The twelve (12) inch sullage pipeline (presently not in use) which emerges from the end of the Has-Saptan tunnel at the Marsaxlokk end and leads underground along the shoreline to the 'Marsaxlokk terminal', approximately thirty nine metres (39m) in length, bounded on the East and South-East by the sea and on all sides by property of the Government of Malta, or more correct boundaries, as shown in red marked with letters 'A' and 'A1' on Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to the deed and marked as Document 'E'.

- (e) The one hundred fifty metre (150m) long tunnel known as the 'Spur Tunnel', which tunnel was originally meant to serve as an emergency exit point for the pipelines in the Has-Saptan tunnels, which leads from inside the tunnel complex (from the point shown as point B1 on the hereunder mentioned plan) and emerges from the cliff face (up to the point shown as point B on the hereunder mentioned plan) below the San Lucjan Tower in Marsaxlokk, bounded on the South by the sea and on all other sides by property of the Government of Malta or more correct boundaries as shown in blue marked with letters 'B1' and 'B' on plan bearing Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to the deed and marked as Document 'E'.
- (f) Two underground tunnels in Paola, excluding the surface areas, one measuring approximately forty four metres (44m) in length and the other one measuring approximately fifty five meters (55m) in length, both bounded by all sides by property of the Government of Malta and both marked in red, numbered one (1) and two (2) respectively, on plan bearing Property Drawing Number sixty five underscore two thousand four underscore twenty letter 'A' (P.D. 65_2004_20A), annexed to the deed and marked as Document 'F'. The parties mutually agreed that the Government will have unlimited access from the point of entrance to Gate 'B' leading to the Ex-underground Power Station, which points are illustrated on the above mentioned plan.
- (g) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately seventy two metres (72m) long, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.
- (h) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately one hundred twenty six metres (126m) in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A3' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.
- (i) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately eighty seven metres (87m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B' to Point 'B1' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.
- (j) The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately thirty three metres (33m)

long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B1' to Point 'B2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'.

Twenty fifth (25th) day of August
of the Year two thousand and fourteen (2014).

The **Government of Malta** granted to **Enemalta Corporation** on temporary emphytuesis for a period of sixty five (65) years reckoned from the thirtieth (30th) day of April of the year two thousand and four (2004) in consideration of the annual and temporary ground rent of seven hundred fifty one Euros (€751) payable yearly in advance and revisable upwards every fifth (5th) year of the grant by fifteen per cent (15%) on the ground rent payable annually in terms of this deed in each year in the immediately preceeding five year term the immovables including servitudes and subsoil rights described hereunder: **(a)** The site with all the structures built thereon, without official number, situated in Ghaxaq, measuring approximately to four hundred and sixteen square meters (416sm), bounded on the North by property held by Enemalta Corporation by title of temporary emphytuesis, East and South West by an unknown road, or successors in title, or more correct boundaries, as shown outlined in red on the plan (incorporating in it a Survey Sheet) indicated as Property Drawing Number two thousand and nine underscore six hundred sixty four (P.D. 2009_664) annexed to the deed and marked as Document 'A'; **(b)** The undivided share of one hundred forty two parts from two hundred and forty parts (142/240) of the Access Point – Escape Shaft unofficially numbered three (3), without official number and unnamed, situated in the limits of Ghaxaq, accessible from an unnamed road, measuring approximately eighteen square metres (18sm), bounded on all sides by property of the Government of Malta, or more correct boundaries, as shown bordered in red on a plan (incorporating in it a survey sheet) indicated as Property Drawing Number sixty five underscore two thousand four underscore five (P.D. 65_2004_5), annexed to the deed and marked as Document 'B'. **(c)** The fuel pipeline consisting of an underground and surface pipeline, known as the 'Jet A1 Pipeline' situated in the limits of Ghaxaq and Luqa which extends underground from the Has-Saptan Installation as indicated on Plan Property Drawing Number sixty five underscore two thousand and four underscore one (P.D. 65_2004_1) on Document 'B' attached in Deed of Notary Vincent Miceli dated thirtieth (30th) day of April of the year two thousand and four (2004), under the runways and aprons at the Malta International airport, up to the 'Luqa Aviation Fuel Storage – Bulk 2' as indicated on Plan Property Drawing Number two thousand and nine underscore six two zero (P.D. 2009_620) marked as Document 'D' attached to the deed, and continues to the 'Luqa Aviation Fuel Storage –

Bulk 1', which pipeline is approximately five thousand and seven metres (5,007m) long, is bounded on all sides by property of the Government of Malta, or more correct boundaries, and extends along the route shown drawn in blue with regards to the underground pipeline and route shown in red with regards to the surface pipeline, on Property Drawing number two thousand and nine underscore six hundred sixty six (P.D. 2009_666) annexed to the deed and marked as Document 'C'. **(d)** The twelve (12) inch sullage pipeline (presently not in use) which emerges from the end of the Has-Saptan tunnel at the Marsaxlokk end and leads underground along the shoreline to the 'Marsaxlokk terminal', approximately thirty nine metres (39m) in length, bounded on the East and South-East by the sea and on all sides by property of the Government of Malta, or more correct boundaries, as shown in red marked with letters 'A' and 'A1' on Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to the deed and marked as Document 'E'. **(e)** The one hundred fifty metre (150m) long tunnel known as the 'Spur Tunnel', which tunnel was originally meant to serve as an emergency exit point for the pipelines in the Has-Saptan tunnels, which leads from inside the tunnel complex (from the point shown as point B1 on the hereunder mentioned plan) and emerges from the cliff face (up to the point shown as point B on the hereunder mentioned plan) below the San Lucjan Tower in Marsaxlokk, bounded on the South by the sea and on all other sides by property of the Government of Malta or more correct boundaries as shown in blue marked with letters 'B1' and 'B' on plan bearing Property Drawing Number two thousand and nine underscore six hundred sixty eight (2009_668), annexed to the deed and marked as Document 'E'. **(f)** Two underground tunnels in Paola, excluding the surface areas, one measuring approximately forty four metres (44m) in length and the other one measuring approximately fifty five meters (55m) in length, both bounded by all sides by property of the Government of Malta and both marked in red, numbered one (1) and two (2) respectively, on plan bearing Property Drawing Number sixty five underscore two thousand four underscore twenty letter 'A' (P.D. 65_2004_20A), annexed to the deed and marked as Document 'F'. The parties mutually agreed that the Government will have unlimited access from the point of entrance to Gate 'B' leading to the Ex-underground Power Station, which points are illustrated on the above mentioned plan. **(g)** The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately seventy two metres (72m) long, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A2' on plan bearing Property

Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A'(P.D. 2009_670_A), annexed to the deed and marked as Document 'G'. **(h)** The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately one hundred twenty six metres (126m) in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'A' to Point 'A3' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'. **(i)** The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately eighty seven metres (87m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B' to Point 'B1' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G'. **(j)** The underground pipeline in the area known as 'Ras Hanzir' in Paola, measuring approximately thirty three metres (33m) long in length, bounded by all sides by property of the Government of Malta and marked in blue from Point 'B1' to Point 'B2' on plan bearing Property Drawing Number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), annexed to the deed and marked as Document 'G' and under all other terms and conditions specified in deed.

In the final part of the deed the **Government of Malta** and the **Authority for Transport in Malta** jointly constituted in favour of the above mentioned Properties and other properties already transferred by the Government to the Enemalta Corporation by virtue of a deed in the Records of Notary Vincent Miceli of the thirtieth day of April of the year two thousand and four (30/04/2004) (deed number sixty two [62]) for the whole duration of the Emphyteutical Grant made by virtue of this deed, the following rights and servitudes consisting of:

- (1)The underground pipeline at 'Ras Hanzir' limits of Paola, measuring approximately two hundred ninety two metres (292m), bounded on all sides by Government property indicated in blue as point 'A' to point 'A1' shown on Plan Property Drawing number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), attached and marked to the deed as Document 'G'; and

- (2) The underground pipeline at 'Ras Hanzir' limits of Paola, measuring approximately three hundred ninety five metres long (395m), bounded on all sides by Government property indicated in blue as points 'C' to points 'C1' and 'C2' shown on Plan Property Drawing number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), hereby being attached and marked to the deed as Document 'G';

These rights and servitudes were granted jointly by the Government of Malta and the Authority for Transport Malta against a nominal consideration of one Euro (€1).

Dr. Keith Francis German
Notary Public Government Property Division (9).

UFFICCJU TAT-TAXXI INTERNI
Dipartiment tal-Capital Transfer Duty

46, Triq il-Merkanti, Valletta



OFFICE OF INLAND REVENUE
Capital Transfer Duty Department

46, Merchants Street, Valletta

SCHEDULE

INTER VIVOS

Rule 2

"FIRST SCHEDULE

**NOTICE OF AN INTER VIVOS TRANSFER OF IMMOVABLE PROPERTY TO BE GIVEN IN TERMS OF
THE DUTY ON DOCUMENTS AND TRANSFERS ACT AND THE INCOME TAX ACTS**

This form must be completed by the Notary publishing the deed of transfer and must be filed by the Notary in triplicate within 15 working days from the date of the transfer.

Continuation sheets are to be added as necessary.

SECTION A - PARTICULARS OF THE PARTIES					
<i>In the case of non-resident individuals who are not registered for income tax purposes, state the passport number and the country of issue. In the case of non-resident legal persons that are not registered for income tax purposes, give any available identification details.</i>					
	Name	Surname	Address	I.D. / income tax registration number	Telephone or mobile number
Transferor/s	Govt. of Malta		Auberge de Baviere, Valletta		21224016
Transferee/s	Authority for Transport in Malta		Transport Malta Centre, Marsa, MRS 1917		na

DDT 1

SECTION B - INFORMATION ABOUT THE TRANSFER

Date of deed	25/8/2014
---------------------	------------------

Description of the property

A full description must be given and, if need be, a "block plan" and a site plan on Land Registry stationery duly signed by an architect should be annexed

In the final part of the deed the Government of Malta and the Authority for Transport in Malta jointly constituted in favour of the above mentioned Properties and other properties already transferred by the Government to the Enemalta Corporation by virtue of a deed in the Records of Notary Vincent Miceli of the thirtieth day of April of the year two thousand and four (30/04/2004) (deed number sixty two [62]) for the whole duration of the Emphyteutical Grant made by virtue of this deed, the following rights and servitudes consisting of:

- (1) The underground pipeline at 'Ras Hanzir' limits of Paola, measuring approximately two hundred ninety two metres (292m), bounded on all sides by Government property indicated in blue as point 'A' to point 'A1' shown on Plan Property Drawing number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), attached to deed and marked as Document 'G'; and
- (2) The underground pipeline at 'Ras Hanzir' limits of Paola, measuring approximately three hundred ninety five metres long (395m), bounded on all sides by Government property indicated in blue as points 'C' to points 'C1' and 'C2' shown on Plan Property Drawing number two thousand and nine underscore six hundred and seventy underscore letter 'A' (P.D. 2009_670_A), attached to deed and marked as Document 'G';

Type of transfer

In the case of mixed transfers, mark all applicable boxes

Sale	<input type="checkbox"/>	Emphyteutical concession	<input type="checkbox"/>	Donation	<input type="checkbox"/>	Exchange	<input type="checkbox"/>
Assignment on Partition	<input type="checkbox"/>	<i>Datio in solutum</i>	<input type="checkbox"/>	Other (<i>specify</i>) Constitution of rights and servitudes over property		<input type="checkbox"/>	<input type="checkbox"/>

The manner in which the property was acquired

In the case of mixed acquisitions, mark all applicable boxes

Purchase	<input type="checkbox"/>	Emphyteutical concession	<input type="checkbox"/>	Donation	<input type="checkbox"/>	Exchange	<input type="checkbox"/>
Inheritance	<input type="checkbox"/>	Assignment on Partition	<input type="checkbox"/>	Other (<i>specify</i>) Constitution of rights and servitudes over property		<input type="checkbox"/>	*

Name of Broker N/A	I.D./I.T. Number N/A
--------------------	----------------------

**SECTION C
DUTY ON DOCUMENTS AND OTHER TRANSFERS (DDTA)**

Exemptions and relief

A transfer from one company to another that qualifies for the intra-group exemption under art. 43 DDTA	<input type="checkbox"/>
An assignment that is exempt in terms of art. 32(1) DDTA	<input type="checkbox"/>

A partition of inherited property that is exempt in terms of art. 32(5) DDTA	
A transfer that is exempt from duty for reasons other than those mentioned above <i>Specify grounds for exemption:-</i> Govt. general exemption	
A transfer that qualifies for relief from duty under art. 32(4) DDTA	

Dutiable value of property	Nominal value of €1			
Amount of duty payable	NIL			
P.S. Number	N/A			
SECTION D TAX PAYABLE UNDER THE INCOME TAX ACT				
Name of Transferor	Final Tax at 12%	Final Tax at 7%	Provisional tax	Total
Govt of Malta				exempt
Authority for Transport in Malta				Exempt
Total				exempt

SECTION E BANK DRAFT/CHEQUE DETAILS		
Tax/Duty payable under:-	BANK	BANK DRAFT/CHEQUE NUMBER
Duty on Documents and Transfers Act	NIL	NIL
Income Tax Act	NIL	Nil

NAME OF NOTARY Notary Keith Francis German (9)

SIGNATURE OF NOTARY _____

FOR OFFICIAL USE	
Provisional C.G.T. Paid: Lm _____	Duty on Documents: Lm _____
Final Withholding Tax: Lm _____	Provisional Duty: Lm _____
	Total: Lm _____
Receipt No/s _____	Receipt No/s _____
_____	_____
_____	_____
Date of Receipt/s _____	Date of Receipt/s _____
Receiving Officer _____	Receiving Officer _____

The Inland Revenue Department uses the information provided, to process this form in accordance with the Income Tax Acts and subsidiary legislation. We may check information provided by you, or information about you provided by a third party, with other information held by us. We will not disclose information about you to anyone outside the Inland Revenue Department unless permitted by law. The Inland Revenue Department treats your personal information in accordance with the Data Protection Act 2001 (Cap 440) to protect your privacy. Any queries may be addressed to The Data Controller, Inland Revenue Department, Floriana, CMR 03.

FORMOLA A

APPLIKAZZJONI GHAL TITOLU:

numru:

Data:

Hlas:

Ricevitur:

XORTA TA' APPLIKAZZJONI:

L-ewwel registrazzjoni

DESKRIZZJONI TAL-PROPRJETA:

Id-drittijiet ta' kumpens a rigward is-sehem ta' nofs indiviz ta' art tal-kejl cirka tmien mija disgha u disghin metru kwadru (899mk) fis-Sghajtar gewwa n-Naxxar, konfinanti mill-punent ma' propjeta' ta' Loreta Sammut jew is-successuri taghha, mil-lvant ma' propjeta' ta' Francis Buttigieg u ohrain jew is-successuri taghhom u mit-tramuntana parti ma' propjeta' tal-Gvern ta' Malta u parti ma' propjeta' ta' Gina Scerri jew is-successuri taghhom jew irjeh aktar verjuri.

Bejjiegh:

Gvern ta' Malta

Xerrej:

Enemalta Corporation

RESTRIZZJONIJIET:

Kuntratt tan-Nutar Dottor Keith German LL.D. tal-25/8/2014

BAZI TA' L-APPLIKAZZJONI:

Skont kuntratt tan-Nutar Dottor Keith German datat 25/8/2014

VALUR JEW KONSIDERAZZJONI:

An annual and temporary ground rent of seven hundred fifty one Euro (€751) payable yearly in advance for the period of sixty five (65) years reckoned from the thirtieth (30th) day of April of the year two thousand and four (2004) and is revisable on the thirtieth (30th) day of April of the year two thousand and nineteen (2019), revisable upwards every fifth year of the grant by fifteen per cent on the ground rent payable annually in terms of the deed in each year in the immediately preceeding five year term of the grant on temporary emphytuesis for the period above indicated as per deed published by me on the twenty fifth (25th) day of August of the year two thousand and fourteen (2014).

LISTA TAD-DOKUMENTI PREZENTATI:

1. Kopja tal-Kuntratt Not. Keith German LL.D. tal-25/8/2014
2. Pjanta u Survey Sheet inserita annessa ma' LRA334/2012

Jien hawn taht iffirmit niddikjara li kull ma jinsab f'din il-formola sa fejn naf jien huwa veru, u li jiena ivverifikajt id-dokumenti rilevanti, u ma hemm ebda fatt li jien naf bih li hu kuntrarju ghal dak migjub fid-dokumenti.

Nutar Dottor Keith Francis German LL.D.

Taqsimha Propjeta' tal-Gvern (4)