

**Property Valuation**

Ref: C00585.01\_17(A)\_2022

**Commercial premises in  
*Triq il-Fniek*  
B'Kara  
Malta**

**17<sup>th</sup> May 2022**



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17<sup>th</sup> May 2022

Our Ref: C00585.01\_17(A)\_2022

**Valuation:** Commercial premises in Triq il-Fniek, Birkirkara, Malta.

In arriving at the present valuation, I have had regard for the matters described in the Valuation Report attached hereto, following inspection by myself or my appointed delegate.

The property is freehold and occupied by a Tenant, so that, should it be sold, any purchaser would acquire free and unencumbered possession thereof, subject the conditions of the lease agreement.

On the basis of the characteristics and conditions described in the Valuation Report, as well as current market trends, I estimate the value of the freehold interest in its current state to be circa **€2,930,000** (*two million nine hundred and thirty thousand Euro*).

A handwritten signature in dark ink, appearing to read 'David Felice', is written over a horizontal dotted line. Below the signature, the name 'David Felice' and the text 'o.b.o. AP Valletta Ltd.' are printed.

**David Felice**  
o.b.o. AP Valletta Ltd.

Encl: Valuation Report

17<sup>th</sup> May 2022

Our Ref: C00585.01\_17(A)\_2022

## Valuation Report

1. **Client** Malta Properties Company plc.
2. **Object of Valuation** Commercial premises in *Triq il-Fniek*, Birkirkara, Malta.
3. **Proprietor** BKE Property Company Ltd.
4. **Compliance with Valuation Standards**

The valuation has been prepared in accordance with the *Kamra tal-Periti* Valuation Standards for Accredited Valuers (2012), which are largely based on the TEGOVA Valuation Standards (2009). Any reference hereafter to the “Valuation Standards” is to be inferred as a reference to the afore-mentioned Standards published by the *Kamra tal-Periti*. Such standards are considered to be an adequate replacement for the standards and guidelines required to be adopted by the MFSA namely the valuation standards of the Royal Institute of Chartered Surveyors (RICS).
5. **Capacity of Valuer**

The undersigned has taken on this assignment as an External Valuer as defined in the Valuation Standards.
6. **Special Conditions**

This report is confidential to the Client named above for the specific purpose described below. It may be disclosed to other professional advisors assisting the Client in respect of that purpose, but the Client shall not disclose the report to any other person. Neither the whole nor any part of this report, or reference to it, may be included in any published documents, circular or statement without the prior written consent of the undersigned.

The undersigned is responsible only to the Client and any other person making use of this valuation shall do so solely at his or her risk.

The title of ownership has not been investigated and such investigation was not within the scope of this valuation, nor does it fall within the competence of the undersigned. The considerations regarding title are as reported to the undersigned by the Client or the Client’s Customer, and any comments regarding title are being made in order to



make the Client aware of any potential issues that could affect the value or the marketability of the property. The undersigned accepts no liability in this regard.

## 7. Basis of Valuation

This report leads to an estimation of the "Market Value" of the property, as defined in the European Council Directive 2006/48/EC, that is, *"the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."*

Without prejudice to the foregoing, the price stated in this valuation is deemed to be the best price at which the sale of an interest in the property might reasonably be expected to have been completed unconditionally for cash consideration on the date of valuation, subject to the following premises:

- a. a willing seller;
- b. prior to the date of valuation there had been a reasonable period for the proper marketing of the interest, for the negotiation and agreement of the price and the terms of sale, and for the completion of the sale. In this particular case, and due to the high-end type of property being considered, this reasonable period could entail a number of years, due to the restricted market for this type of property;
- c. the state of the market, level of property values and other relevant circumstances were, on the date of exchange of contracts, the same as the date of valuation;
- d. the absence of any additional bid by a purchaser with a special interest in the acquisition of the interest;
- e. a good freehold title can be shown and the property is not subject to any unusual or onerous restrictions, encumbrances or outgoings;
- f. the property is unaffected by any Statutory Notice and neither the property nor its use, actual or intended, gives rise to a contravention of any Statutory Requirements;
- g. the property is free from latent defects and no deleterious materials have been used in its construction;

- h. only a visual inspection of the property was carried out to establish the condition of repair and, unless otherwise specifically stated herein, and in that event only to the extent so specified, no parts of the property which were covered, unexposed or otherwise inaccessible to visual inspection have been inspected, and no tests have been made as to whether or not such parts are free of defects, so that the valuation assumes that a structural survey would reveal no major defects involving substantial expenditure.

<b>8. Date of Inspection</b>	The property was inspected on the 24 <sup>th</sup> February 2022 in the presence of representatives of the Proprietor and Tenant.
<b>9. Inspected by</b>	Matthew Vella Critien, for and on behalf of AP Valletta Ltd, as appointed delegate of the undersigned.
<b>10. Purpose of Valuation</b>	This valuation has been prepared in response to a request by the Client to assess the market value of the property for the purpose of a bond issue.
<b>11. Description</b>	
<i>Property Type:</i>	The property consists of a plot of land with an area of approximately 1,070m <sup>2</sup> which houses a detached three storey building which is used as offices.
<i>Construction Type:</i>	The block is considered to be constructed using typical load bearing masonry walls, with reinforced concrete slabs supported on masonry walls as well as concrete block walls.
<b>12. Tenure</b>	The property is freehold, as indicated in the copy of the title deed provided by the Proprietor, which deed relates to a larger property held by the Proprietor and of which the property under review forms part (refer to Annex 6).
<b>13. Occupation</b>	At the time of inspection, the property was occupied by Epic Communications Limited, which acquired the previous Tenant (Vodafone). The lease agreement is enclosed at Annex 7 and is for a definite period of 15 years which commenced on the 1 <sup>st</sup> January 2015. The rent due is revised upwards on an annual basis in accordance with the Retail Price Index, and maintained as per the preceding year should such Index be negative.

**14. Age** Judging by the methods and style of construction, the state of the property and the date of issue of planning permits, the property is considered to be circa 30 years old.

**15. Location**

*Aspect:* The property is located in a predominantly residential area, and in close proximity to *Triq Psaila* which is a busy thoroughfare and which houses a number of commercial outlets (retail and offices).

*Surroundings:* Properties in the immediate vicinity of the property under report generally consist of terraced houses and apartment blocks. The site to the immediate East of the property houses a telephone exchange and offices, owned by the Proprietor.

*Amenities:* The property lies within a reasonable walking distance to most common amenities such as shops and public transport routes.

**16. Common Areas** The property does not share any facilities with third parties. The party walls are assumed co-owned in equal parts with the owners of the adjacent properties.

**17. Local Authority** Birkirkara Local Council.

**18. Accommodation** A land survey of the property under report was not carried out and such survey was not within the scope of this valuation. The areas indicated below were measured using the Code of Measuring Practice in the Valuation Standards. The areas indicated below are indicative only and were calculated from the plans presented by the Client (enclosed in Annex 4).

Floor	Space use	Area (m <sup>2</sup> )
Ground Floor	Office/retail areas	≈ 448
	Circulation space	≈ 66
	<b>Net Internal Area, NIA</b>	<b>≈ 514</b>
	Walls/ancillary	≈ 81
	<b>Gross External Area, GEA</b>	<b>≈ 595</b>
First Floor	Office areas	≈ 231
	Circulation space	≈ 50
	<b>Net Internal Area, NIA</b>	<b>≈ 281</b>
	Walls/ancillary	≈ 75
	<b>Gross External Area, GEA</b>	<b>≈ 356</b>
Second Floor	Office areas	≈ 202
	Circulation space	≈ 15

Floor	Space use	Area (m <sup>2</sup> )
	<b>Net Internal Area, NIA</b>	<b>≈ 217</b>
	Walls/ancillary	≈ 53
	<b>Gross External Area, GEA</b>	<b>≈ 270</b>
<b>Totals</b>	<b>Net Internal Area, NIA</b>	<b>≈ 1,012</b>
	<b>Gross External Area, GEA</b>	<b>≈ 1,221</b>

<b>External areas and outbuildings</b>		
<i>External Areas</i>	Yard at ground floor	≈ 450

## 19. The Site

**Boundaries:** Site boundaries of the property are clearly defined by party walls all round, and one frontage onto a public road, *Triq il-Fniek*.

**Physical Characteristics:** The site is situated on slightly sloping ground with no known unusual characteristics. A ground investigation was not carried out, and no details were provided by the Client as to any such investigation carried out. This valuation therefore assumes that any technical investigations would not reveal any ground conditions that would have a significant impact on the value of the property, including but not limited to fissures, the presence of clay, and ground contamination.

The site has a frontage of approximately 37.3m on *Triq il-Fniek*. The total area of the site in question is approximately 1,070m<sup>2</sup>.

**Easements:** No signs of any easements or burdens were observed. The Client has no knowledge of the existence of any easement.

**Hypothecs – Privileges:** As informed by the Client the property is not subject to any general hypothecs registered on the properties of the Proprietor and there are no special hypothecs and / or special privileges burdening the property under review.

## 20. Roads

*Triq il-Fniek* is made up and surfaced with tar macadam, which is in a good condition. Adjacent roads are also made up and surfaced. The street and adjoining access roads have street lighting installed.

## 21. Planning Considerations

The property falls under the requirements of the Central Malta Local Plan (CMLP) published by the Malta Environment and Planning Authority (MEPA). The planning

functions of the MEPA have been taken over by the Planning Authority (established in 2016).

The area within which the property is situated is zoned as a Residential Area under Policy CG07, which permits a number of uses (Refer to Annex 3). The allowable building height established by the Local Plan is of three floors with overlying receded level, as further defined in the Development Control Design Policy, Guidance and Standards 2015 (DC15). Annex 2: Interpretation of Height Limitation of DC15 defines the maximum allowable height to be 16.30m.

Based on the drawings provided by the Client, the current height of the building measured from the highest pavement level is 11.6m which leaves an approximate remaining 4.7m of airspace which could be developed over and above the existing building. It is noted that within the maximum height limitation, any additional floor constructed shall have a minimum clear internal height in accordance with Sanitary Legislation. The addition of any floor space above the current building height is subject to structural considerations regarding the capacity of the building to withstand additional loading.

The following applications for development permission were traced on the website of the Planning Authority in relation to the property under review:

- PA/01182/93:** To carry out extension – Approved (August 1993)
- PA/06518/94:** To construct an additional mezzanine floor for office use and construct Board Room over existing waiting area – Approved (May 1995)
- PA/00181/94:** Change of use of part of premises from telephone exchange to sales office for the same company – Approved (May 1994)
- PA/06494/97:** To extend floor area of second floor into commercial building – Approved (April 1998)
- PA/02114/00:** Telecommunications Antennae – Approved (September 2000)
- PA/02961/03:** To erect 3 in number 2.4m diameter satellite dishes – Approved (July 2003)
- PA/02833/10:** Installation of 12m mast on existing building – Approved (May 2011)

**PA/00363/20:** Proposed sanctioning of all outdoor units situated within both sides and back curtilages as well as those at roof levels, Internal alterations and additions; some of the antennas at roof levels and External alterations and additions. Proposed sanctioning of structure on the back second floor level terrace to screen the tank diesel supply and ac units. Proposed removal of existing generator from the side curtilage and proposed installation of a new generator at second floor level – Approved (October 2020)

A copy of the permit and permit drawings for PA/00363/20 is enclosed in Annex 5. Clearance by the Building and Construction Authority (BCA) for the commencement of the construction and demolition works approved by this permit was granted on the 22<sup>nd</sup> March 2022. This valuation is, however, based on the state of the building as at the date of inspection.

It is noted that, although the current uses of the property as offices and retail premises are not contemplated by the Local Plan Policies (site zoned primarily for residential use), such uses were in place prior to the issue of the Local Plan. Also, the numerous planning permits listed above, in particular the latest application, confirm that the current uses are tolerated.

It is to be further noted that there does not appear to be any currently active enforcement action on the property.

**22. Statutory considerations** It is being considered that the property in its current state is compliant with the latest approved permit PA/00363/20, which sought to sanction any deviations between the previously approved permits and the as-built situation. Although the internal floor to ceiling heights were not indicated on the approved drawings, it is noted that the minimum permissible internal height of 2.4m from floor to soffit is generally respected throughout.

**23. Building Services** This is not a condition report. A visual inspection has been made of the readily accessible services. No tests have been made.

Water Services	Description and Notes
1st class water supply	Government mains
1st class storage	Water Storage Tanks
2nd class water supply	Not available

Rainwater storage	Not available
Fire-fighting system	Argonite fire suppression for server room. Sprinklers installed in high risk areas. Fire blankets in kitchens, various Fire extinguishers throughout.
Soil water treatment	Not available
Soil water disposal	To main sewer
<b>Electrical/ELV services</b>	<b>Description and Notes</b>
Main power supply	Government Mains
Essential power supply	Yes
Alternative power supply	Diesel Generator
Intruder detection	Installed throughout
Intruder alarm system	Installed
Fire detection system	Installed including smoke/heat detection and alarms
Energy saving system	LED lighting in the majority of areas
<b>Other services</b>	<b>Description and Notes</b>
Lifts	One installed
Air-conditioning system	Wall mounted individual units, VRV/VFRF systems also including ventilation system in many areas
Central heating	Via ACs installed
Under-floor heating	Not available
TV services	Installed
Telephone service	Installed
CCTV system	Installed throughout
Access Control	Biometric and/or Card access throughout
PA system	Installed in some areas
Wi-Fi	Installed in some areas

#### 24. Components, Finishes and Condition of Repair

This is not a condition report. No surveys or inspections were made of unexposed or inaccessible parts of the structure. However, the following were noted by visual inspection:

The structure appears to be in good condition where visible. It is to be noted that in the majority of spaces the ceiling slabs are concealed due to the presence of suspended ceilings. Minor cracks were visible on the roof

floors though it is also evident that routine maintenance is carried out.

Finishes are generally of a good standard throughout the property. Office areas include painted and plastered walls and suspended tiled gypsum ceiling soffits. The floor finishes in the office areas vary and include ceramic floor tiles at ground floor, a combination of laminate timber flooring, fitted carpet ceramic floor tiles and small areas of vinyl flooring at first floor and second floor. The main staircase is clad in marble with anti-slip strips and an aluminium balustrade. Mechanical ventilation is installed in some areas. Air conditioning is installed either concealed above soffit or wall mounted in most office areas.

The finishes in the back of house/equipment areas include vinyl flooring which is most likely to be anti-static installed in the data centre, the power supply unit room and switch room. The floor finishes in the control room consist of a raised floor and fitted carpet. The plant room, store and garage floors are finished in concrete. The plant room walls and ceiling are clad in perforated metal sound absorbing panels throughout which most likely also provide fire protection. The ceiling in other areas mentioned consists of either tiled suspended ceilings or plastered and painted concrete soffits. Most equipment spaces are mechanically ventilated and cooled to optimum conditions.

Bathroom walls and floors are tiled with ceramic and gres tiles depending on the areas. Aluminium partitions separate the sanitary units.

Most internal doors are in timber. Fire rated doors seem to be installed in areas as indicated in the latest permit drawings.

External components such as doors and windows are a mix of glazed steel and aluminium doors and windows. Two large, automatically opening gates control access around the perimeter of the building.

External walls are in fair faced masonry (*fuq il-fil*), and a water-proofing membrane has been installed on the lower terrace. The roofs are concrete with what seems like a painted water proofing system. At second floor, external plant including VRVs and a diesel storage tank are concealed with a high steel louvered enclosure.

Workmanship is of a good quality throughout. All the building services described previously appear to be in good working order. Overall, the property is considered to be



well finished for its intended use, and it is being considered that a major refurbishment would not be required before at least 10 years' time, barring any extraordinary events.

## **25. Environmental Considerations**

The facades of the building located within the property are exposed all round and therefore the building is exposed to solar gains throughout the day. The property does not include any energy-saving aspects that could be detected during the inspection carried out.

Since the latest application for development permission for this property was submitted after the 1st January 2016, it should comply with the guidelines set out in Documents F - Part 1: Minimum Energy Performance Requirements for buildings in Malta and Part 2 Minimum Energy Performance Requirements for Building Services in Malta.

An assessment of the proposal's compliance with such Guidance was not carried out and such assessment was not within the scope of this valuation. It is however recommended that such assessment is carried out, and that the Client is provided with a copy of such assessment. The undersigned reserves the right to amend this report and the attached valuation certificate once such assessment is made available.

## **26. Additional Comments**

Since the Local Plan allows for the construction of a receded floor, and since the current uses are permitted despite not complying with the Local Plan as outlined above, it is being considered that the Planning Authority would permit the extension of the first and second floor to match the footprint at ground floor together with the construction of a receded level at third floor, and that such additions may be used as offices.

## **27. Valuation methodology**

The market value of commercial property is calculated on the basis of the income approach. In this valuation the Discounted Cash Flow calculation has been applied. This method is based on a yield during a period under review of 10 years. The yield is realised by making an investment on the date of valuation in order to subsequently receive cash flows during the period under review. The discount rate for subject property is equal to 6.0% which is estimated on the basis of the yield on long-term government bonds (risk-free return), increased by a risk premium that depends on the degree of risk of the property sector, the investment risk of the immovable property itself and the rate of inflation.

The cash flows consist of projected rental income less loss of rental income, rental tax, rental costs for vacancy, overdue maintenance, any renovation costs and a final value at the end of the period under review. The operating costs are deducted from the annual income. During the period under review concerned, account is taken of periodic price increases such as the indexation of the rent and cost increases. The expected market rent is likewise subject to inflation. The current rental agreement does not state the contract rent on which a possible renewal of term would be based. It is therefore being assumed that the minimum rental revenue is equal to market rates and such market rates have been applied in the DCF upon expiry of the said lease. The final value is determined on the basis of the cash flow and an expected exit yield in year 11.

The value of the airspace has been established by using the residual value method. The value is based on the market value of the property upon completion taking into account planning regulations, future development possibilities, environmental factors, economic outlook by comparison with similar properties (comparative method) and a market rent-capitalisation method. The residual value is calculated by reducing this market value upon completion by the aggregate building costs (all-in construction costs), including associated costs, interest rate losses, and a profit and risk premium.

## **28. Impact of COVID-19**

The outbreak of the Novel Coronavirus (COVID-19) was declared by the World Health Organisation as a “Global Pandemic” on 11 March 2020, and has impacted global financial markets. By virtue of Legal Notice 115 of 2020, and in accordance with Article 14 of the Public Health Act, the Superintendent of Public Health declared that, with effect from the 7 March 2020, a public health emergency exists in Malta in terms of COVID-19. Travel restrictions have been implemented by many countries, including Malta, and many market operators were made to shut down or restrict their operations in line with the relevant legal instruments.

Market activity has been impacted in many sectors. In view of the situation, Malta is currently experiencing an uncertain and unpredictable real estate market. This has led to valuation uncertainty which is not measurable, because the only inputs and metrics available for the valuation are likely to relate to the market before the event occurred and the impact of the event on prices will not be known until the market has stabilised.

This valuation is therefore reported on the basis of 'valuation uncertainty' as defined in the European Valuation Standards 2016, and in line with the *Kamra tal-Periti* Valuation Standards COVID-19 Guidance Note (May 2020). While the estimated value is considered to be the best and most appropriate estimate based on the available information, it is the opinion of the undersigned that less certainty – and a higher degree of caution – should be attached to this valuation than would normally be the case.

Given the unknown future impact that COVID-19 might have on the real estate market, it is recommended that the Client keeps the valuation of this property under frequent review.



**David Felice**  
**o.b.o. AP Valletta Ltd.**

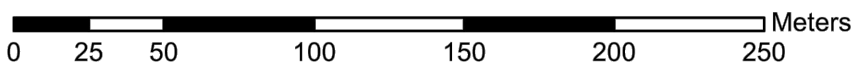
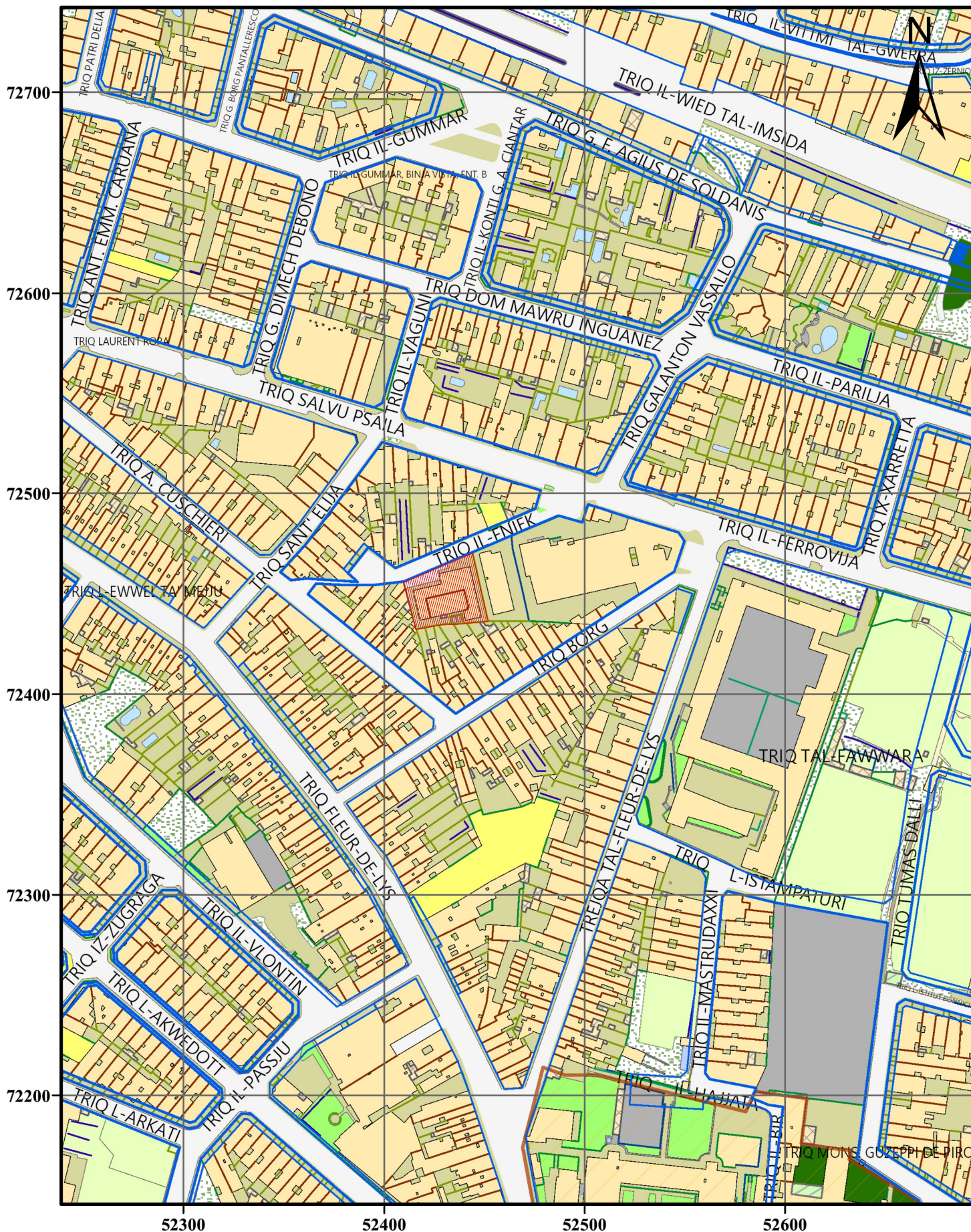
**Annexes:**

1. Site plan, 1:2500
2. Photographs
3. Extracts from the Central Malta Local Plan
4. Floor plans presented by Client
5. Planning permit and permit drawings from PA/00363/20
6. Title deed
7. Lease agreement









**1:2,500**

Date Printed: 02/11/2020

#### Public Geoserver

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 Data captured from: 2018 aerial photography. Truncated U.T.M. Coordinates.  
 Levelling Datum M.S.L. (Mean Sea Level).  
 Not to be used for interpretation or scaling of scheme alignments.

PA



**PLANNING AUTHORITY**

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project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS				
address	Commercial premises, Triq il-Fniek, B'Kara, MALTA				
photo sheet no.	1	date of inspection	24.02.2022		
ref no.	C 0 0 5 8 5 . 0 1 _ 1 7 A . 2 0 2 2				





project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS									
address	Commercial premises, Triq il-Fniek, B'Kara, MALTA									
photo sheet no.	2					date of inspection	24.02.2022			
ref no.	C 0 0 5 8 5 . 0 1 _ 1 7 A . 2 0 2 2									





project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS				
address	Commercial premises, Triq il-Fniek, B'Kara, MALTA				
photo sheet no.	3	date of inspection	24.02.2022		
ref no.	C 0 0 5 8 5 . 0 1 _ 1 7 A . 2 0 2 2				





project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS				
address	Commercial premises, Triq il-Fniek, B'Kara, MALTA				
photo sheet no.	4	date of inspection	24.02.2022		
ref no.	C 0 0 5 8 5 . 0 1 _ 1 7 A . 2 0 2 2				



project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS						
address	Commercial premises, Triq il-Fniek, B'Kara, MALTA						
photo sheet no.	5	date of inspection	24.02.2022				
ref no.	C	0	0	5	8	5	. 0 1 _ 1 7 A . 2 0 2 2





project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS									
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photo sheet no.	6					date of inspection	24.02.2022			
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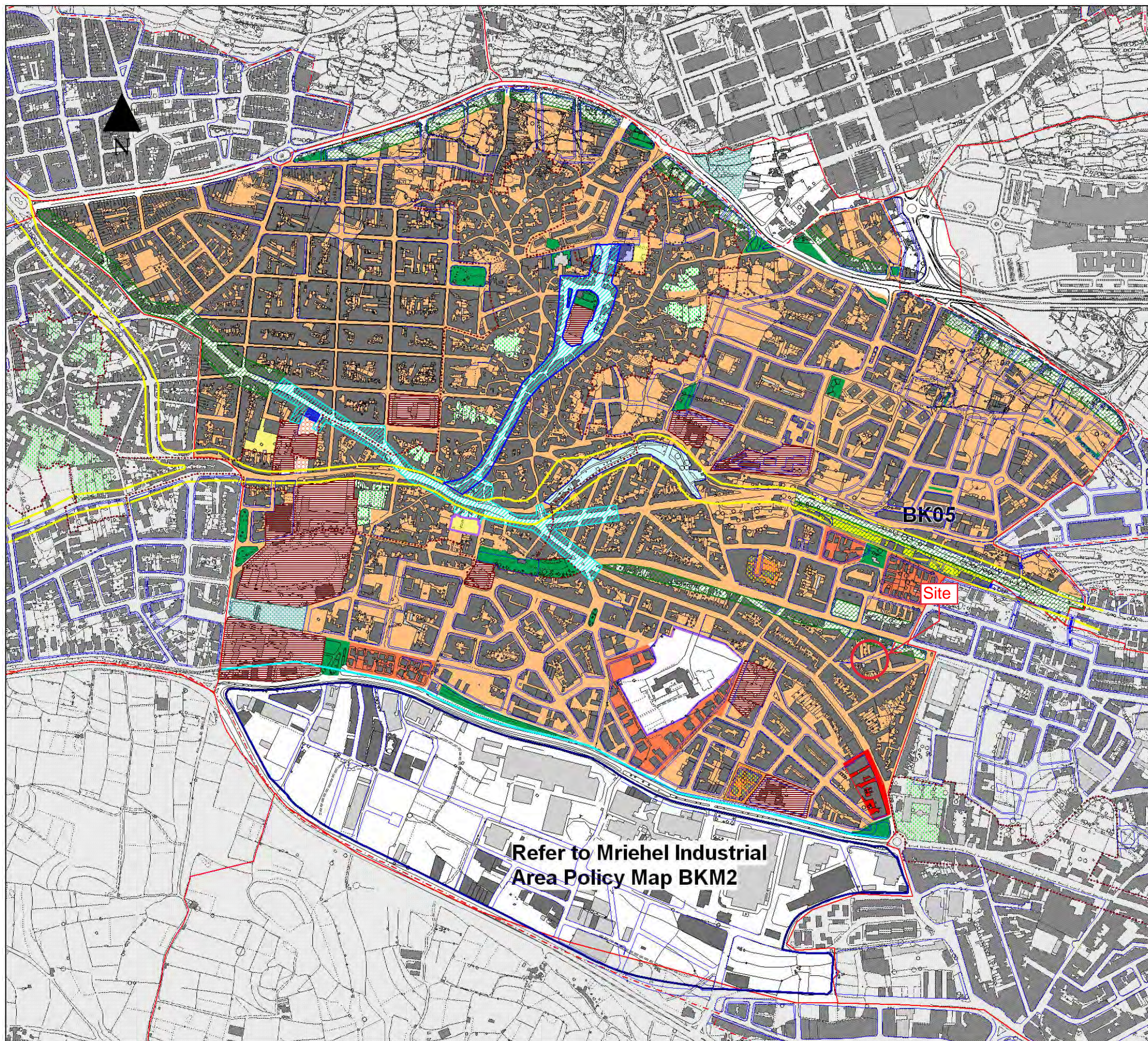




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photo sheet no.	7					date of inspection	24.02.2022			
ref no.	C 0 0 5 8 5 . 0 1 _ 1 7 A . 2 0 2 2									







# CENTRAL MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar

Malta Environment & Planning Authority

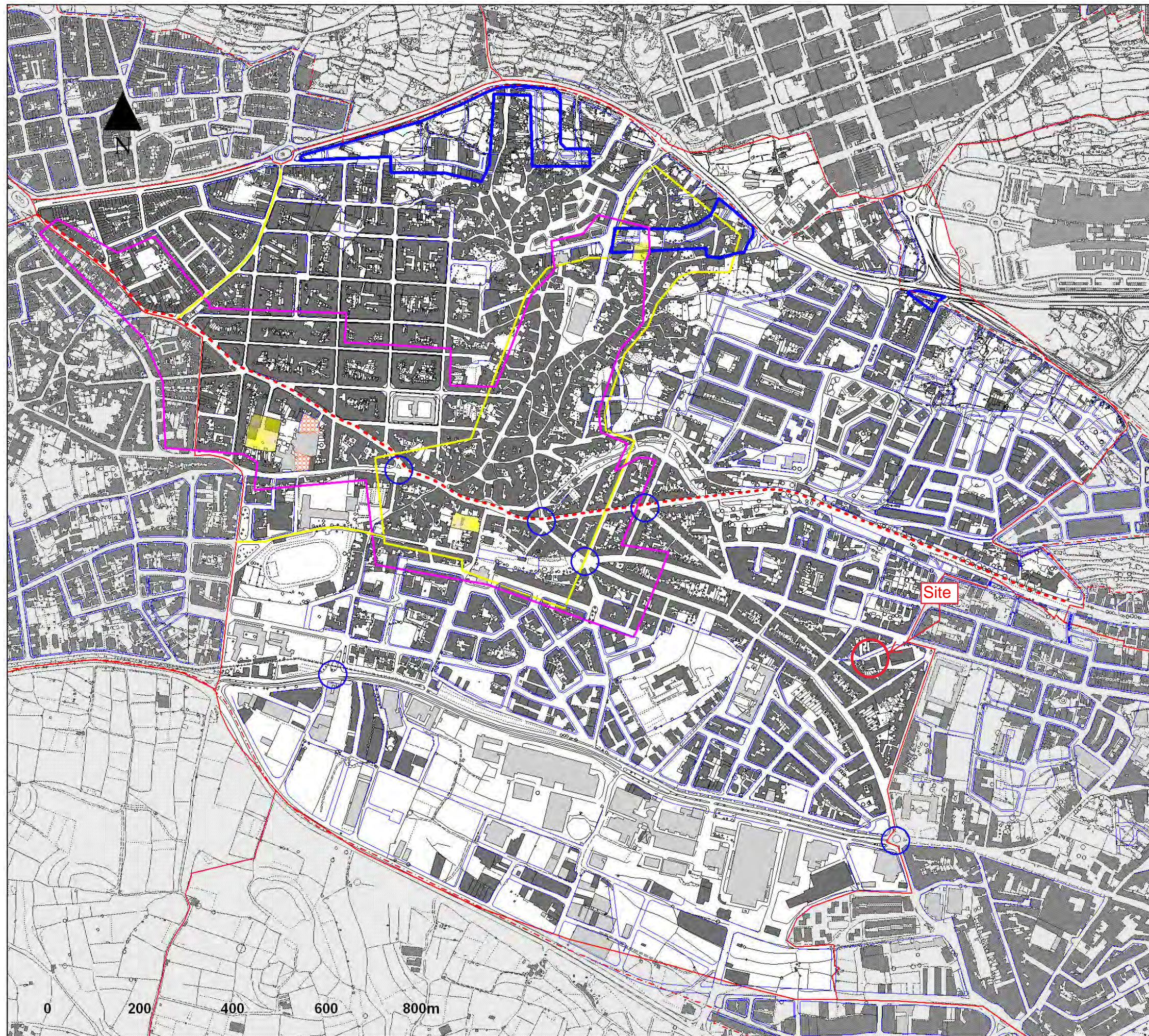
## Key

- Local Council Boundary
- Limit to Development (TPS)
- Urban Conservation Area CG09
- Retain Existing Use with extensions to Institutions
- Residential Areas CG07
- Residential Priority Area CG08
- Old People's Home BK02
- Green Areas CG18
- Valley Watercourse - no development area CG30
- Boundary marking approximate limit of zone which is prone to flood risk CG30
- Wignacourt Aqueduct
- Primary Town Centre CG12
- Local Centres CG13
- Civic Centre BK01
- Commercial Area CG14, BK05
- Commercial Area below upper street level, and residential priority area above upper street level CG14
- Rezoning to Primary Town Centre uses BK03
- Sports CG18
- Mriehel Industrial Area BK04
- CPPS Car Parks BK06
- Car Parks
- Villa Area identified for possible rezoning to Residential Area subject to Policy CG08
- Town Centre uses at ground floor only and residential units above
- Open Space Enclaves CG09

## Birkirkara Area Policy Map

Scale :	Date :	Map :
1:8000	July 2006	BKM1
INDICATIVE ONLY Not to be used for direct interpretation or for the interpretation of street alignments.		
Base Maps - 1988 Survey Sheets Copyright Mapping Unit, Malta Environment & Planning Authority		





# CENTRAL MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar

Malta Environment & Planning Authority

## Key

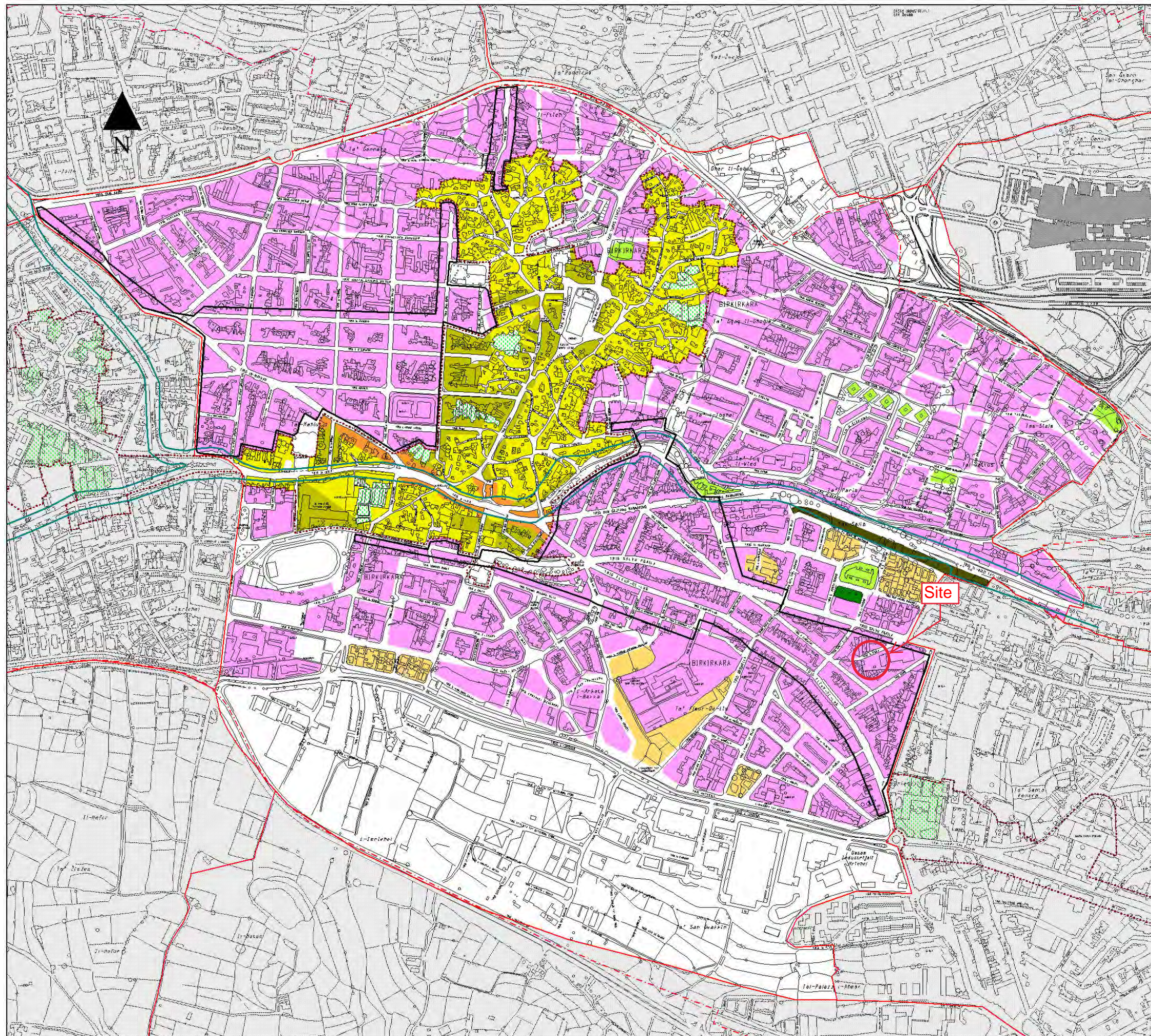
- Local Council Boundary
- - - Limit to Development (TPS)
- CPPS Car Parks BK06
- ▨ Car Parks
- ▭ Controlled Parking Zone BK07
- - - Traffic Management BK08
- ▭ Traffic Calming BK09
- ▭ Review of Scheme Alignment BK11
- Junction Improvement CG39, BK10

## Birkirkara Transport Policy Map

Scale :	Date :	Map :
<b>1:8000</b>	<b>July 2006</b>	<b>BKM3</b>
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# CENTRAL MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar  
Malta Environment & Planning Authority

## Key

- Local Council Boundary
- Limit to Development (TPS)
- Urban Conservation Area CG09
- Open Space Enclaves CG09

### Within UCA

(Without semi-basement)

- 2 Floors
- 3 Floors
- 3 Floors plus 1 Receded Floor CG06

### Outside UCA

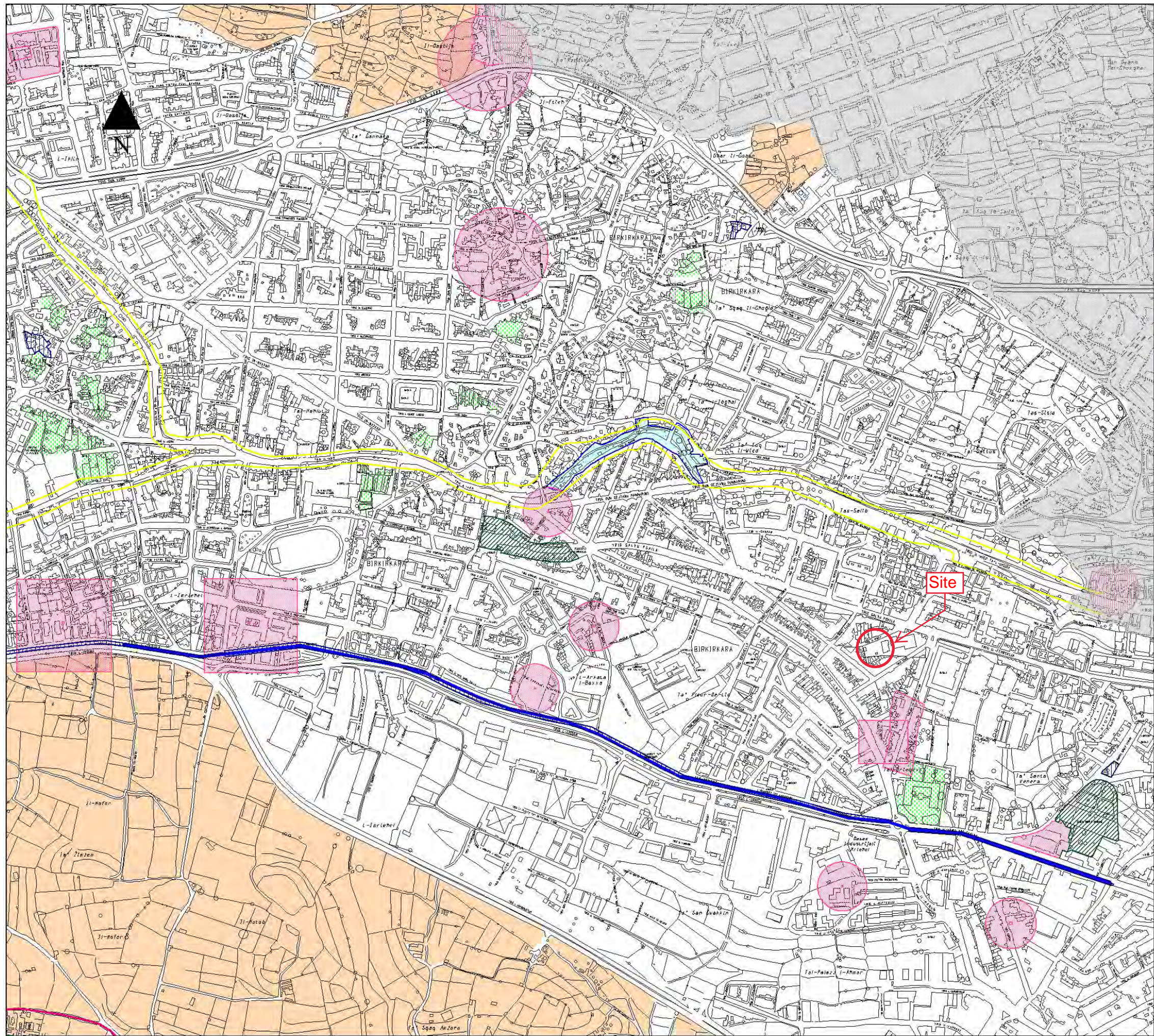
- 2 Floors plus semi-basement
- 2 Floors plus semi-basement from Upper Street Level
- 3 Floors plus semi-basement
- No semi-basement within area enclosed by black line
- 4 Floors without semi-basement
- 5 Floors without semi-basement
- Boundary marking approximate limit of zone which is prone to flood risk CG30

## Birkirkara Building Height Limitations Map

Scale : <b>1:8000</b>	Date : <b>July 2006</b>	Map : <b>BKM4</b>
INDICATIVE ONLY Not to be used for direct interpretation or for the interpretation of street alignments.		

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CENTRAL MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar  
Malta Environment & Planning Authority

Key

- Listed Archaeological Areas/Sites with buffer areas CG23
- Scheduled Areas/Sites
- Proposed Tree Preservation Order CG28
- Wignacourt Aqueducts
- Boundary marking approximate limit of zone which may be prone to flood risk CG30
- Valley Watercourse Areas - no development areas CG30
- Agricultural Areas CG24 (Awaiting Classification of Agricultural Value)
- Open Space Enclaves CG09

Areas/Sites of environmental, scientific and cultural importance may be added if scheduled or removed if descheduled by MEPA.

Birkirkara  
Environmental Constraints Map

Scale	Date	Map
1:8000	July 2006	BKM5
INDICATIVE ONLY Not to be used for direct interpretation or for the interpretation of street alignments.		

Base Maps - 1988 Survey Sheets  
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The Local Plan designates Residential Areas (RAs) within the Urban Development Boundaries of the following settlements as indicated in the relative Area Policy Maps:

Attard, Balzan, Birkirkara, Gharghur, Hamrun, Iklin, Lija, Mosta, Naxxar, Qormi and Sta. Venera

The following is a list of acceptable land-uses (new uses, extensions to existing uses, and change of uses) within all frontages located within the RAs.

- i. A mix of Class 1 (Use Classes Order, 1994) terraced residential development as detailed in the DC 2005, Part 3, and in accordance with the specific zoning conditions indicated in the same guidance, unless otherwise stated by a policy in this Local Plan;
- ii. Class 2 (Use Classes Order, 1994) residential institutions, provided that:
  - they are of a small scale and do not create adverse impacts on the residential amenity of the area;
  - Class 2 (a) institutions are located in close proximity to a town or local centre; and,
  - Class 2 (b) nursing homes and clinics are easily accessible from the arterial and distributor road network.
- iii. Class 3 (Use Classes Order, 1994) hostels.
- iv. Class 4 (Use Classes Order, 1994) small shops provided that:
  - the small shops (of any nature) are not to exceed a total floor area of 50 sqm each, and convenience shops are not to exceed a total floor area of 75 sqm each;
  - they comply with all the provisions of paras. 1.4.16 to 1.4.18 of the Interim Retail Planning Guidelines (2003); and
  - they comply with any relevant section of the DC2005 (design, access, amenity, etc.).
- v. Supermarkets provided that they comply with all the provisions of Policy CG17.
- vi. Class 5 (Use Classes Order, 1994) offices provided that:
  - the floorspace does not exceed 75 sqm;
  - they do not unacceptably exacerbate parking problems in a residential street that already has an acute under provision of parking spaces for residents; and,
  - they comply with any relevant section of the DC 2005(design, access, amenity, etc.).
- vii. Classes 7 and 9 (Use Classes Order, 1994) non-residential institutions, swimming bath or pool, skating rink, health club, sauna, sports hall, other indoor or outdoor land based sports or recreation uses not involving motorised vehicles or firearms, and interpretation centres, provided the facility:
  - is of a small scale and does not create adverse impacts on the residential amenity of the area;
  - is located on land already occupied by buildings and will replace these buildings provided they are not worthy of retention due to their historic/architectural merit and/or their contribution to the character of the area, unless land is specifically allocated for the facility by this Local Plan; and,
  - the immediate surroundings of the site are already of a mixed use character.

viii. **Class 8 (Use Classes Order, 1994) educational facilities, provided that access and the character of the area are taken into account and are deemed adequate by MEPA to allow the safe and neighbour compatible use of such facilities.**

ix. **Class 11 (Use Classes Order, 1994) business and light industry provided that:**

- **The gross floor area of the premises does not exceed 50 sqm (including storage of materials and/or finished products);**
- **The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;**
- **The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. hammers, mallets etc);**
- **The activity employs less than 5 people; and**
- **The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.**

**Examples of acceptable uses considered by MEPA include tailor, cobbler, lace making and computer and electronic repair. Moreover, examples of unacceptable uses include carpentry, panel beating, mechanic, mechanical plant servicing, spray painting and bakery.**

**Proposals to convert from existing Class 12 (Use Classes Order, 1994) general industry to Class 11 (Use Classes Order, 1994) business and light industry within designated Residential Areas shall only be considered acceptable by MEPA if all the conditions listed above are adhered to, and provided that it can be proven that the Class 12 Use (general industry) operation is a permitted one and the Class 11 Use (business and light industry) operation is actually more neighbourhood compatible than the Class 12 Use operation it intends to replace.**

x. **Taxi Business or for the hire of motor vehicles as per para. 6.15 of DC2005.**

**Land-uses falling outside those mentioned above will not be considered favourably within the designated RAs, unless there are overriding reasons to locate such uses within these areas.**

3.3.19 Residential Areas are the predominant land use in the urban areas especially on levels above ground floor. The range of non-residential activities, especially at ground floor level, tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local need, spread throughout the predominantly residential area. Garage businesses, schools, showrooms, bars and other uses can also be found in some residential areas, but the range and scale of the mix of uses is greatly influenced by the locality itself.

3.3.20 This policy seeks to guide the future growth of Residential Areas primarily by encouraging the location of more dwelling units within them. It is not the intention of MEPA to create “dormitory towns” through a rigid zoning policy, but it is important that these areas remain primarily an attractive place to live in and remain predominantly residential in use. This policy applies to all sites within the Residential Areas, unless a specific site is controlled by other policies in this Local Plan, in which case the site-specific policy should take precedence.

3.3.21 This policy also identifies those non-residential uses that can be located within the Residential Areas because they support and enhance community amenity (such as very small shops, old people’s homes or kindergartens) and/or do not create adverse environmental impacts (such as small offices and small health facilities or visitor attractions). The policy specifically excludes land-uses that are deemed to be incompatible with Residential Areas due to their nature and scale of activity, such

as bad neighbour industrial uses. In this regard, acceptable light industrial uses in residential areas shall only include very low impact industrial activities such as electronic repair, servicing and maintenance as well as handcrafts that do not inherently require the use of electrical machinery, especially those related to textiles. Activities which require the extensive use of manual percussive tools (eg. hammers, mallets etc) are not deemed compatible with residential areas.

## **CG08**

## **Residential Priority Areas**

**The Local Plan designates Residential Priority Areas (RPAs) within the Urban Development Boundaries of the following settlements as indicated in the relative Area Policy Maps:**

**Attard, Balzan, Birkirkara, Gharghur, Hamrun, Iklin, Lija, Mosta, Naxxar and Sta. Venera**

**The acceptable land-uses (new uses, extensions to existing uses and change of uses) within all frontages located within the RPAs are:**

- i. A mix of Class 1 (Use Classes Order, 1994) terrace houses, maisonettes and flats on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC2005, Part 3, unless otherwise stated by a policy in this Local Plan; and**
- ii. A mix of Class 1 (Use Classes Order, 1994) detached and semi-detached dwellings on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC2005, Part 3, unless otherwise stated by a policy in this Local Plan.**

**If a master plan agreed to by 75% of the owners of the gross floor area for each of the identified sites at Birkirkara, Hamrun and Santa Venera as indicated on Maps BKM1, HAM1 and SVM1 is submitted to MEPA, the re/development of the identified villa sites to terrace houses, maisonettes and flats may be considered favorably by MEPA under the following conditions:**

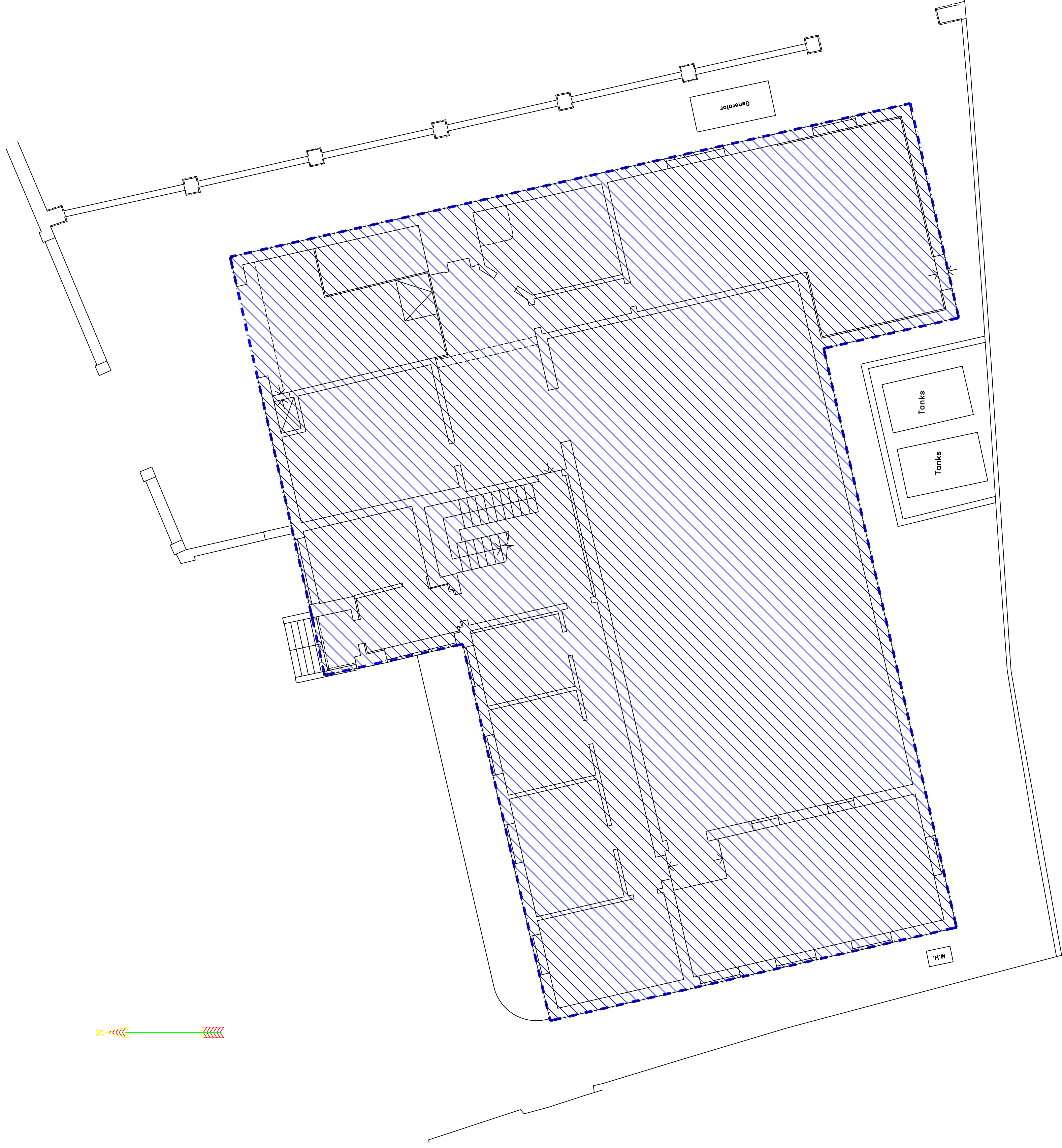
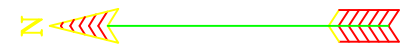
- a) The uses comply with Policy CG07 Residential Areas; and**
- b) The height limitation is for three floors plus semi-basement for all these sites notwithstanding that this does not conform to the building height limitation as indicated in the relevant Building Height Limitations Maps.**

**In the absence of an approved master plan, development of individual plots should follow the conditions set out in the DC 2005 for the relevant Villa Areas.**

- 3.3.22** Residential Priority Areas are generally used exclusively for residential purposes. RPAs are distinct from other urban areas because of the particular building design of the existing semi-detached/detached dwellings and bungalows, lower densities and appreciable landscaped areas within individual sites. These areas can be extensive such as in the case of Naxxar and Iklin, or may consist of small enclaves such as in Birkirkara, Mosta and Blata-l-Bajda. The proliferation of non-residential uses within these RPAs is likely to have a serious impact on their particular residential character and amenity, and is therefore not permitted by MEPA.

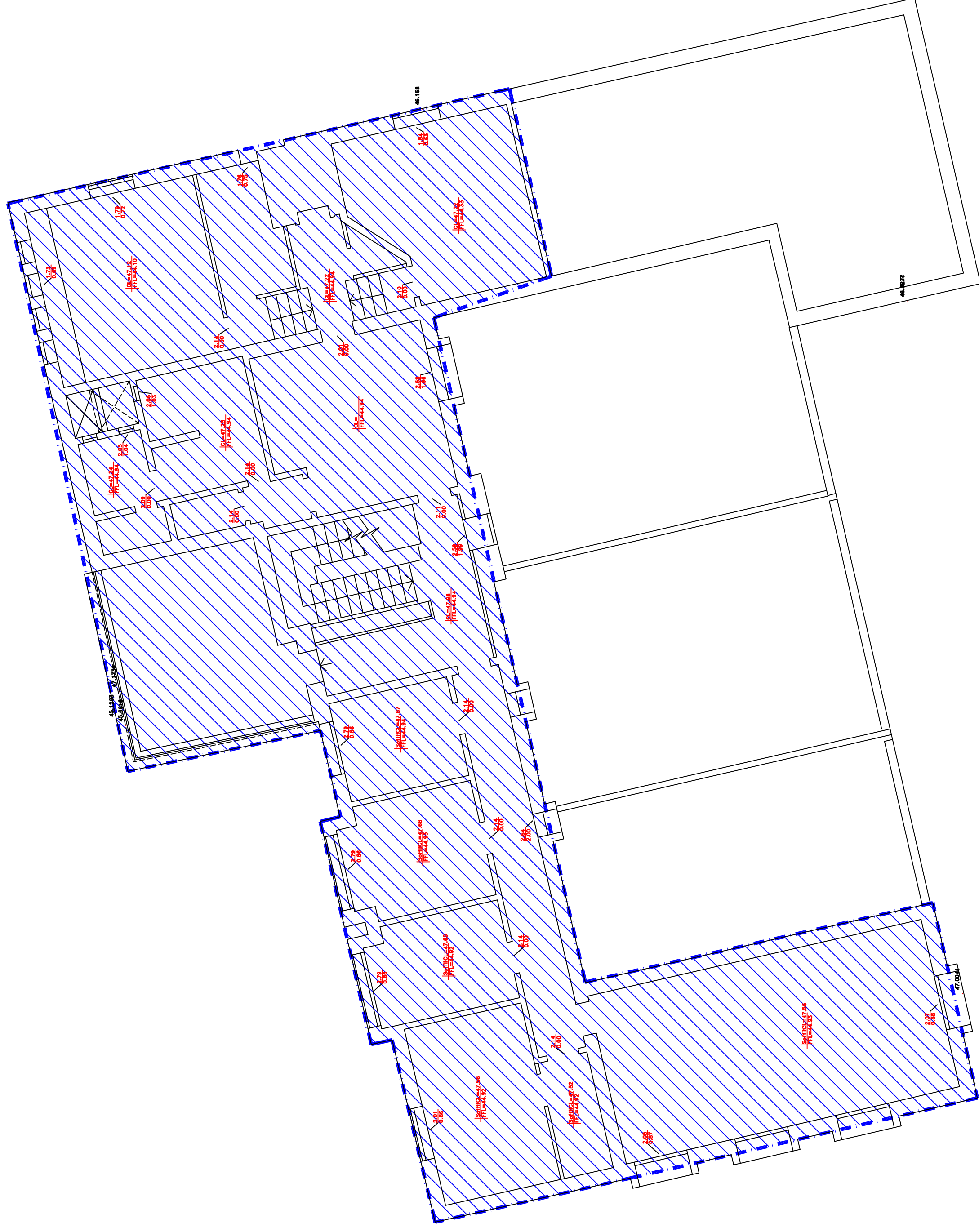






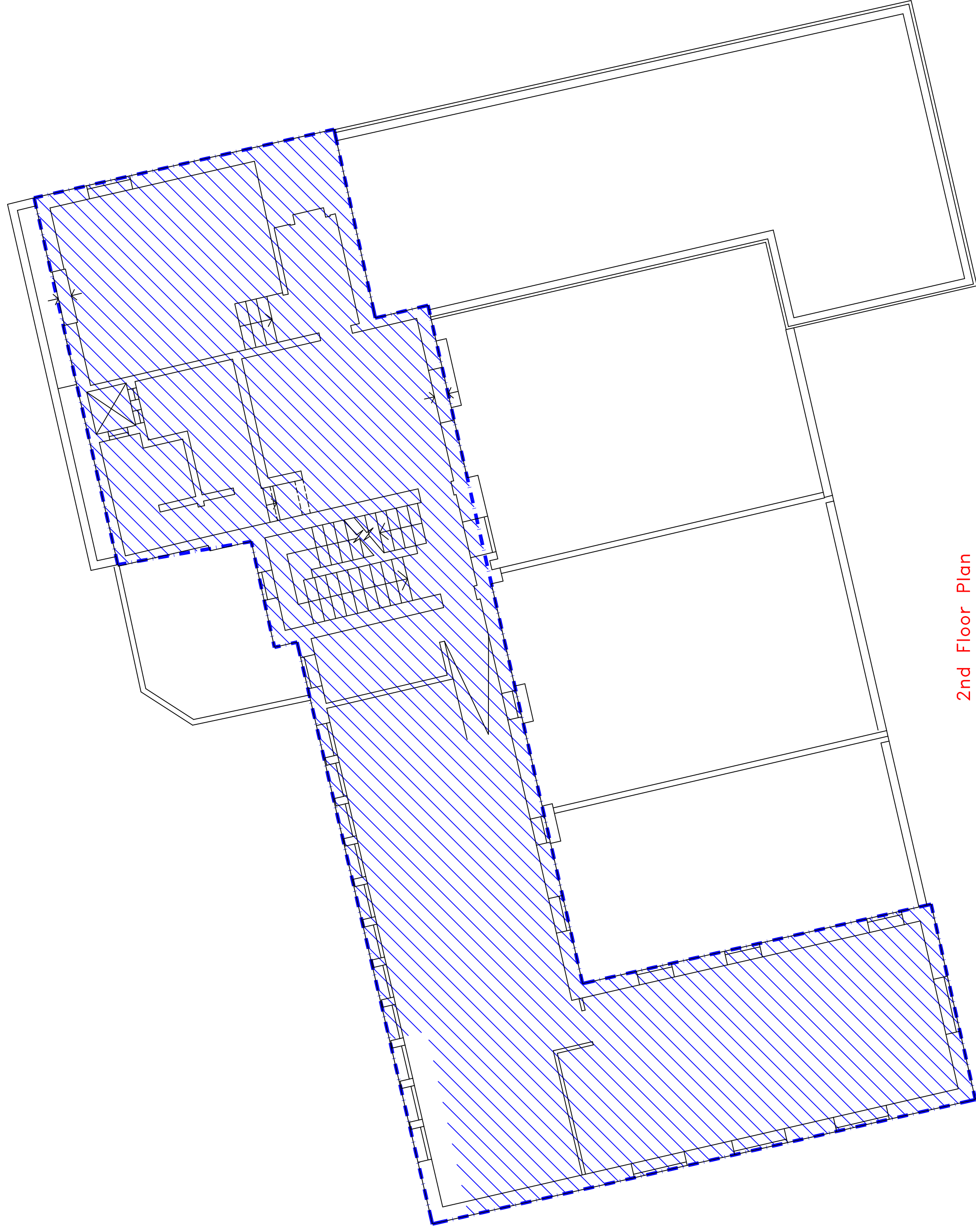
Ground Floor Plan

GROSS BUILT AREA 597.6 SQM



1st Floor Plan

GROSS BUILT AREA 338 SQM



GROSS BUILT AREA 268 SQM



GROSS BUILT AREA 29 SQM





--- Full Development Permission ---

Documents : PA 363/20/9A/1AB/44A/44B/44C/44D/44E/44F/48A; and  
PA 363/20/31A - Water Services Corporation;  
PA 363/20/57A - Environment and Resources Authority;  
PA 363/20/43A - Environmental Health Directorate;  
PA 363/20/82A - Engineer's Report

Planning Authority hereby grants development permission in accordance with the application and plans described above, subject to the following conditions:

1 - a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.

b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.

c) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, **if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised** - Article 72(4) of the Development Planning Act (2016).

d) Copies of all approved drawings and documents shall be available for inspection on site by Planning Authority officers at all reasonable times.

e) The development shall be carried out in complete accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Design Policy, Guidance and Standards 2015 shall apply.

f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are completed.

g) All building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by the Planning Authority's Land Surveyor. A Setting Out Request must be submitted to the Land Survey Unit of the Planning Authority, prior to the commencement of works on site, when the setting out of

the alignment and levels is required.

h) Where an officially schemed street, within the development zone, bordering the site is unopened or unformed, it shall be opened up and brought up to its proper, approved and official formation levels prior to the commencement of any development hereby being permitted.

i) It is the responsibility of the permit holder to ensure that development is carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

j) No steps, ramps or street furniture are to be constructed on or encroached onto the public pavement or road.

k) Any doors and windows, the lower edge of which is less than 2m above road level, and any gates shall not open outwards onto a public pavement or road.

l) Air conditioning units shall not be located on the facades of the building which are visible from the street or a public space.

m) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

2 - a) The façades of the building shall be constructed in local un-rendered and unpainted stone, except where other materials/finishes are indicated on the approved drawings.

b) All the apertures and balconies located on the façades of the building shall not be in gold, silver or bronze aluminium.

c) The height of the services on the roof of the building shall not extend beyond the approved height of the uppermost parapet wall.

3 - The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 2014 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the Commission for the Rights of Persons with Disability may still be required. Reference needs to be made to PA Circular 3/10 (with the exception of Appendix A), PA Circular 2/14 and their subsequent amendments.

4 - No approval is hereby granted for the display of any sign or advertisement. This must be subject of a separate application.

5 - The conditions imposed and enforced by the Water Services Corporation are at supporting document PA 363/20/31A. The architect/applicant is required to contact the Water Services Corporation, throughout the implementation of the development hereby

approved, to ensure conformity with the imposed conditions. A copy of the relative correspondence issued by the Water Services Corporation shall be submitted to the Planning Authority accordingly.

6 - The conditions imposed and enforced by the Environment and Resources Authority are at supporting document PA 363/20/57A. The architect/applicant is required to contact the Environment and Resources Authority, throughout the implementation of the development hereby approved, to ensure conformity with the imposed conditions. A copy of the relative correspondence issued by the Environment and Resources Authority shall be submitted to the Planning Authority accordingly.

7 - The conditions imposed and enforced by the Environmental Health Directorate are at supporting document PA 363/20/43A. The architect/applicant is required to contact the Environmental Health Directorate, throughout the implementation of the development hereby approved, to ensure conformity with the imposed conditions. A copy of the relative correspondence issued by the Environmental Health Directorate shall be submitted to the Planning Authority accordingly.

8 - The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission, except where such conditions are enforced by other entities. Prior to the issue of any compliance certificate on any part of this development, the applicant shall submit to the Planning Authority, in relation to that part of the building:

(i) certification from a qualified engineer confirming that the development fully satisfies the requirements specified in supporting document PA 363/20/82B.

9 - **Conditions imposed and enforced by other entities**

A. Where construction activity is involved:

(a) the applicant shall:

(i) **Appoint a Project Supervisor for the Design Stage and a Project Supervisor for the Construction Stage** and any such appointment shall be terminated, changed or renewed as necessary. The same person may be appointed to act as project supervisor for both the design and construction stage, if that person is competent to undertake the duties involved and

(ii) **Keep a health and safety file** prepared by the Project Supervisor for the Design Stage.

(b) When the construction works related to this application are scheduled to last longer than thirty working days and on which more than twenty workers are occupied simultaneously, or on which the volume of work is scheduled to exceed five hundred person-days, the project supervisor **shall communicate a prior notice to the Occupational Health and Safety Authority (OHSA) at least four calendar weeks before commencement of works.**



(c) The Project Supervisor for the Design Stage shall **draw up a health and safety plan** which sets out the occupational health and safety rules applicable to the construction activities concerned, outlining the measures to ensure cooperation between different contractors and shall also include specific measures concerning occupational risks that may be present at this site.

**B.** Where the development concerns a change of use to a place of work, the applicant shall obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

**C.** Where the development concerns a place of work:

The applicant shall:

(i) obtain a Perit's declaration that the necessary requirements arising out of LN 44 of 2002 have been included in the plans and drawings; and

(ii) obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

**D.** The development is to strictly adhere to the 'Design Guidelines on fire safety for buildings in Malta' to ensure that all Fire Safety measures and provisions are addressed as indicated in the Design Guidelines on Fire Safety for Buildings in Malta, published by the DCID in 2004, (or other relevant standard, provided it is approved by the Civil Protection Department), Policies, and the Laws and Regulations of Malta.

**E.** Prior to laying of water and wastewater services in the road, the development shall comply with the requirements of Legal Notice 29/10 Part III (Roads in inhabited Areas) Clause 12.

**F.** In the event of an accidental discovery in the course of approved works, any cultural heritage feature discovered should not be damaged or disturbed and the Superintendence is to be immediately informed of such discovery. Any cultural heritage features discovered are to be investigated, evaluated and protected in line with the Cultural Heritage Act 2019 (CAP 445). The discovery of cultural heritage features may require the amendment of approved plans.

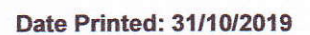
**G.** For new development, the following condition, imposed and enforced by Enemalta, applies:

A culvert measuring 0.8m wide by 0.75m deep should be prepared along the façade of the development in order that any overhead lines may be substituted by underground cables. The culvert is to be interconnected to an adequate space consisting of a **small room or recess** located near the **entrance**, provided for the purpose of housing the electricity meter. Another adequate space for the purpose of housing the electricity meters, consisting of a **small room or recess** located in the basement near the **entrance**, also interconnected to the culvert, is to be provided. The architect/applicant is required to contact Enemalta, throughout the implementation of the development hereby approved, to ensure conformity with the imposed conditions. A copy of the relative

correspondence issued by Enemalta shall be submitted to the Planning Authority accordingly.

A number of additional conditions, standard at the time of issue of the permission, would also have been imposed in the original permission. It would have included conditions such as (but not limited to): Permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law.





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Tel: +356 2290 0000, Fax: +356 2290 2295  
[www.pa.org.mt](http://www.pa.org.mt), [mappingshop@pa.org.mt](mailto:mappingshop@pa.org.mt)





Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge. This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the written consent of Perit Ivan Zammit.

EXISTING GROUND FLOOR LEVEL PLAN

F01619/01  
to supersed F01619/--

VODAFONE MALTA LTD

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Architect &amp; Civil Engineer:

Perit IVAN ZAMMIT

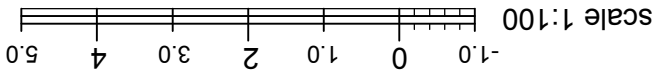
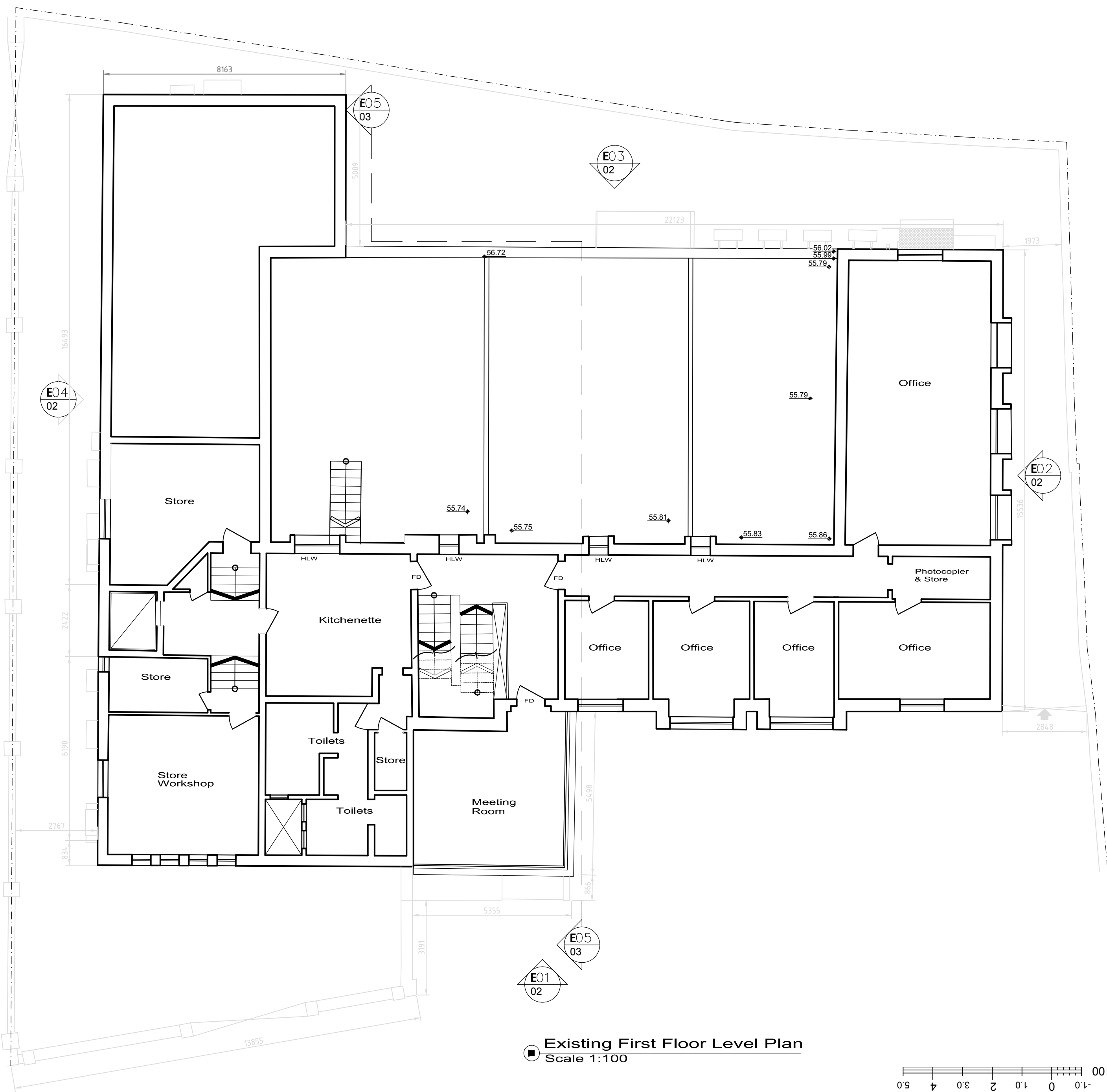
B.E. & A. (Hons.), A. & C.E.

Office in New Street  
Zurrieg 7RQ 2101

Tel: \_\_\_\_\_

Mob: 9982 2789  
Email: [ivan19zammitt@gmail.com](mailto:ivan19zammitt@gmail.com)

Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



NOTES:

Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge. This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the written consent of Perit Ivan Zammit.



Client (Village):

VODAFONE MAL TA LTD

Dwg Title:

EXISTING FIRST FLOOR LEVEL PLAN

Scale:

1:100

File No.:

F01619/02  
to supersede F01619/-

Architect & Civil Engineer:

Perit IVAN ZAMMIT

B.E. & A. (Hons.), A. & C.E.

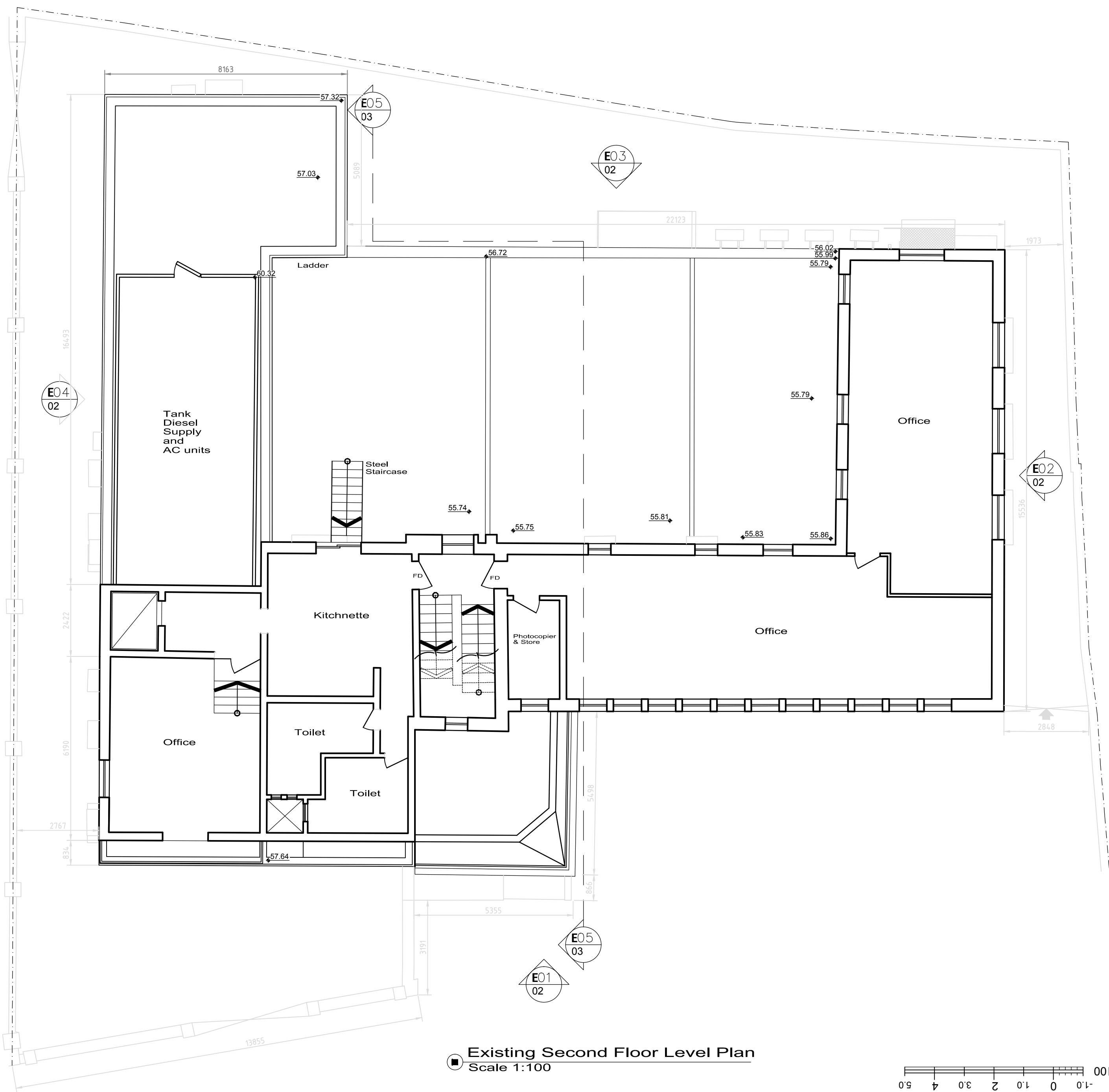
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Zurrieq, ZRQ 2101

Tel: 9982 2789

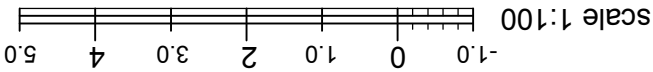
Email: ivan19zammit@gmail.com

SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



Existing Second Floor Level Plan  
Scale 1:100



scale 1:100

NOTES:

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Client (Village):

VODAFONE MALTA LTD

Dwg Title:

EXISTING SECOND FLOOR LEVEL PLAN

Scale:

1:100

File No.:

F01619/03  
to superseded F01619/-

Architect & Civil Engineer:

Perit IVAN ZAMMIT

B. E. & A. (Hons.), A. & C.E.

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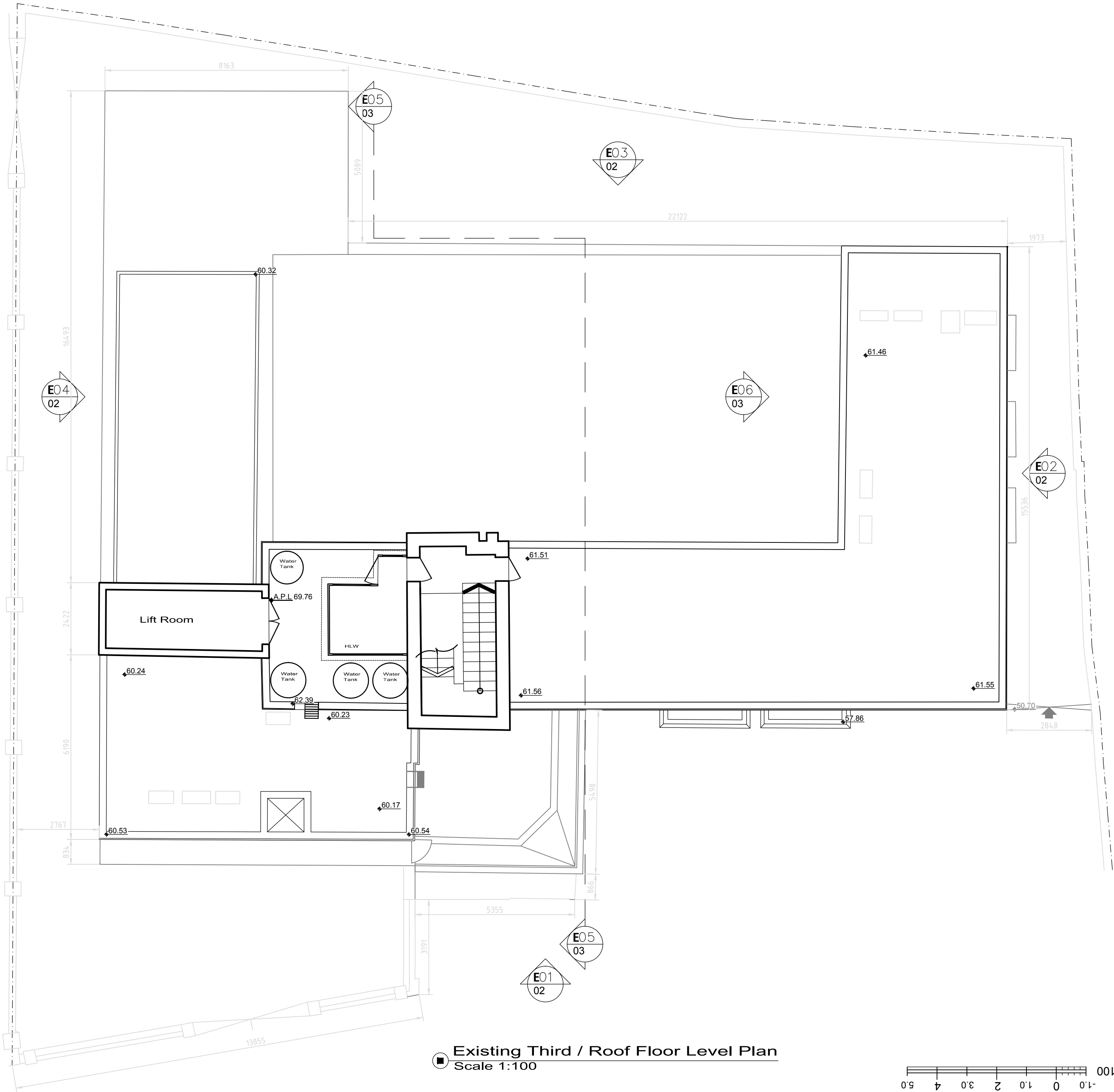
Tel: 9982 2789

Email: ivan19zammit@gmail.com

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR



Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



Existing Third / Roof Floor Level Plan  
Scale 1:100

scale 1:100

scale 1:100

NOTES:

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Client (Village):

VODAFONE MALTA LTD

Architect & Civil Engineer:

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Zurrieq, ZRQ 2101  
Tel: 9982 2789  
Mob: 9982 2789  
Email: ivan19zammit@gmail.com

Dwg Title:

EXISTING THIRD / ROOF FLOOR LEVEL PLAN

Scale:

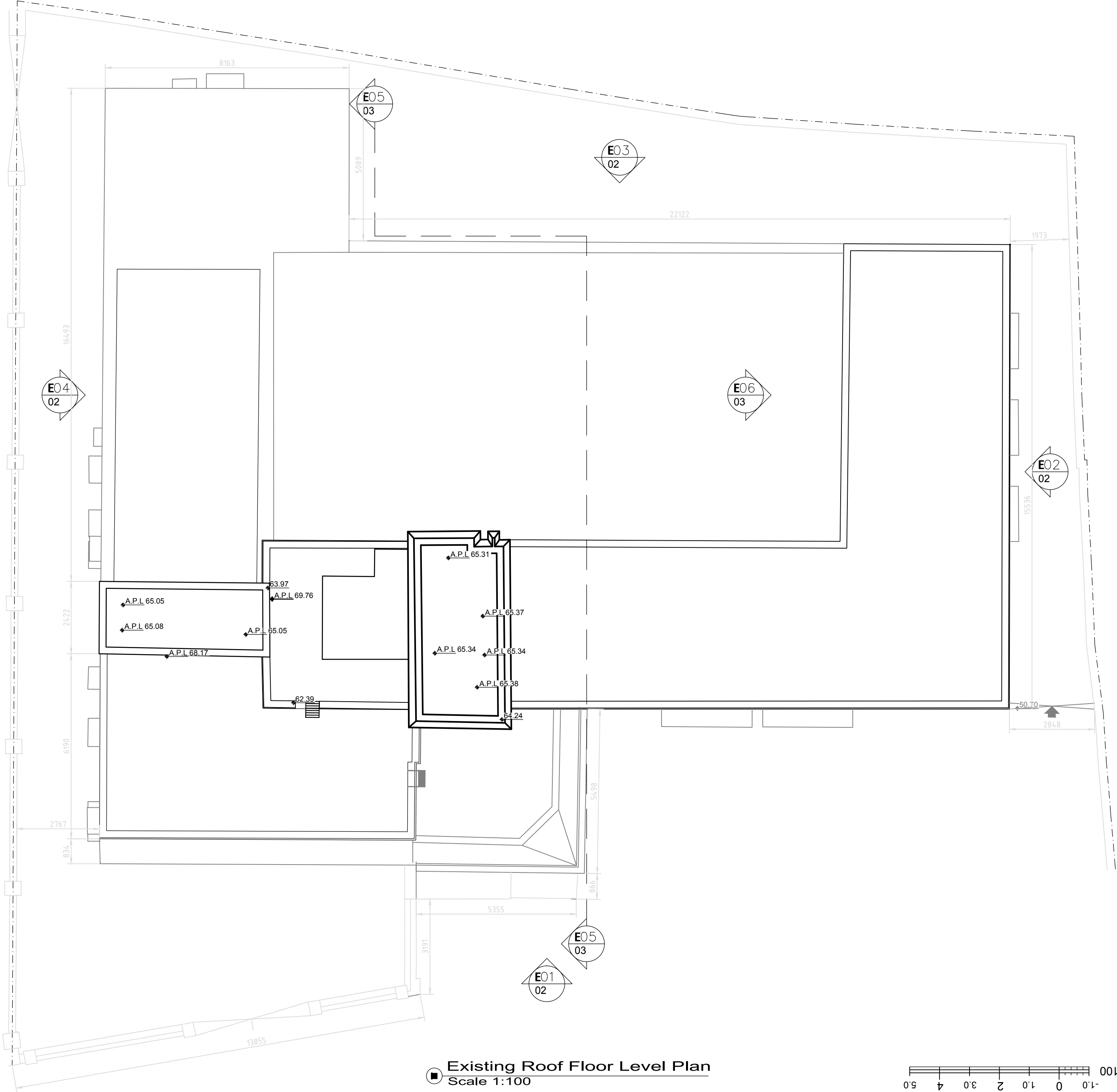
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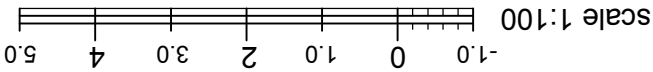
F01619/04  
to supersede F01619/-

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



Existing Roof Floor Level Plan  
Scale 1:100



scale 1:100

NOTES:

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Client (Village):

VODAFONE MALTA LTD

Architect & Civil Engineer:

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Zurrieq, ZRQ 2101  
Tel: 9982 2789  
Email: ivan19zammit@gmail.com

Dwg Title:

EXISTING ROOF FLOOR LEVEL PLAN

Scale:

1:100

File No.:

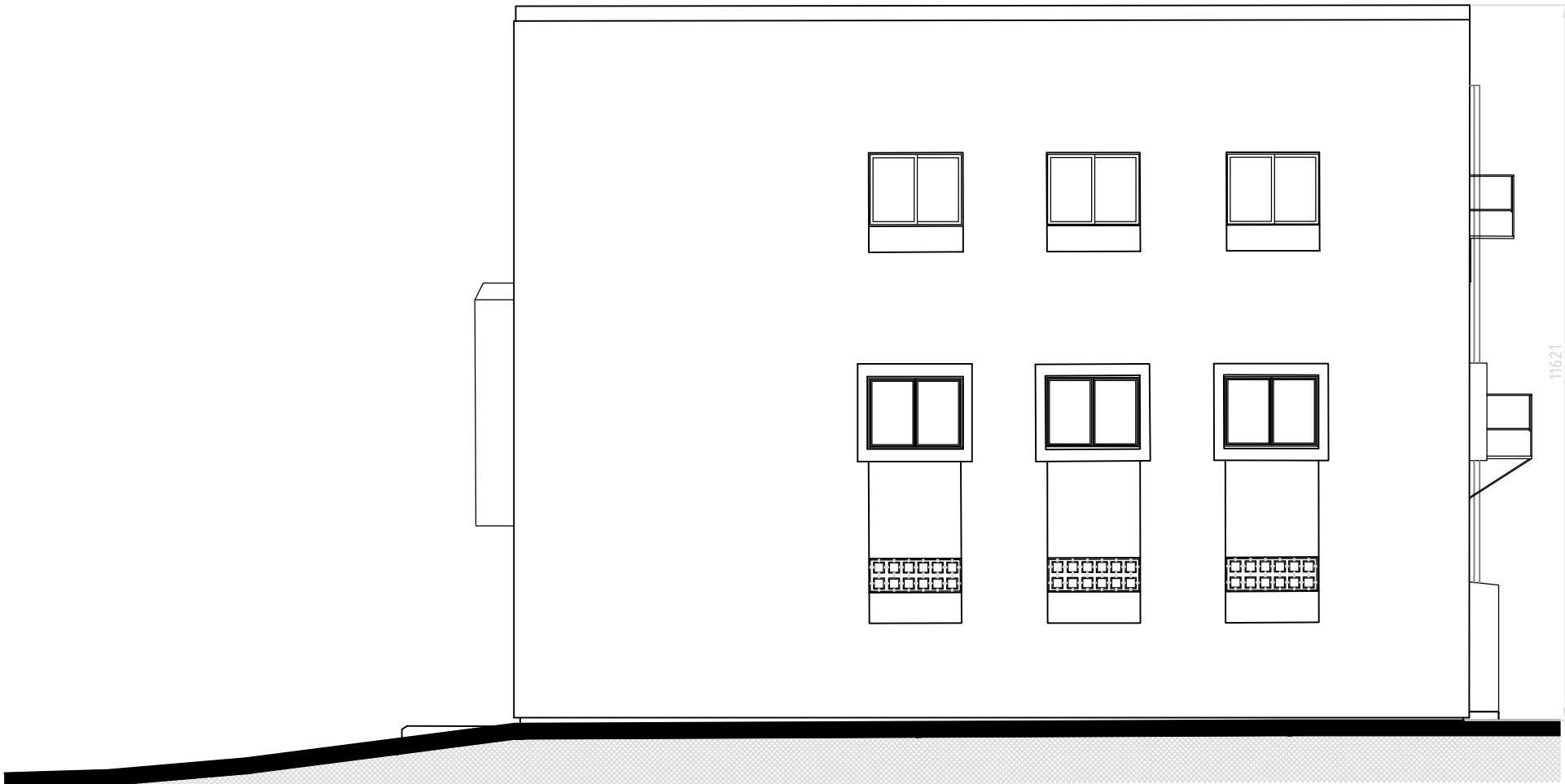
F01619/05  
to superseded F01619/-

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara

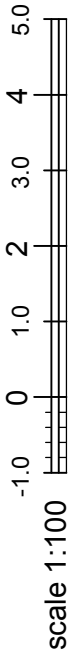
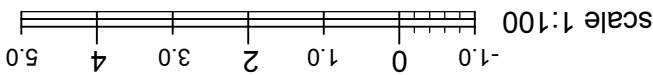


Existing Elevation E01  
Scale 1:100



Existing Elevation E02  
Scale 1:100

- Masonry Rendered ("Fuq il-Fil")
- Aluminium Window Apertures
- Aluminium Railings
- Wrought Iron Security Grills in front of Windows
- Wrought Iron Gate
- Wrought Iron Railings



NOTES:

Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge. This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the written consent of Perit Ivan Zammit.



Client (Village):

VODAFONE MAL TA LTD

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Dwg Title:

EXISTING ELEVATIONS E01 AND E02

Scale:

1:100

File No.:

F01619/06  
to supersede F01619/-

Architect & Civil Engineer:

Perit IVAN ZAMMIT

B.E. & A. (Hons.), A. & C.E.

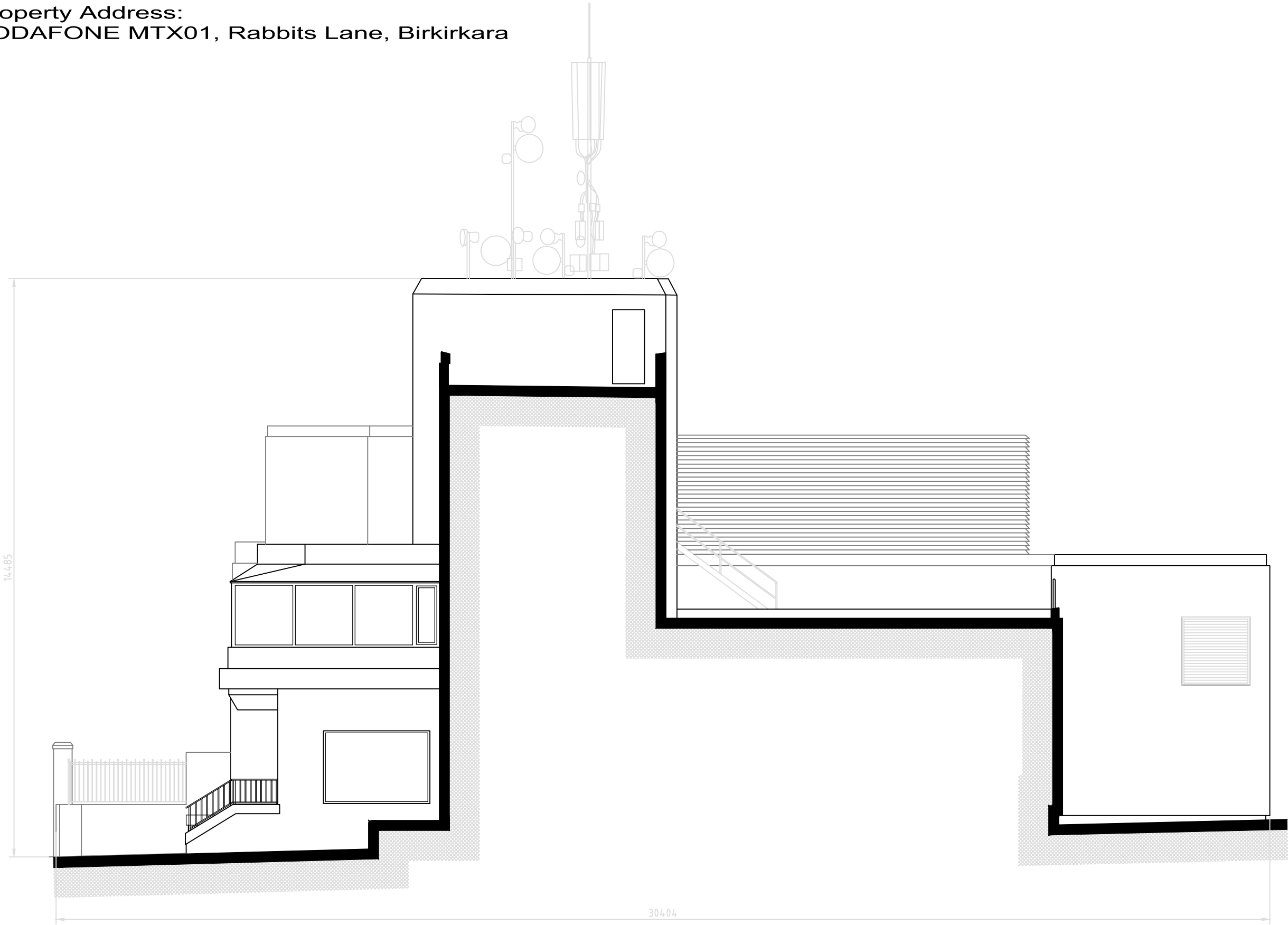
Office in New Street Off St. Michael Street,  
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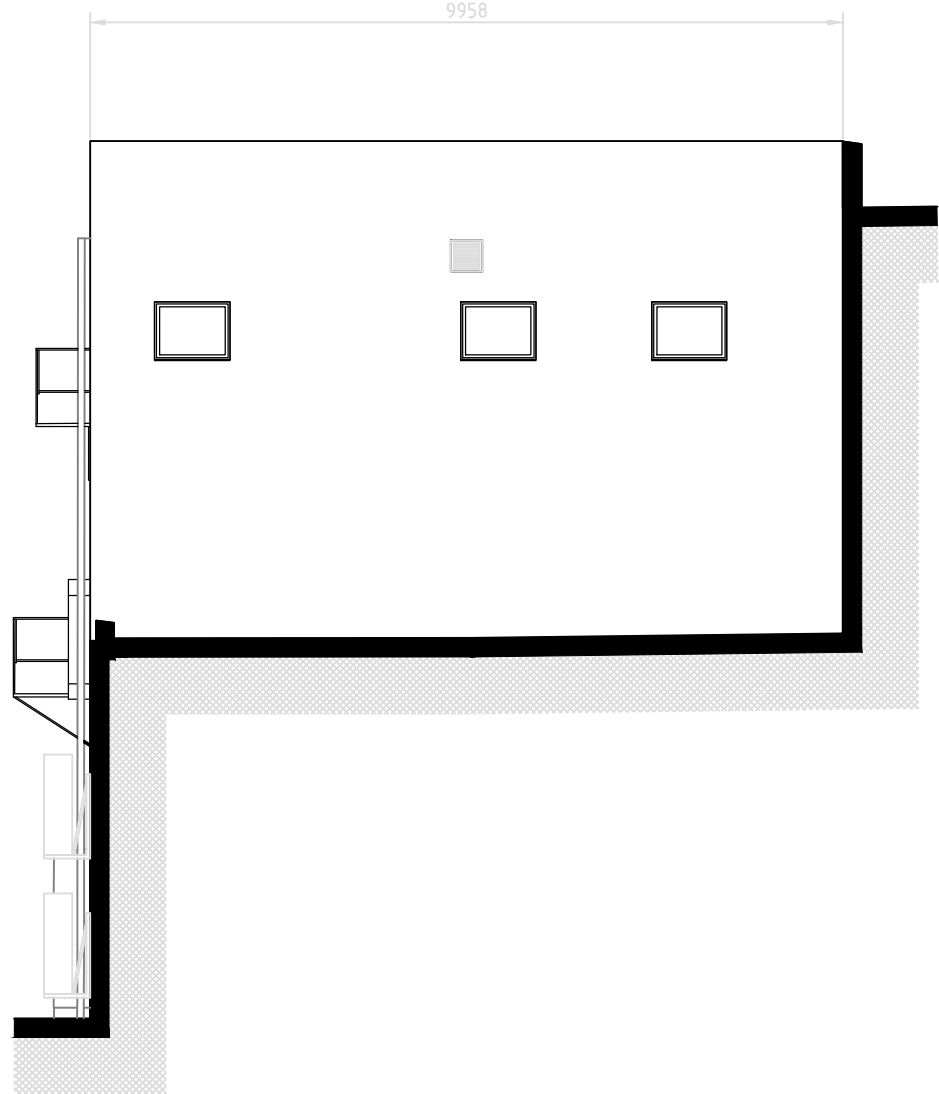
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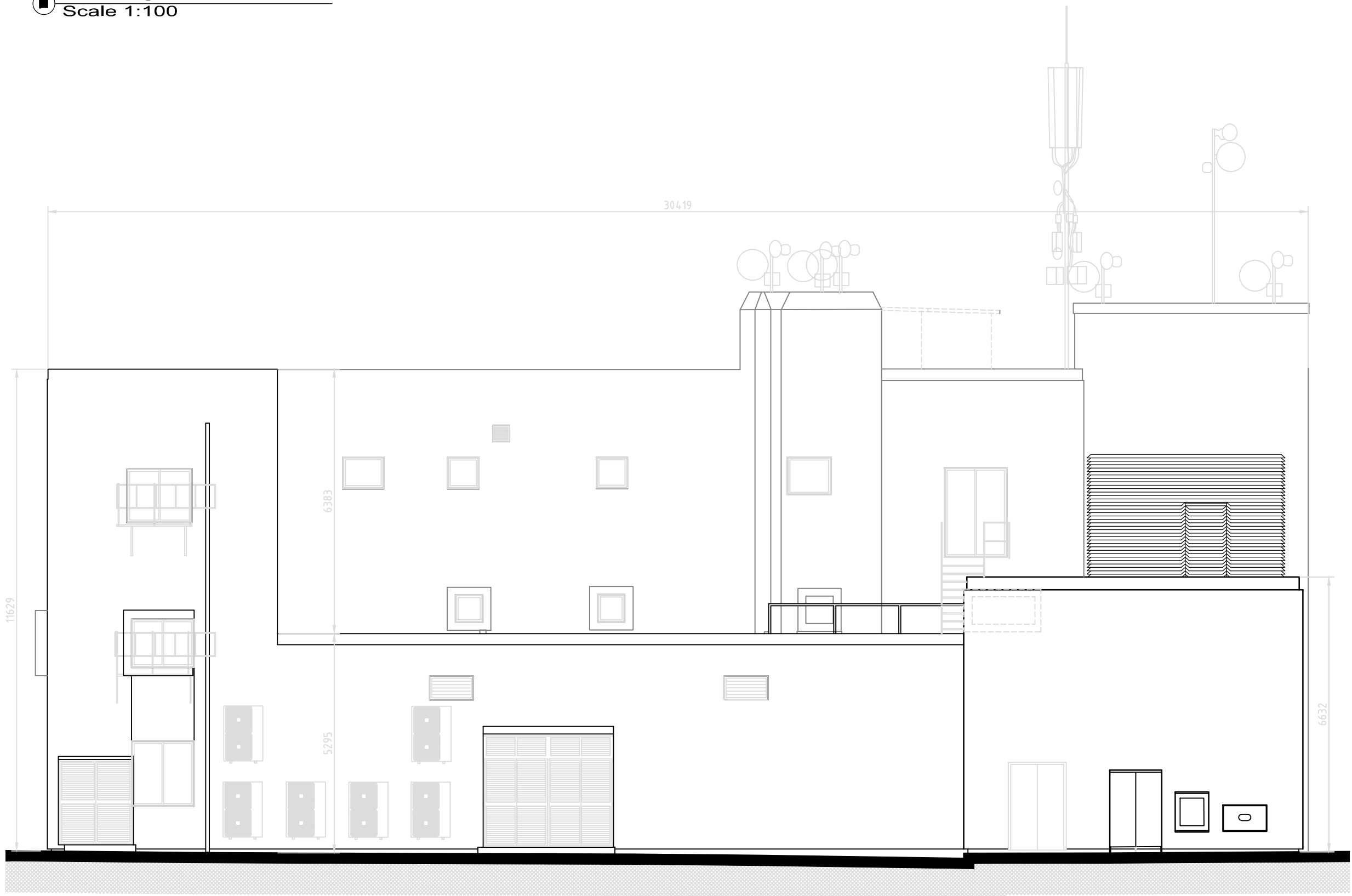
Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



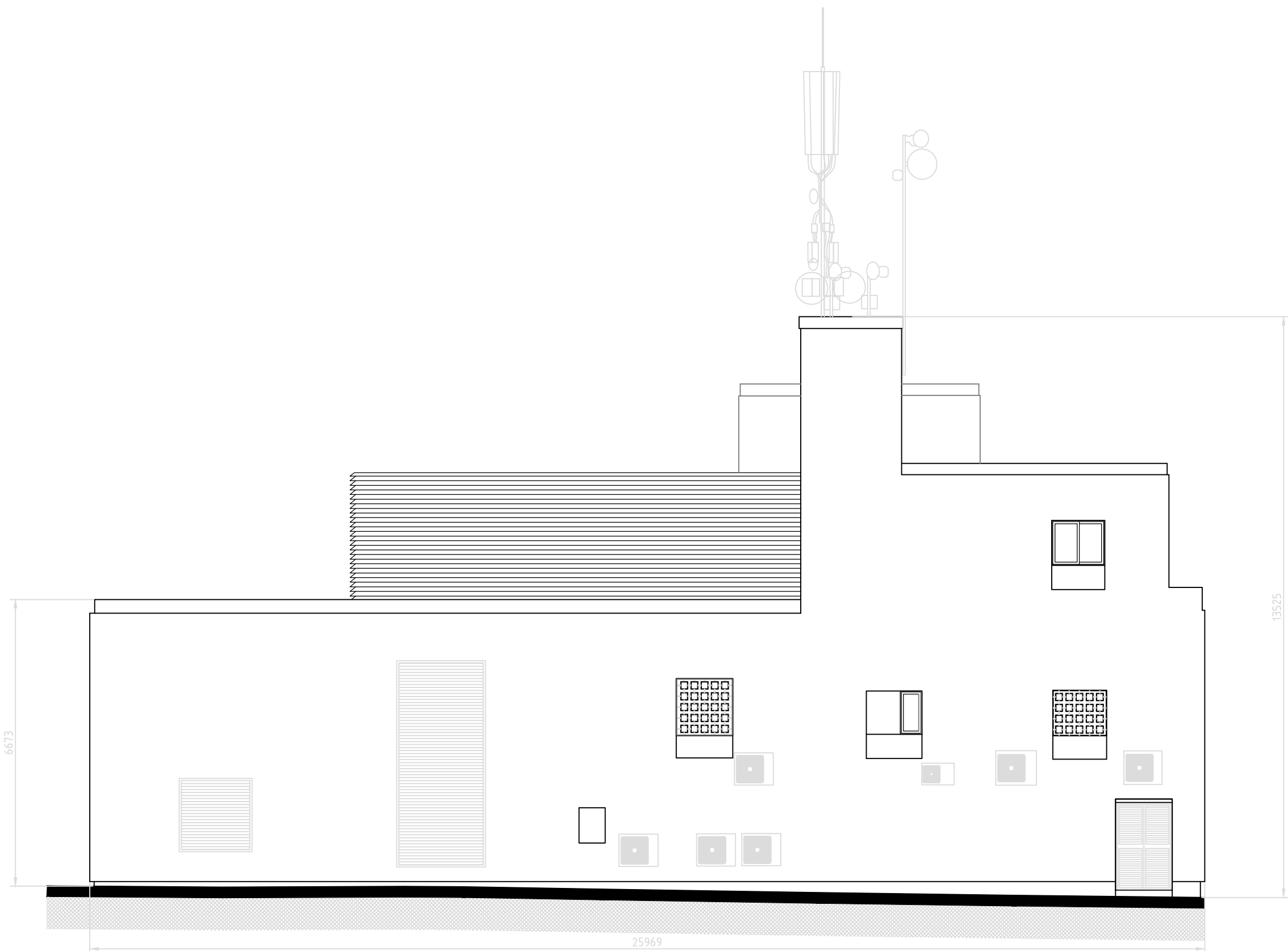
Existing Elevation E05  
Scale 1:100



Existing Elevation E06  
Scale 1:100



Existing Elevation E03  
Scale 1:100



Existing Elevation E04  
Scale 1:100

Masonry Rendered ("Fuq il-Fil")  
Aluminium Window Apertures  
Aluminium Railings  
Wrought Iron Security Grills in front of Windows  
Wrought Iron Gate  
Wrought Iron Railings

scale 1:100

scale 1:100

NOTES:  
Drawings should not be copied. All dimensions have to be checked and confirmed on site with the architect in charge.  
This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the  
written consent of Perit Ivan Zammit.



DWG Title

EXISTING ELEVATIONS E03, E04, E05 AND E06

Scale

1:100

File No.

F01619/07

to supersede F01619/04

Client (Village)

VODAFONE MALTA LTD

Architect & Civil Engineer

Perit IVAN ZAMMIT

(B.E. & A. (Hons.)), A&C.E.

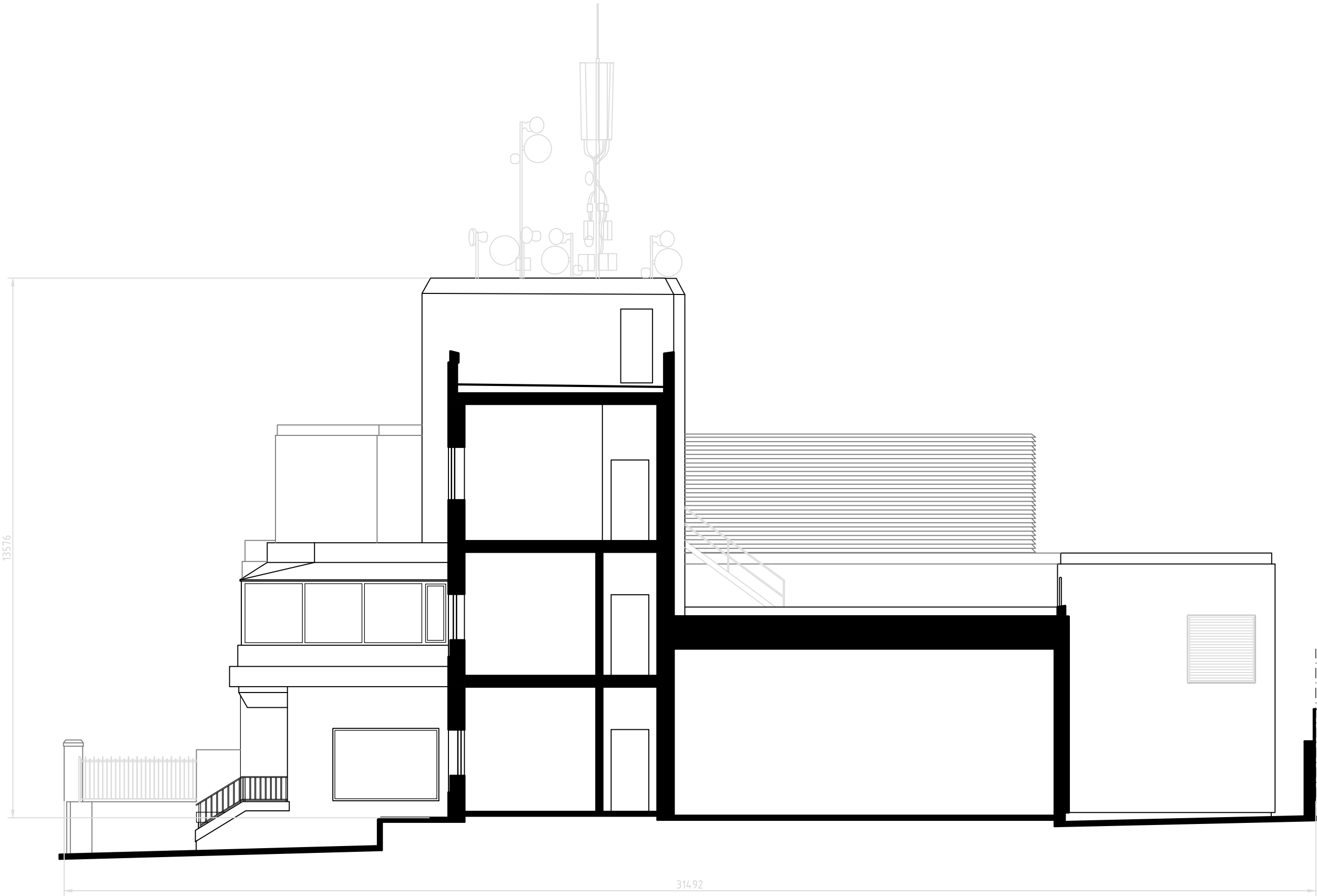
Office: 10, St. Michael Street

Zurrieq, ZRSQ 2103

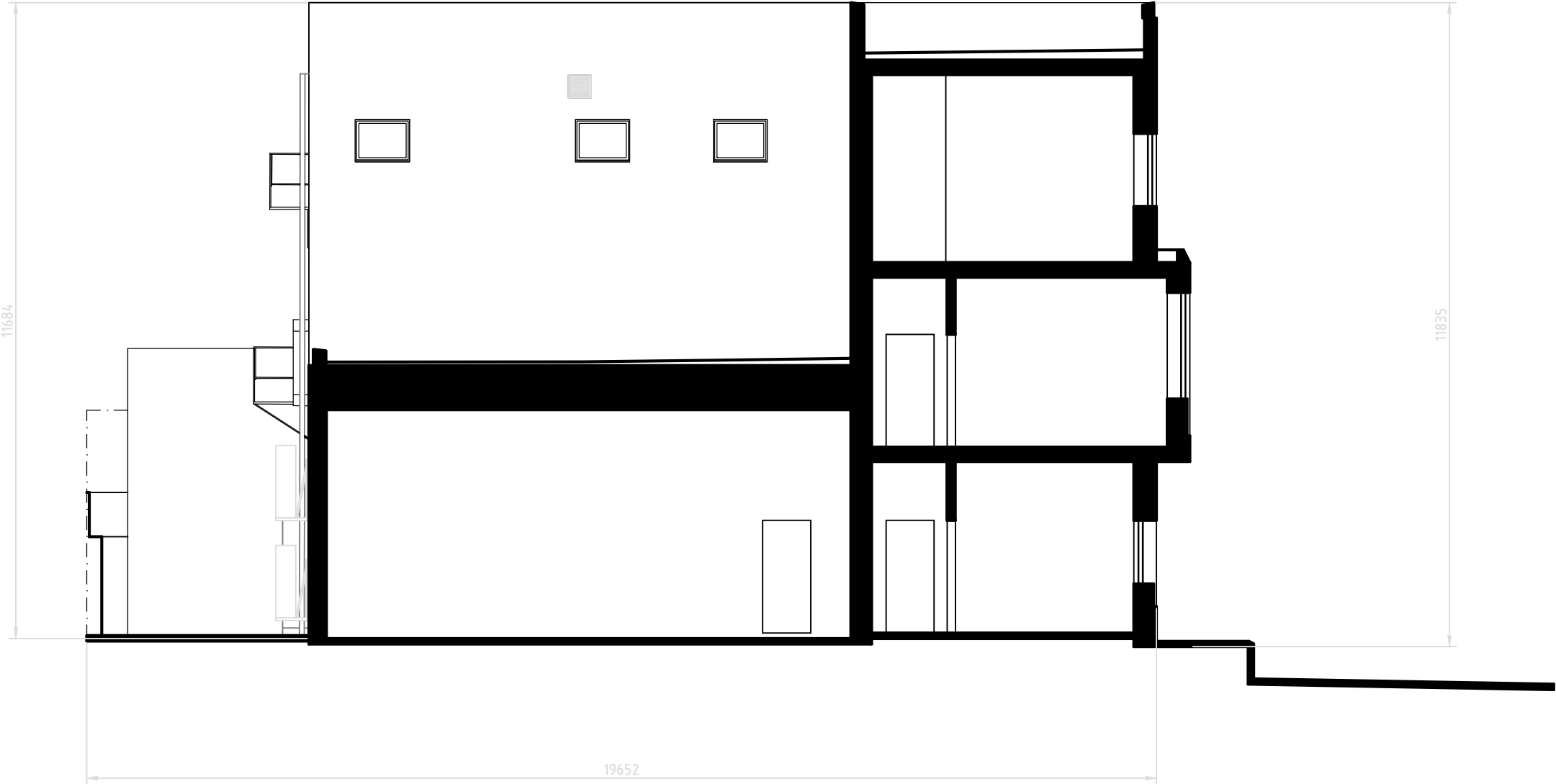
Tel: 9982 2789

Email: ivan19zammit@gmail.com

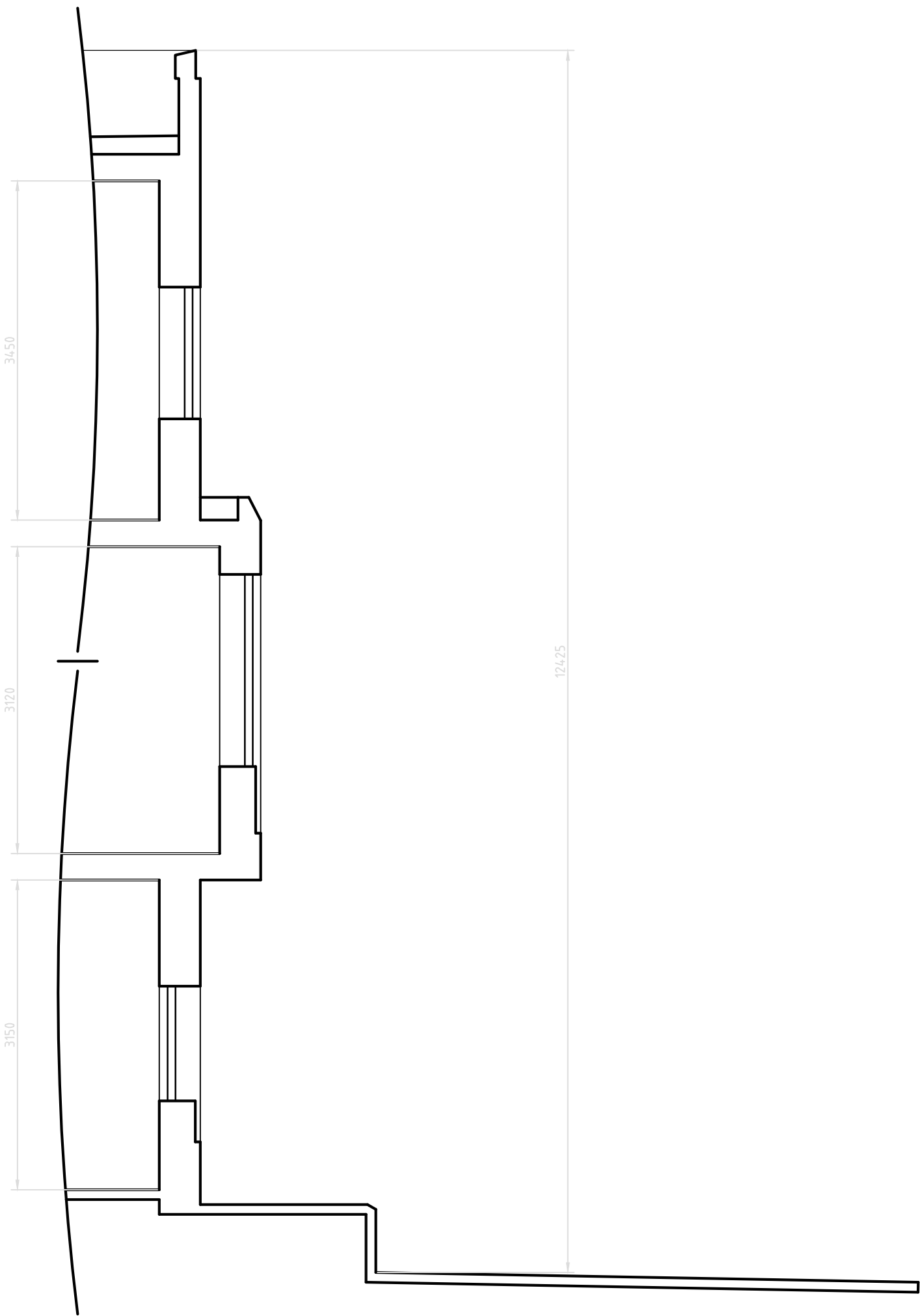
Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



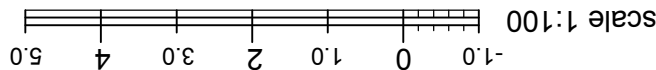
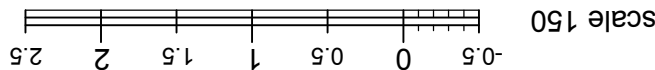
Existing Section E05  
Scale 1:100



Existing Section E06  
Scale 1:100



Section through Facade  
Scale 1:50



NOTES:  
Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge.  
This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or sent without the  
written consent of Perit Ivan Zammit.



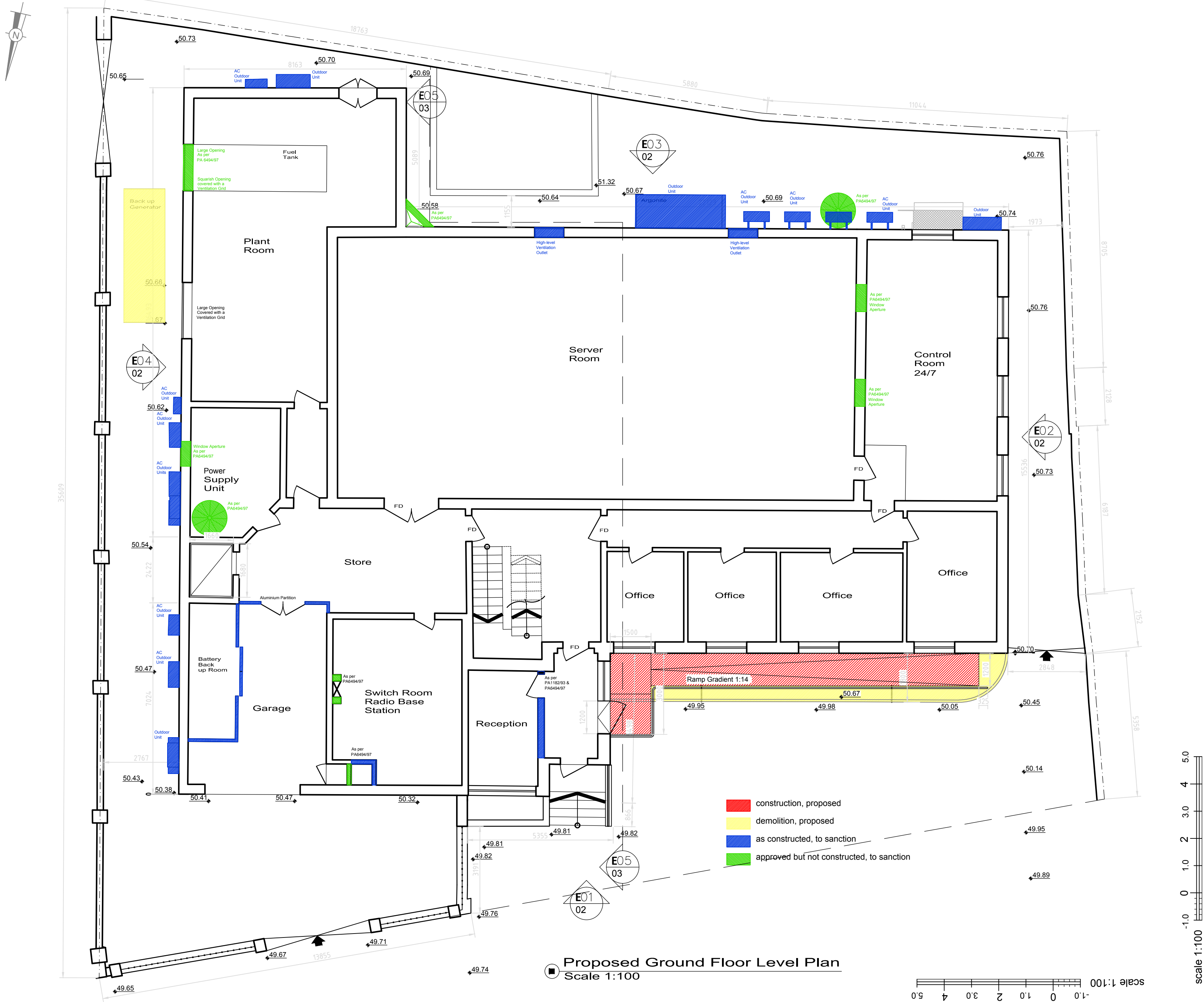
Draw Title: EXISTING SECTIONS THROUGH BUILDING	
Scale: 1:100 / 1:50	File No: F01619/11 to supersede F01619/-

Client (Village): VODAFONE MALTA LTD	
Works: SANCTIONING OF PARTS OF EXISTING GENERATOR INSTALLATION OF NEW GENERATOR	

Architect & Civil Engineer: <b>Perit Ivan Zammit</b> B.Sc. (Hons.), C.Eng., C.Eng. Office No. 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	
Works: SANCTIONING OF PARTS OF EXISTING GENERATOR INSTALLATION OF NEW GENERATOR	



Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



**Perit IVAN ZAMMIT**  
B.E. & A. (Hons.), A. & C.E.  
Office in New Street Off St. Michael Street  
Xurrieq, ZRQ 2101  
Tel: 9982 2789  
Mob: 9982 2789  
Email: ivan19zammit@gmail.com

**VODAFONE MALTA LTD**

**Client (Village):**

**Works:** SANCTIONING OF PARTS OF EXISTING PREMISES AND PROPOSED INSTALLATION OF NEW GENERATOR

**PROPOSED GROUND FLOOR LEVEL PLAN**

**Dwg Title:**

**File No.:** F01619/24  
to supersede F01619/12

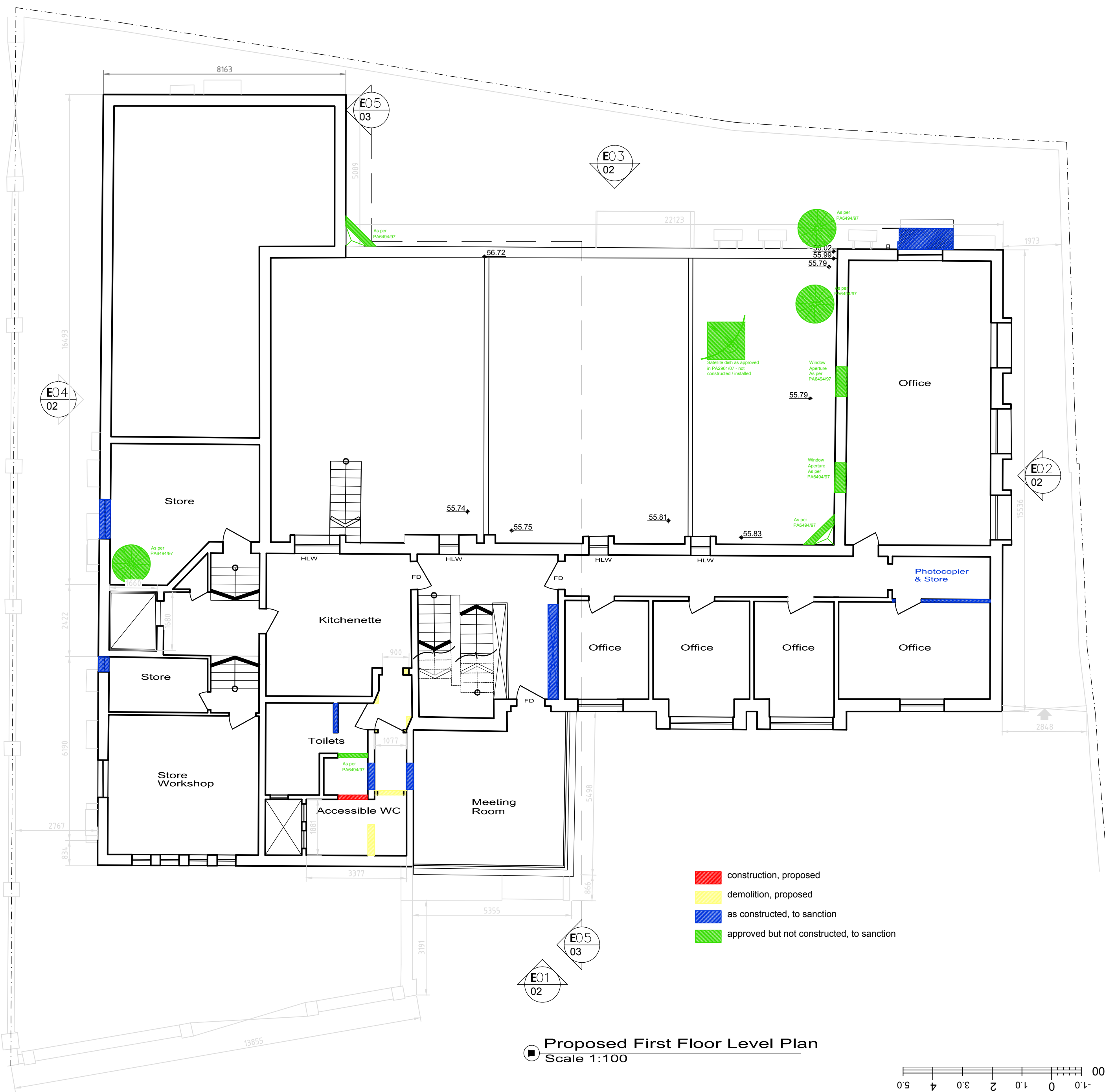
**Scale:** 1:100

**NOTES:**

Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge. This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the written consent of Perit Ivan Zammit.



Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



Proposed First Floor Level Plan  
Scale 1:100

scale 1:100

scale 1:100

NOTES:

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Dwg Title:

PROPOSED FIRST FLOOR LEVEL PLAN

Scale:

1:100

File No.:

F01619/25

to superseded F01619/13

Client (Village):

VODAFONE MALTA LTD

WORKS: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Architect & Civil Engineer:

Perit IVAN ZAMMIT  
B.E. & A. (Hons.), A. & C.E.

Office in New Street Off St. Michael Street

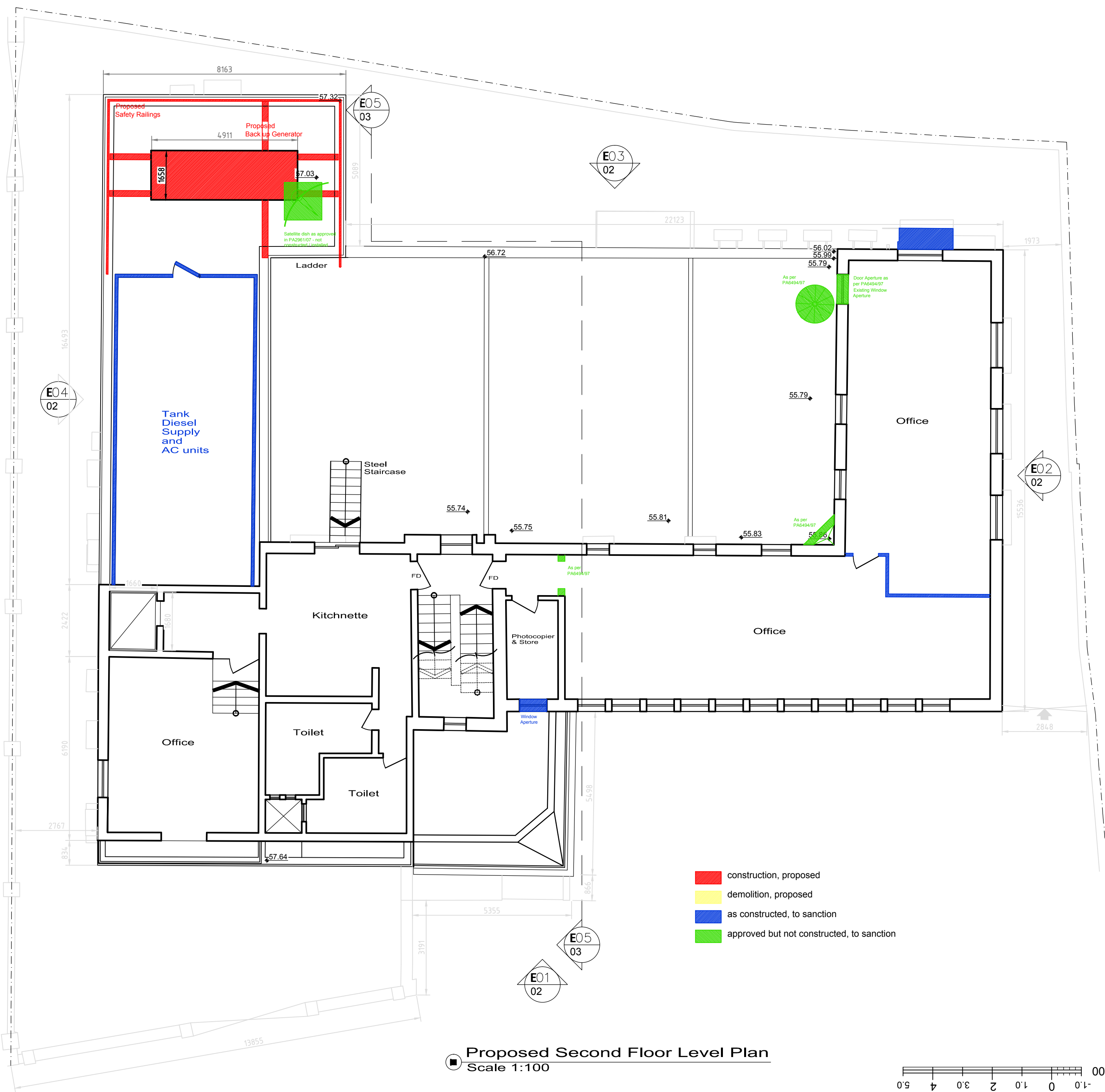
Xurrieq, ZRQ 2101

Tel: 9982 2789

Email: ivan19zammit@gmail.com



Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



Proposed Second Floor Level Plan  
Scale 1:100

scale 1:100

scale 1:100

NOTES:

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Client (Village):

VODAFONE MALTA LTD

Dwg Title:

PROPOSED SECOND FLOOR LEVEL PLAN

Scale:

1:100

File No.:

F01619/26

to superseded F01619/14

WORKS: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Architect & Civil Engineer:

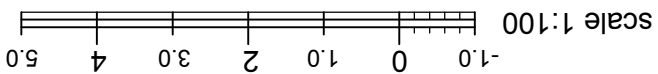
Perit IVAN ZAMMIT  
B.E. & A. (Hons.), A. & C.E.

Office in New Street Off St. Michael Street

Xurrieq, ZRQ 2101

Tel: 9982 2789

Email: ivan19zammit@gmail.com



scale 1:100

NOTES:

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Architect & Civil Engineer:

VODAFONE MALTA LTD

**Client (Village):**

PROPOSED THIRD / ROOF FLOOR LEVEL PLAN

Scale: 1:100  
File No.: F01619/27  
to superseded F01619/15

Scale: 1:100

File No.: F01619/27  
to supersed F01619/15

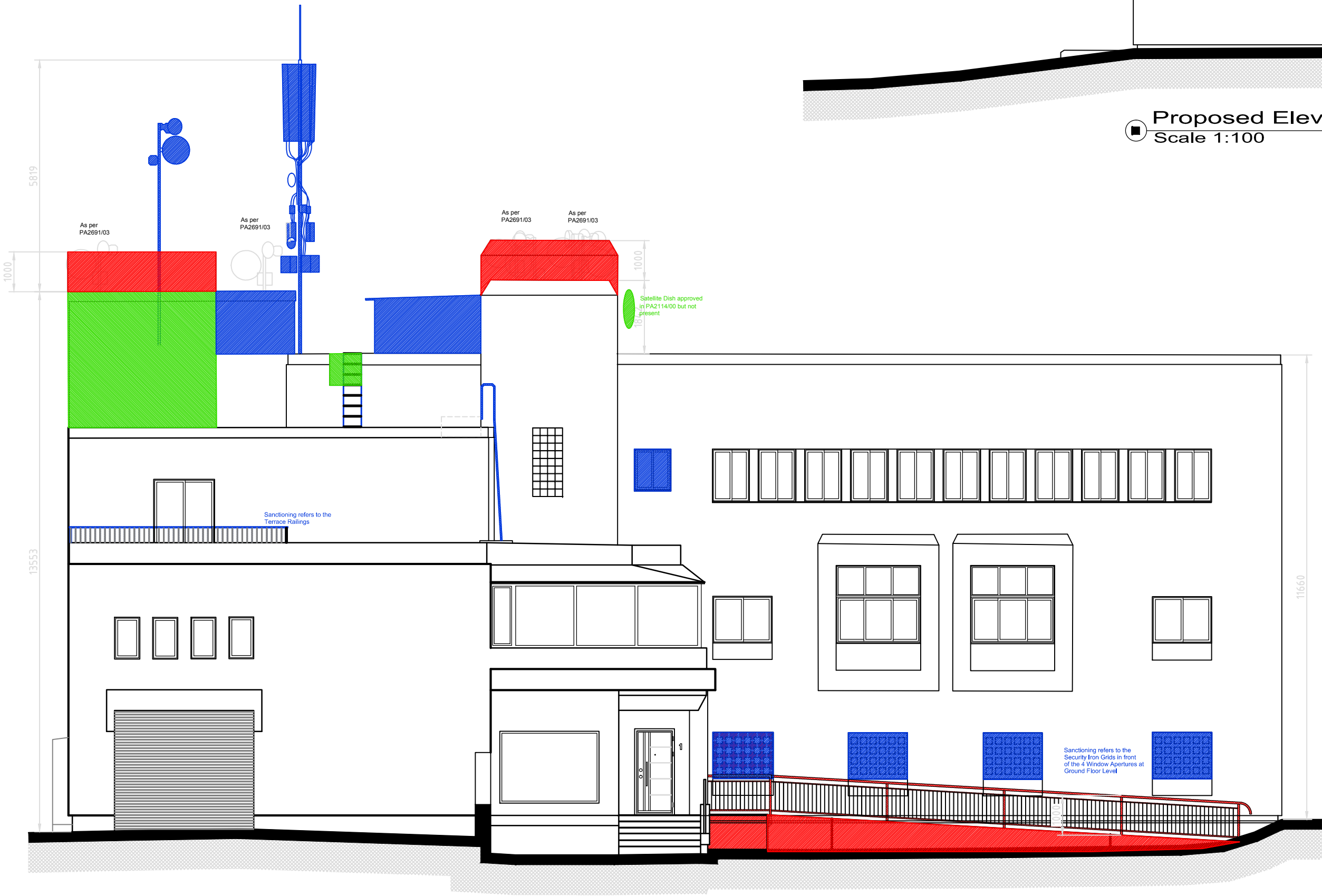
**Perit IVA**  
B.E. & A. (Hons)  
Office in New Str  
Zurrieq, ZRQ 2100  
Tel:  
Mob: 9982 2788  
Email: ivan1922

**works: SANCTIONING OF PARTS OF EXISTING PREMISES AND PROPOSED INSTALLATION OF NEW GENERATOR**

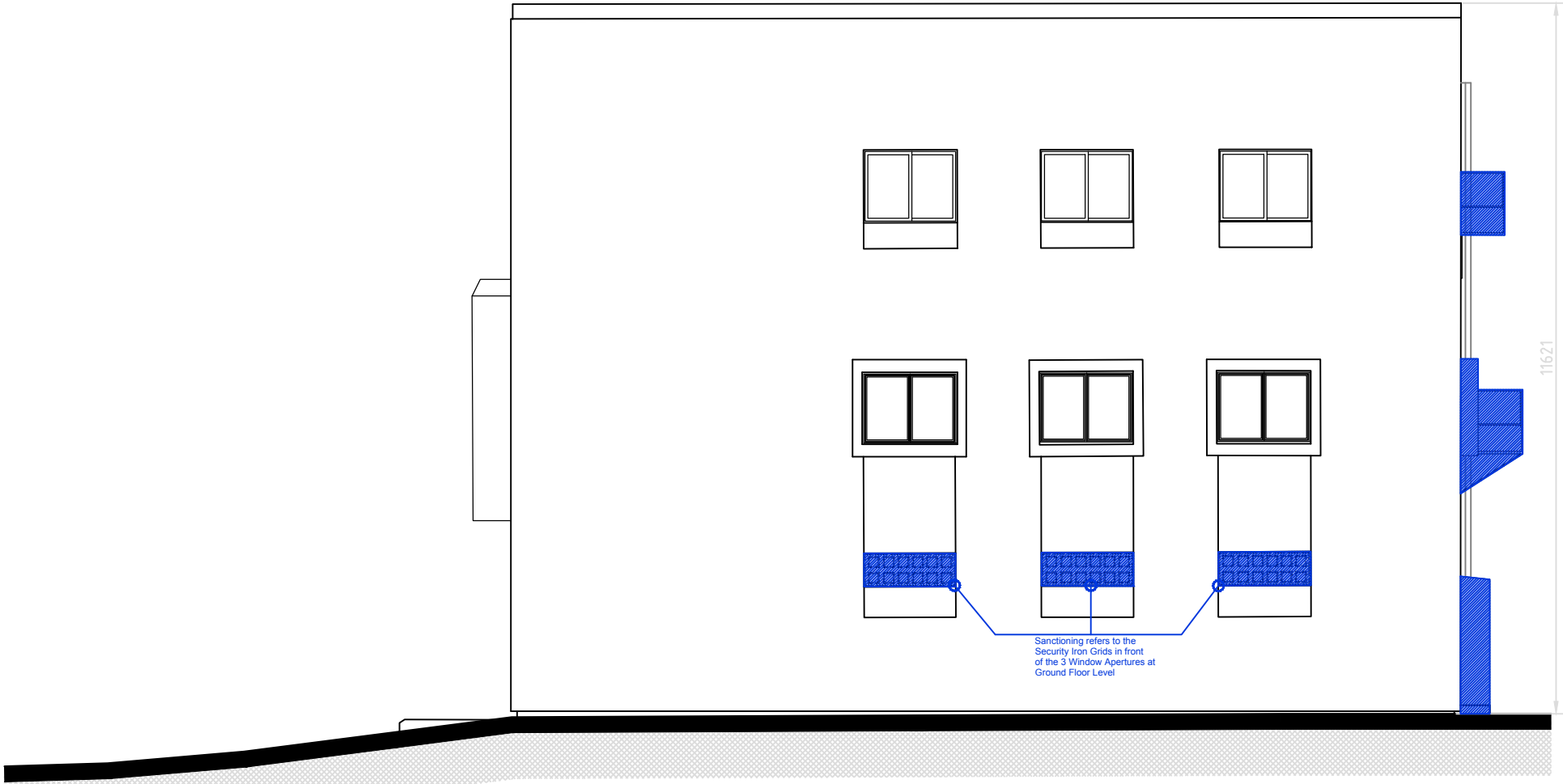
File No.: F01619/27  
to supersed F01619/15



Property Address:  
VODAFONE MTX01, Rabbits Lane, Birkirkara



Proposed Elevation E01  
Scale 1:100



Proposed Elevation E02  
Scale 1:100

Masonry Rendered ("Fuq il-Fil")  
Aluminium Window Apertures  
Aluminium Railings  
Wrought Iron Security Grills in front of Windows  
Wrought Iron Gate  
Wrought Iron Railings

- construction, proposed
- demolition, proposed
- as constructed, to sanction
- approved but not constructed, to sanction

scale 1:100

scale 1:100

NOTES:

Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge. This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the written consent of Perit Ivan Zammit.



Client (Village):

VODAFONE MALTA LTD

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

Dwg Title:

PROPOSED ELEVATIONS E01 AND E02

Scale:

1:100

File No.:

F01619/28  
to supersede F01619/21

Architect & Civil Engineer:

Perit IVAN ZAMMIT

B. E. & A. (Hons.), A. & C. E.

Office in New Street Off St. Michael Street,  
Xurrieq, ZRQ 2101

Tel: 9982 2789

Email: ivan19zammit@gmail.com



Property Address: ODAFONE MTX01, Rabbits Lane, Birkirkara

11.485

30.404

Satellite dish as approved by PABSE Ltd. not constructed / installed

Proposed Safety Railings

9958




Au 2er PA 656437

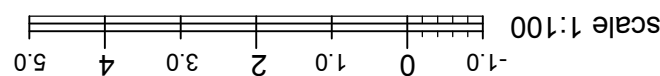
Au 2er PA 656437

Au 2er PA 656437

Au 2er PA 656437

This architectural floor plan shows a building layout with several distinct areas. A large blue hatched rectangular area is located in the upper left. To its right is a green hatched rectangular area. Further right is a red hatched rectangular area. A small red hatched area is also visible near the top center. The plan includes various structural elements like walls, doors, and windows, represented by different line styles and colors. A north arrow is located in the upper right corner. Dimensions are provided for some areas: 1658 for the blue hatched area, 2417 for the red hatched area, and 1000 for the red hatched area. The overall dimensions of the building are 6673 by 13235.

-  construction, proposed
-  demolition, proposed
-  as constructed, to sanction
-  approved but not constructed, to sanction



scale 1:100

NOTES:

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Client (Village):

VODAFONE MALTA LTD

Architect &amp; Civil Engineer:

**Perit IVAN ZAMMIT**  
B.E. & A. (Hons.), A & C.E.  
Office in New Street Off St. Michael Street,  
Zurrieq, ZRQ 2101

Tel:  
Mob: 9982 2789  
Email: [ivan19zammit@gmail.com](mailto:ivan19zammit@gmail.com)

**Dwgn Title:**

PROPOSED ELEVATIONS E03, E04, E05 AND E06

Scale:	1:100
File No.:	F01619/29 to supersede F01619/22





**Works:    SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR**



Technical drawing of a staircase section. The drawing shows a side view of the staircase structure, including the treads, risers, and the supporting wall. Key dimensions are indicated:

- Overall height: 12475
- Height of the first flight: 3450
- Height of the second flight: 3120
- Height of the third flight: 3120
- Height of the fourth flight: 3150
- Height of the landing: 1000

The drawing also shows the structural details of the staircase, including the treads, risers, and the supporting wall. The treads are shown with a hatched pattern, and the risers are shown with a solid pattern. The supporting wall is shown with a solid pattern.

-  construction, proposed
-  demolition, proposed
-  as constructed, to sanction
-  approved but not constructed, to sanction

scale 1:100



**NOTES:**

Drawings should not be scaled. All dimensions have to be checked and confirmed on site with the architect in charge.

This drawing is the property of Perit Ivan Zammit and must not be disclosed to third parties, copied or lent without the written consent of Perit Ivan Zammit.

Works: SANCTIONING OF PARTS OF  
EXISTING PREMISES AND PROPOSED  
INSTALLATION OF NEW GENERATOR

PROPOSED SECTIONS THROUGH BUILDING

Scale:	1:100 / 1:50
File No.:	F01619/30 to supersede F01619/23

**Perit IVAN ZAMMIT**  
B.E. & A. (Hons.), A. & C.E.  
Office in New Street Off St. Michael Street,  
Zurrieq, ZRQ 2101  
**Tel:**  
**Mob:** 9982 2789  
**Email:** [ivan19zammit@gmail.com](mailto:ivan19zammit@gmail.com)





This the thirtieth day of  
November of the year two  
thousand and twelve.

No. 128.

Before me Doctor of Laws Pierre Attard, a Notary Public,  
duly admitted and sworn, have personally appeared and  
identified themselves in accordance to law by means of the  
hereunder mentioned official documents:

Sale  
(Intra Group  
Transfer)

Enrolled in the  
Public Registry  
on the:

Of the first part:

Yiannos Michaelides, chief executive officer, son of Frixos  
Michaelides and Lella nee Proestou, born in Lefkosia,  
Cyprus and residing at Saint Julians, holder of Cypriot  
Passport number K00012238, who appears on this deed in  
the name and on behalf of "**GO p.l.c.**", previously named  
"Maltacom p.l.c.", a limited liability company registered in  
Malta with registration number letter C two two three  
three four (C22334) and registered office at GO, Fra Diegu  
Street, Marsa (which company is hereinafter referred to as  
the "**Vendor**"), as duly authorised by virtue of a resolution  
of the Board of Directors of the company hereto annexed  
as a document marked with the letter "A".

\_\_\_\_\_  
I. \_\_\_\_\_  
2012  
(Special Privilege -  
Payment of Price)

Of the second part:

Edmond Brincat, chief finance officer, son of the late  
Carmel Brincat and Grace nee Axiaq, born in Pieta' and  
residing at Attard, holder of Maltese identity card number  
450767M, who appears on this deed in the name and on  
behalf of "**BKE Property Company Limited**" a limited  
liability company registered in Malta with registration  
number letter C five four five nine one (C54591) and  
registered office at GO, Fra Diegu Street, Marsa (which  
company is hereinafter referred to as the "**Purchaser**"), as  
duly authorised by virtue of a resolution of the Board of

Directors of the company hereto annexed as a document marked with the letter "B".

1. By virtue of this deed the Vendor sells and transfers to the Purchaser which accepts, purchases and acquires the complex, without official number, known as the Birkirkara Exchange, in Triq Salvu Psaila corner with Triq Borg and with Triq Il-Fniek, within the area known as "Tal-Briegex" at Birkirkara, which complex includes the buildings and other improvements all without official number, as well as the outside areas, all situated within the boundaries of the complex; which complex has its main entrance on Triq Salvu Psaila and several other unnumbered entrances on Triq Salvu Psaila, Triq Borg and Triq Il-Fniek and is bounded on the North by Triq Salvu Psaila, on the North West by Triq Il-Fniek and on the South East by Triq Borg, with all its rights and appurtenances including its overlying airspace and its underlying terrain, as free and unencumbered; which complex is shown on the plan annexed to this deed as a document marked with the letter "C" and comprises the parts outlined in red on the aforesaid plan as well as the part shown shaded in yellow on the aforesaid plan (which complex is hereinafter referred to as the "**Property**"), for the price and under the other terms and conditions set out hereunder:

2.1. For the total price of seven million eight hundred and fifty thousand euro (EUR7,850,000) (hereinafter referred to as the "**Price**"), which sum shall be paid by the Purchaser to the Vendor, which accepts, by not later than ten (10) years from the date of publication of this deed together with interest at the rate of five per cent (5%) per annum due with effect from today until date of effective payment in full and final settlement; provided that if the Purchaser sells or otherwise transfers the Property under any title prior to the above mentioned date, the Price or any outstanding part thereof and all interest due thereon shall become immediately due and payable by the



Purchaser to the Vendor on the deed of sale or other transfer of the Property.

2.2 In warranty of the payment of the Price and any interest due thereon, the Vendor reserves in its favour the special privilege accorded to it by law on the Property.

3.1 The Property is being sold *tale quale*, in its present state and condition.

3.2 The Property is being sold as free and unencumbered and as free from any ground-rents, burdens, servitudes, hypothecs, privileges, charges, cautions, any rights, both real and personal, in favour of third parties, expropriation, requisition, enforcement orders and litigation.

4.1 The Vendor warrants the good title, peaceful possession and real enjoyment of the Property in accordance with law in favour of the Purchaser which accepts.

4.2 The Purchaser declares that since this sale is being made by one company to another company which form part of the same group and in order to avoid additional expenses, it has not requested from the Vendor the general hypothec on its property customarily granted by a Vendor to a Purchaser on a deed of sale of immovable property.

5. The Vendor also warrants and guarantees in favour of the Purchaser, which accepts:

i. that the Property is free from any hypothecs, privileges, charges or cautions and from debts, whether registered or otherwise, and that any architect fees, building permit fees, road and drainage contributions and contributions for the other services and utilities in the Property, and any fees and expenses due to contractors

and suppliers for the construction and completion of the Property are paid and fully settled;

ii. that the Property is constructed and completed in accordance with law and in accordance with issued permits and plans approved by the competent authorities and in conformity with all laws and regulations applicable to buildings in general including sanitary matters;

iii. that there are no proceedings pending or threatened, known or which should be known to the Vendor, in connection with and/or relating to the Property and that there are no circumstances, known or which should be known to the Vendor, which are likely to give rise to any litigation or arbitration.

6. Any pending bills and/or contributions relating to any services or utilities provided within the Property, including without limitation all water, electricity and telephone service bills including rentals thereof, up to today shall be duly paid and settled by the Vendor. The Vendor promises and undertakes to sign all such documents and perform all such acts as may be reasonably required by the Purchaser such that each of the said services and utilities may be registered in the name of the Purchaser, or any person nominated by the Purchaser.

7. All fees and expenses, including notarial fees, relative to this sale shall be borne by the Vendor.

### **Statutory Declarations**

(A) For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (CAP.364) of the Laws of Malta:

i. I the undersigned Notary do hereby declare that:



(a) the Property was acquired by the Vendor in several parts, namely the parts shown outlined in red on the plan annexed to this deed as a document marked with the letter "C" and the part shown shaded in yellow on the same plan, in the following manner:

(b) in virtue of section twenty four (24) of the Telemalta Corporation Act, Act sixteen of the year one thousand nine hundred and seventy five (XVI/1975), the part of the Property shown shaded in yellow on the aforesaid plan was transferred to and vested in Telemalta Corporation in absolute ownership without the need of any other formality;

(c) in virtue of the Telecommunications (Regulation) Act one thousand nine hundred and ninety seven (1997), Act thirty three of the year one thousand nine hundred and ninety seven (XXXIII/1997), the whole of the relevant business of Telemalta Corporation, including the part of the Property shown shaded in yellow on the aforesaid plan, was transferred to and vested in Maltacom p.l.c., which company was designated as the designated company by the Prime Minister by Legal Notice number two hundred and thirty eight of the year one thousand nine hundred and ninety seven (L.N.238/1997) for the purposes of the aforesaid Act, which transfer was recorded in the Public Registry by note of enrolment number two hundred and fifty two of the year one thousand nine hundred and ninety eight (252/1998) in terms of the abovementioned Act without the need of any other formality.

(d) on the twentieth day of November of the year two thousand and seven (20/11/2007) Maltacom p.l.c. changed its name to GO p.l.c.

(e) in virtue of a deed in the records of Notary Tania Spiteri of the ninth day of May of the year two thousand and twelve (9/5/2012) the Vendor acquired the parts of the

Property shown outlined in red on the aforesaid plan from the Government of Malta by title of exchange.

ii. As results from the Exemption Letter, annexed to this deed, as a document marked with the letter "D", issued by Ivan Portelli for the Commissioner of the Inland Revenue, bearing reference letters IR(S) number two thousand and twelve stroke five thousand five hundred and thirty seven (IR(S) 2012/5537), no duty is due by the Purchaser on this deed in terms of article 32(6) of the Duty on Documents and Transfers Act since this deed concerns the transfer of immovable property from one company to another company which are deemed to be the same group of companies within the terms of article forty two (42) of the Duty on Documents and other Transfers Act.

(B) For the purposes of the Income Tax Management Act, Chapter three hundred and seventy two (Cap.372) of the Laws of Malta and the Income Tax Act, Chapter one hundred and twenty three (Cap.123) of the Laws of Malta:

i. The Vendor and the Purchaser declare that for the purposes of sub-article twelve (12) of article five capital A (5A) of the Income Tax Act, they have declared to the undersigned notary all the facts that determine if the transfer is one to which the aforesaid article 5A applies or otherwise and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, and declare that the Price represents the market value of the Property. The Vendor and the Purchaser make this declaration after I the undersigned notary warned them about the importance of the truthfulness of their declaration and of the consequence in the case of false or erroneous declarations.

ii. The Vendor and the Purchaser declare that this deed concerns the transfer of immovable property from one company to another company which qualifies for tax exemption under paragraph letter (f) of sub-article four (4)



of Article five letter A (5A) of the Income Tax Act and that they are making this declaration after I the undersigned notary warned them about the importance of the truthfulness of their declaration and of the consequence in the case of false or erroneous declarations.

iii. On the basis of the declaration made by the parties I the undersigned Notary, declare that no tax is due by the Vendor on this sale.

iv. For the purposes of the Income Tax Act and in accordance with the provisions of sub-rule four (4) of Rule six (6) of the Capital Gains Rules a copy of the notice mentioned in roman number two of sub-article nine of article five (5(9)(ii)) of the Income Tax Act in the form prescribed in Schedule A attached to the Capital Gains Rules shall be attached to this deed by the undersigned notary when the said notice is acknowledged and stamped by the Commissioner of Inland Revenue.

(C) For the purposes of the Immovable Property (Acquisition by Non-Residents) Act Chapter two hundred and forty six (CAP.246) of the Laws of Malta (the Act) the Purchaser has been given permission by the Director, Capital Transfer Duty, of the Office of the Inland Revenue to purchase the Property as results from the permit bearing letters AIP number two zero one two stroke zero one six three (AIP2012/0163) annexed to this deed as a document marked with the letter "E", as subject to the terms and conditions mentioned in the aforesaid permit, which terms and conditions the Purchaser declares to have read and is fully cognisant of.

(D) For the purposes of the Land Registry Act Chapter two hundred and ninety six (Cap. 296) of the Laws of Malta, I the undersigned Notary do hereby declare that the Property is registered in the name of the Vendor as Property Number one four zero zero five four one eight (14005418).

Not. Pierre Attard LL.D., Notary Public, Malta.  
29/10, Vincenti Buildings, Strait Street, Valletta VLT1432, Malta.  
Tel. 21224892/21232740; Fax. 21245922.

This deed has been done, read and published by me the undersigned Notary after having explained the contents thereof to the appearers in accordance to law in Malta at number twenty nine (29), Vincenti Buildings, flat number ten (10), Strait Street, Valletta.

Yiannos Michaelides.  
Edmond Brincat.  
Not. Pierre Attard,  
Notary Public,  
Malta.



A

GO p.l.c.  
Company Registration No C 22334  
(the "Company")

CERTIFIED TRUE EXTRACT OF RESOLUTIONS IN WRITING SIGNED  
BY ALL THE DIRECTORS ENTITLED TO RECEIVE NOTICE OF AND  
TO ATTEND AND VOTE AT A MEETING OF THE DIRECTORS OF THE  
COMPANY

*Quote*

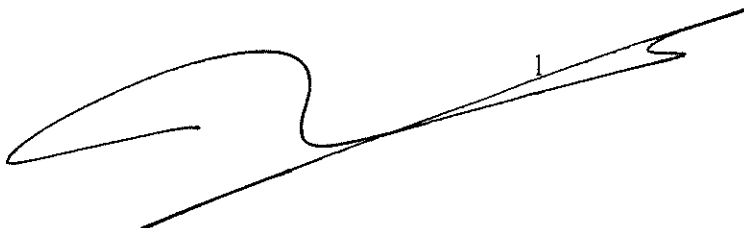
**DATA**

**The Property:** The complex, without official number, known as the Birkirkara Exchange, in Triq Salvu Psaila corner with Triq Borg and with Triq Il-Fniek, within the area known as "Tal-Briegex" at Birkirkara, which complex includes the buildings and other improvements all without official number, as well as the outside areas, all situated within the boundaries of the complex; which complex has its main entrance on Triq Salvu Psaila and several other unnumbered entrances on Triq Salvu Psaila, Triq Borg and Triq Il-Fniek, with all its rights and appurtenances including its overlying airspace and its underlying terrain, as free and unencumbered, *tale quale*, in its present state and condition.

**Price:** EUR7,850,000 (seven million eight hundred and fifty thousand euro).

**Modality of Payment:** By not later than ten (10) years from the date of publication of the deed of sale and purchase together with interest at the rate of five per cent (5%) per annum due with effect from the date of publication of the deed of sale and purchase until date of effective payment in full and final settlement; provided that if the Purchaser sells or otherwise transfers the Property under any title prior to the above mentioned date, the Price or any outstanding part thereof and all interest due thereon shall become immediately due and payable by the Purchaser to the Company on the deed of sale or other transfer of the Property.

**Security:** Special privilege accorded to the Company by law on the Property as warranty for payment of the Price.



f63

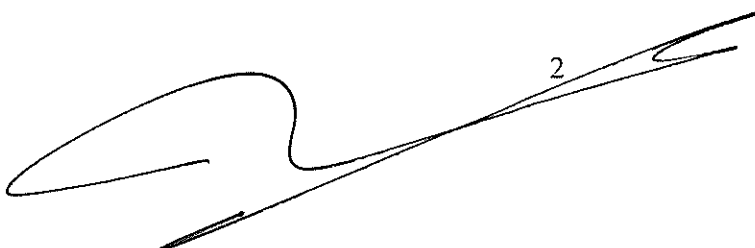
**Purchaser:** BKE Property Company Limited, registration number C54591.

## **BACKGROUND**

The Directors reviewed the draft notarial deed of sale and purchase, a copy of which is filed in the Company records (the "**Notarial Deed**"), by virtue of which it is proposed that the Company sells and transfers the Property to the Purchaser which desires to purchase and acquire the Property at the Price payable in the manner stated above and upon the other terms and conditions contained therein.

## **IT IS RESOLVED:**

1. That it is in the best interests of the Company for the Company to sell and transfer the Property to the Purchaser for the Price and upon the other terms and conditions contained in the Notarial Deed;
2. That the Company sells and transfers the Property to the Purchaser for the Price and upon the other terms and conditions contained in the Notarial Deed including the granting of a warranty of the peaceful possession of the Property and, if requested by the Purchaser, to secure this warranty by means of a general hypothec on all the Company's property present and future;
3. That Yiannos Michaelides or any director of the Company (each an "**Authorised Signatory**" and jointly "**Authorised Signatories**"), acting individually or jointly, be and are hereby authorised to execute the Notarial Deed and any ancillary documents on the Company's behalf and to agree such amendments, variations or modifications to the Notarial Deed as the Authorised Signatory or Authorised Signatories may in his or their absolute discretion think fit;
4. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to make any declarations required by law on the Notarial Deed and to grant any warranty or guarantee in respect of the Property as may be deemed acceptable to the Company in the sole discretion of the Authorised Signatory or the Authorised Signatories, as the case may be;

A large, stylized handwritten signature in black ink, consisting of a large loop followed by a series of connected strokes.



4. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to do all such further acts and things so as to carry into effect the purposes of the resolutions contained herein and/or to give or execute any or all notices, communications or other documents on behalf of the Company in connection with the Notarial Deed or the transaction contemplated thereby; and

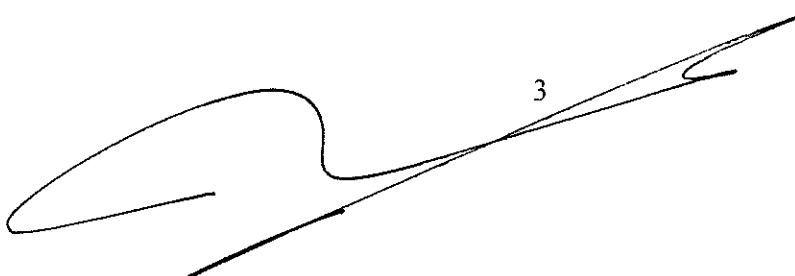
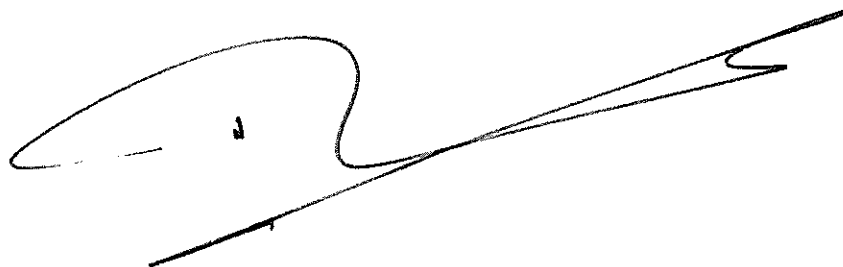
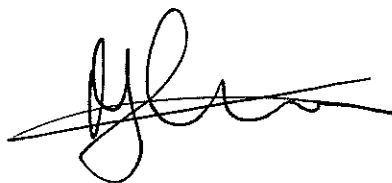
5. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other document.

*Unquote*

Certified true copy this 27<sup>th</sup> day of November 2012



**Dr. Francis Galea Salomone LL.D.**  
**Company Secretary**



3

BKE Property Company Limited  
Company Registration No C 54591  
(the "Company")

**CERTIFIED TRUE EXTRACT OF RESOLUTIONS IN WRITING SIGNED  
BY ALL THE DIRECTORS ENTITLED TO RECEIVE NOTICE OF AND  
TO ATTEND AND VOTE AT A MEETING OF THE DIRECTORS OF THE  
COMPANY**

*Quote*

**DATA**

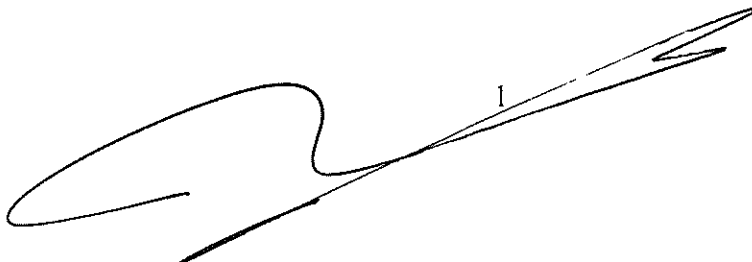
**The Property:** The complex, without official number, known as the Birkirkara Exchange, in Triq Salvu Psaila corner with Triq Borg and with Triq Il-Fniek, within the area known as "Tal-Brieqex" at Birkirkara, which complex includes the buildings and other improvements all without official number, as well as the outside areas, all situated within the boundaries of the complex; which complex has its main entrance on Triq Salvu Psaila and several other unnumbered entrances on Triq Salvu Psaila, Triq Borg and Triq Il-Fniek, with all its rights and appurtenances including its overlying airspace and its underlying terrain, as free and unencumbered, *tale quale*, in its present state and condition.

**Price:** EUR7,850,000 (seven million eight hundred and fifty thousand euro).

**Modality of Payment:** By not later than ten (10) years from the date of publication of the deed of sale and purchase together with interest at the rate of five per cent (5%) per annum due with effect from the date of publication of the deed of sale and purchase until date of effective payment in full and final settlement; provided that if the Purchaser sells or otherwise transfers the Property under any title prior to the above mentioned date, the Price or any outstanding part thereof and all interest due thereon shall become immediately due and payable by the Purchaser to the Company on the deed of sale or other transfer of the Property.

**Security:** Special privilege accorded to the Vendor by law on the Property as warranty for payment of the Price.

**Vendor:** GO p.l.c., registration number C22334.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a series of diagonal strokes.

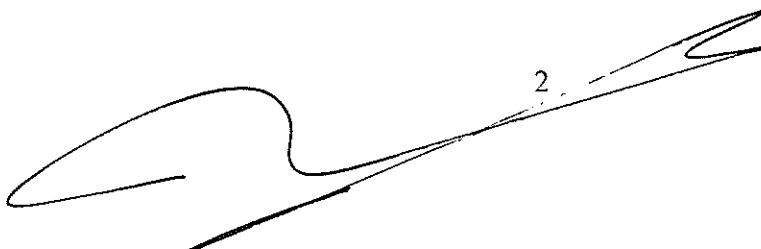


## BACKGROUND

The Directors reviewed the draft notarial deed of sale and purchase, a copy of which is filed in the Company records (the "**Notarial Deed**"), by virtue of which it is proposed that the Company purchases and acquires the Property from the Vendor which desires to sell and transfer the Property at the Price payable in the manner stated above and upon the other terms and conditions contained therein.

## IT IS RESOLVED:

1. That it is in the best interests of the Company for the Company to purchase and acquire the Property from the Vendor for the Price and upon the other terms and conditions contained in the Notarial Deed;
2. That the Company purchases and acquires the Property from the Vendor for the Price and upon the other terms and conditions contained in the Notarial Deed.
3. That Mr. Edmond Brincat or any director of the Company (each an "**Authorised Signatory**" and jointly "**Authorised Signatories**"), acting individually or jointly, be and are hereby authorised to execute the Notarial Deed and any ancillary documents on the Company's behalf and to agree such amendments, variations or modifications to the Notarial Deed as the Authorised Signatory or Authorised Signatories may in his or their absolute discretion think fit;
4. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to make any declarations required by law on the Notarial Deed and to grant any warranty or guarantee in respect of the payment of the Price as may be deemed acceptable to the Company in the sole discretion of the Authorised Signatory or the Authorised Signatories, as the case may be;
5. To accept that since the Property shall be purchased from a company which forms part of the same group as the Company and in order to avoid additional expenses, the Company is not requesting from the Vendor the general hypothec on its property customarily granted by a vendor to a purchaser on a deed of sale of immovable property.

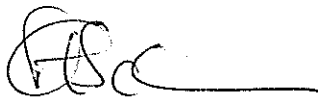
A handwritten signature in black ink, consisting of a large, stylized loop followed by a series of connected strokes that end in a small '2'.

6. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to do all such further acts and things so as to carry into effect the purposes of the resolutions contained herein and/or to give or execute any or all notices, communications or other documents on behalf of the Company in connection with the Notarial Deed or the transaction contemplated thereby; and

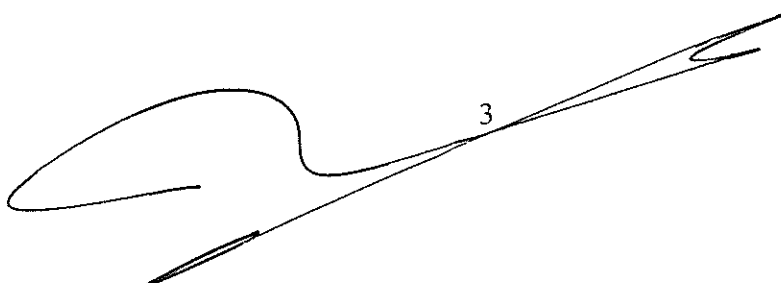
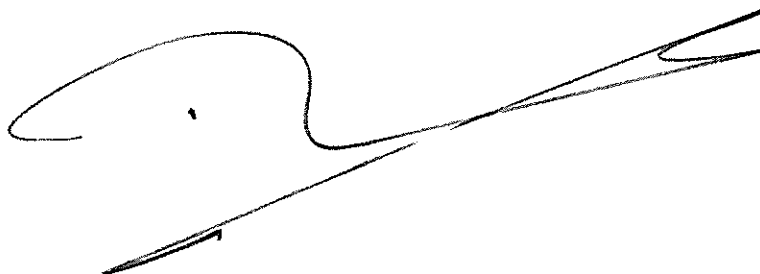
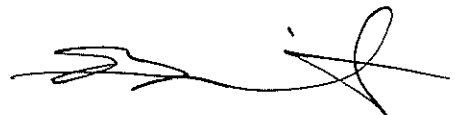
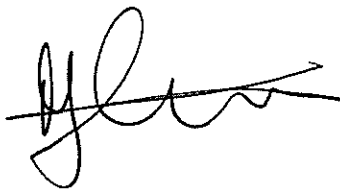
7. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other document.

*Unquote*

Certified true copy this 27<sup>th</sup> day of November 2012



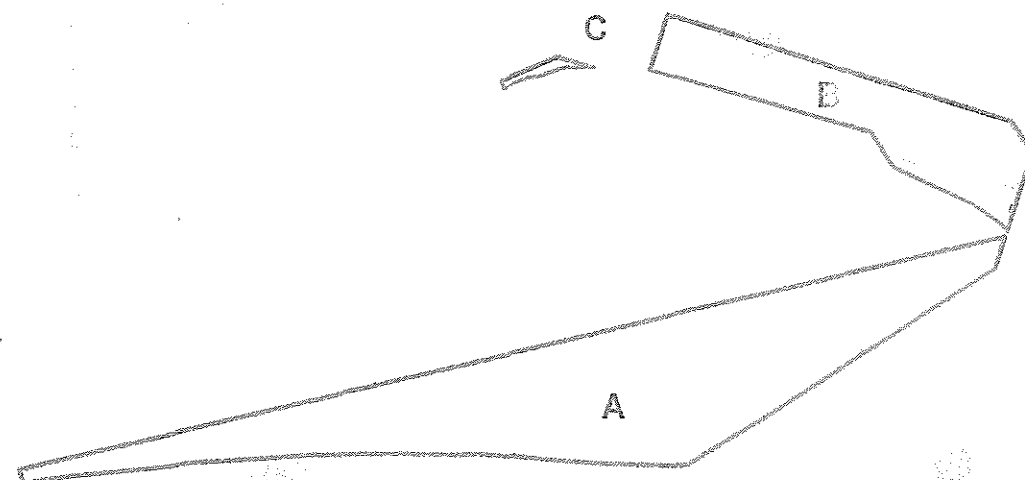
Dr. Francis Galea Salomone LL.D.  
Company Secretary





# SITES AT TRIQU SALVU PSAILA c/w TRIQU BORG BIRKIRKARA

150m  
100  
90  
80  
70  
60  
50  
40  
30  
20  
10  
0  
10  
Scale 1:1000



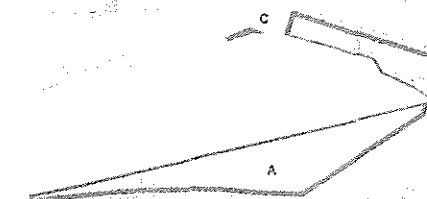
*[Handwritten signature]*

*[Handwritten signature]*

10 0 10 20 30 40 50 60 70 80 90 100 150m

Scale 1:1000

AREA WASHED YELLOW IS INTERPRETED FROM C00192.17e GO PROPERTY SURVEY



Site Plan  
S.S. 5272

Scale 1:2500  
Map Ref. 52542  
72463



**A** PROPERTY No.: E26242  
AREA : 1332m<sup>2</sup>

**B** PROPERTY No.: E26323  
AREA : 449m<sup>2</sup>

**C** PROPERTY No.: E26481  
AREA : 14m<sup>2</sup>

TRANSFERED TO TELEMALTA  
BY VIRTUE OF TELEMALTA ACT

GOVERNMENT PROPERTY DIVISION  
ESTATE MANAGEMENT DEPARTMENT

LOCALITY: BIRKIRKARA

P.D. No: 2010\_965\_B

SCALE 1:1000

FILE: L80/2005/1

DRAWN BY:  
GAUCN003

(sgd. C. Said)

(sgd. R. Camilleri)

A&CE  
DATE: 22/11/2011

Director Estate Management  
DATE: 22/11/2011

UFFICCJU TAT-TAXXI INTERNI  
(Capital Transfer Duty Branch)  
Monti Di Pietà' Buildings  
46, Triq il-Merkanti,  
Il-Belt Valletta  
MALTA



OFFICE OF INLAND REVENUE  
(Capital Transfer Duty Branch)  
Monti Di Pietà' Buildings  
46, Merchants' Street  
Valletta  
Malta

TELEPHONE: 21220481  
Direct Office : 22998139  
Email: [ivan.portelli@gov.mt](mailto:ivan.portelli@gov.mt)

Date: 13<sup>th</sup> November, 2012  
Ref: IR(S) 2012/5537

Mr. Bernard Attard

PricewaterhouseCoopers,  
167, Merchants Street,  
Valletta.

Re: Transfer of Immovable Property by GO p.l.c. (C-22334) to BKE Property Company Ltd (C-54591) - Certificate for Purposes of Article 32(6) of the Duty on Documents and Transfers Act, Chapter 364.

Please refer to letter dated 5<sup>th</sup> November, 2012 regarding the request for exemption between the captioned companies.

On the strength of the Memorandum and Articles of Association of GO p.l.c. (C-22334) and BKE Property Company Ltd (C-54591), and as certified by you in said letter, the matter refers to a transfer of immovable property between the said two companies which are deemed to be the same group of companies within the terms of Article 42 of the Duty on Documents and Transfers Act, Chapter 364, hereinafter referred to as "the Act". As a matter of fact more than fifty per cent of the voting rights of both companies are directly/indirectly owned by the same shareholders.

It is therefore hereby certified, for the purposes of Article 32 (6) of the Act that, on the basis of the facts as known today and as stated above, no duty under the provisions of the Act shall be chargeable on the transfer of the following immovable property from GO p.l.c. (C-22334) to BKE Property Company Ltd (C-54591) :

The complex, without official number, known as the Birkirkara Exchange, in Triq Salvu Psaila corner with Triq Borg and with Triq Il-Fniek, within the area known as "Tal-Briegex" at Birkirkara, which complex includes the buildings and other improvements all without official number, as well as the outside areas, all situated within the boundaries of the complex, which complex has its main entrance on Triq Salvu Psaila and several other unnumbered entrances on Triq Salvu Psaila, Triq Borg and Triq Il-Fniek.

Ivan Portelli  
B.A(Hons); MBA(Executive)  
Enforcement Manager



UFFICCJU TAT-TAXXI INTERNI  
(Capital Transfer Duty Branch)  
Monti Di Pieta' Buildings  
46, Triq il-Merkanti,  
Il-Belt Valletta  
Malta



OFFICE OF INLAND REVENUE  
(Capital Transfer Duty Branch)  
Monti Di Pieta' Buildings  
46, Merchants' Street  
Valletta  
Malta

AIP2012/0163

23<sup>rd</sup> November 2012

### IMMOVABLE PROPERTY (ACQUISITION BY NON-RESIDENTS) CAP 246

With reference to the application dated 19<sup>th</sup> October 2012 for the acquisition of immovable property in Malta, permission is hereby given in terms of the provisions of the Immoveable Property (Acquisition by Non-Residents) Act (Chapter 246), to:

#### **BKE Property Company Ltd.**

to acquire the under mentioned immovable property for the consideration of **€ 7,850,000**

#### Immovable Property

##### Birkirkara Exchange.

The complex, without official number, known as the Birkirkara Exchange, in Triq Salvu Psaila corner with Triq Borg and with Triq Il-Fniek, within the area known as "Tal-Briegex" at Birkirkara, which complex includes the buildings and other improvements all without official number, as well as the outside areas, all situated within the boundaries of the complex; which complex has its main entrance on Triq Salvu Psaila and several other unnumbered entrances on Triq Salvu Psaila, Triq Borg and Triq Il-Fniek and is bounded on the North by Triq Salvu Psaila, on the North West by Triq Il-Fniek and on the South East by Triq Borg, with all its rights and appurtenances including its overlying airspace and its underlying terrain, as free and unencumbered, for the consideration of €7,850,000.

Subject conditions mentioned there under:-

#### **Conditions:**

1. If acquisition is not effected within six months from date of issue of this permit, approval is considered as having been revoked unless extension has been applied for and such extension granted.
2. Within three months from the publication of the deed of acquisition, a certified copy of such deed must reach the Office of the Commissioner of Inland Revenue.
3. That the property is solely used for the business of the applicant and by its associated companies and for no other purpose.

Philip D'Amato  
f/Director  
Capital Transfer Duty

SITES AT  
TRIQ SALVU PSAILA c/w TRIQ BORG  
BIRKIRKARA

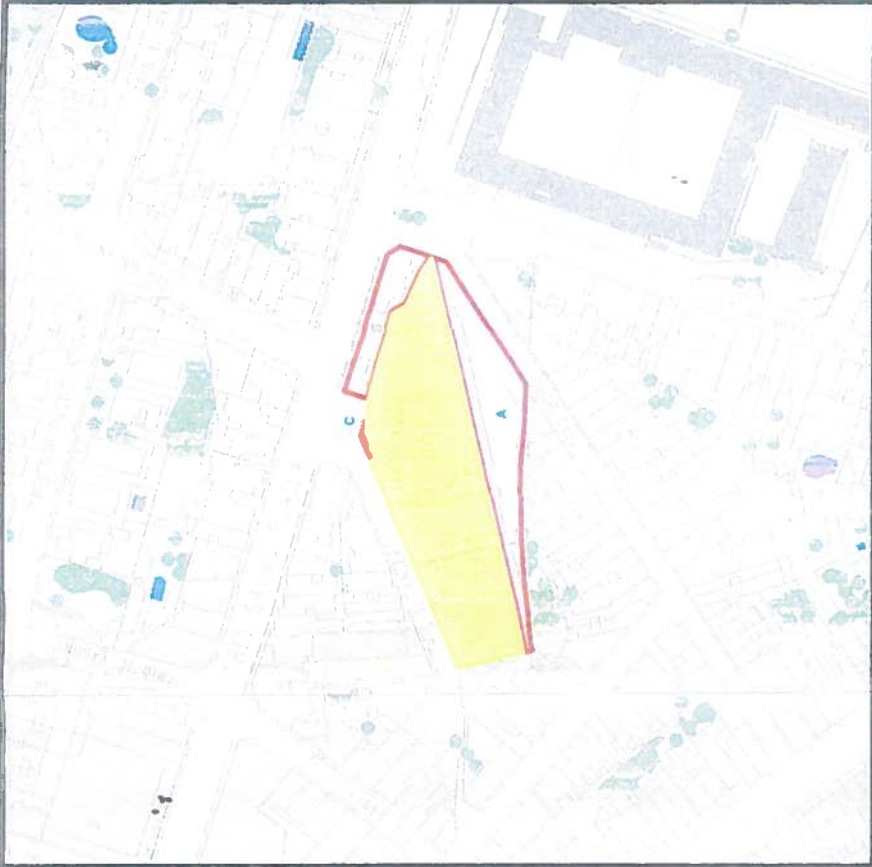
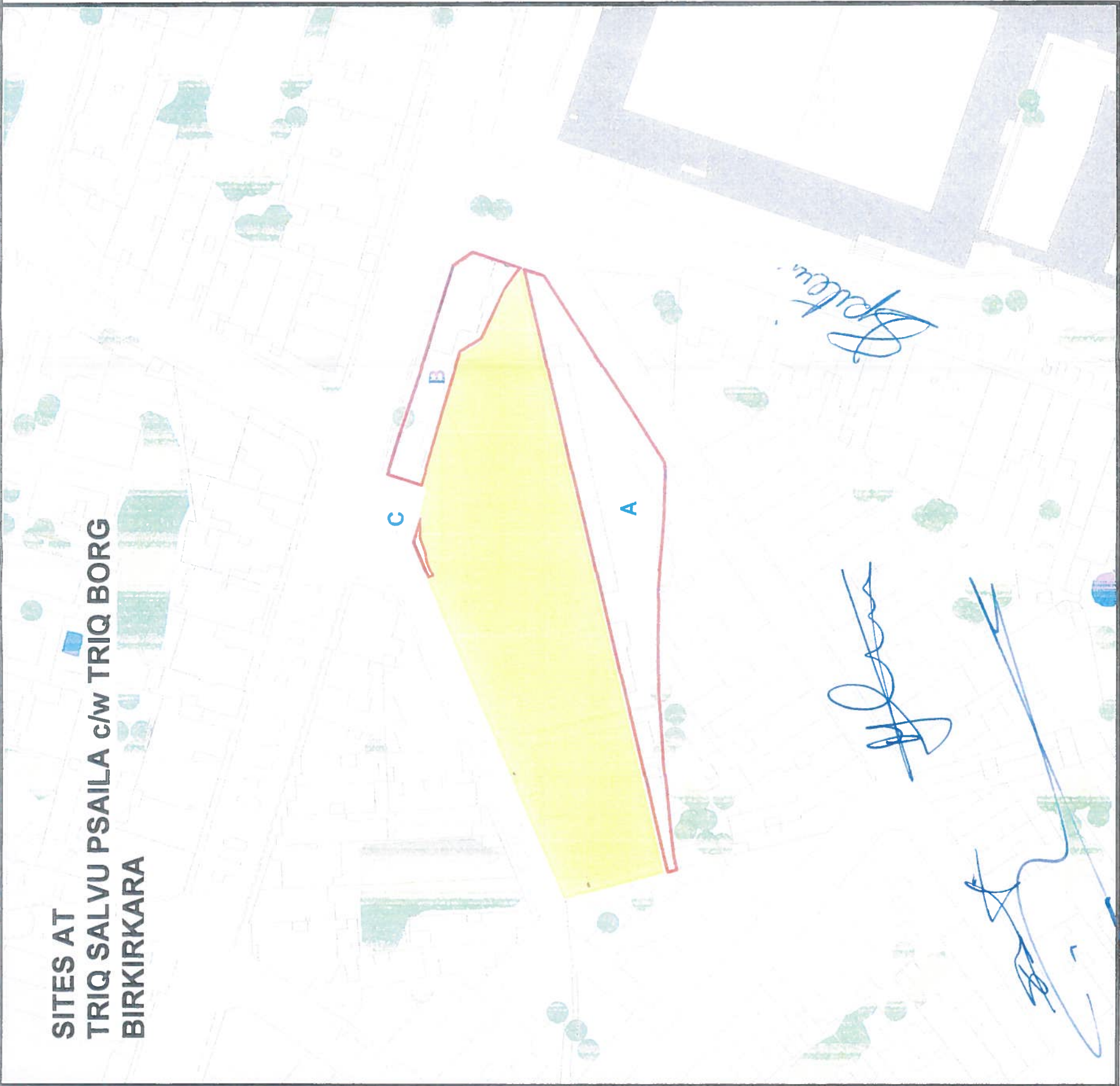


Scale 1:1000



Scale 1:1000

AREA WASHED YELLOW IS INTERPRETED FROM C00192.17e GO PROPERTY SURVEY



Site Plan  
S.S. 5272

Scale 1:2500  
Map Ref. 52542  
72463



A

PROPERTY No.: E26242  
AREA : 1332m<sup>2</sup>

B

PROPERTY No.: E26323  
AREA : 449m<sup>2</sup>

C

PROPERTY No.: E26481  
AREA : 14m<sup>2</sup>



TRANSFERRED TO TELEMALTA  
BY VIRTUE OF TELEMALTA ACT

GOVERNMENT PROPERTY DIVISION  
ESTATE MANAGEMENT DEPARTMENT

LOCALITY: BIRKIRKARA

P.D.No: 2010\_965\_B

SCALE 1:1000

FILE: L80/2005/1

DRAWN BY:  
GAUCN003

(sgd. C. Said)

(sgd. R. Camilleri)

A&CE

Director Estate Management

DATE: 22/11/2011

DATE: 22/11/2011





This Agreement is made the fourth (4<sup>th</sup>) of September of the year two thousand and fifteen (2015).

**BETWEEN:**

On the one part, BKE Property Company Limited, having company registration number C-54591, and having its registered address at Triq Fra Diegu, Marsa. MRS 1501, Malta herein duly represented by Edmond Brincat, ID 450767M, as duly authorised, (hereinafter referred to as 'BKE');

**AND**

on the other part, Vodafone Malta Limited, having company registration number C-10865, and having its registered address at Skyparks Business Centre, Malta International Airport, Luqa, herein duly represented by Amanda Nelson, United Kingdom Passport Number 707799409, as duly authorised (herein referred to as 'Vodafone').

Each a 'Party' and collectively herein after sometimes jointly referred to as the 'Parties'.

**WHEREAS:**

- A. The Parties have entered into a commercial lease agreement in relation to property (land and buildings) currently owned by BKE (previously by GO plc, ultimate parent company of BKE) and leased to Vodafone in Rabbits Lane, Birkirkara built on a plot of land with a footprint of circa 1050 square metres (hereinafter 'the Property'), and used by Vodafone for telecommunications provision purposes;
- B. The current commercial lease agreement was originally entered between GO plc (as the then owner of the Property) and Vodafone and is dated 20<sup>th</sup> May 2009;
- C. By the present, the Parties have agreed to terminate the commercial lease agreement currently in force and regulate the commercial lease of the Property in accordance with the terms and stipulations contained herein;
- D. The Parties wish to formalize their agreement through this formal binding Agreement;

**Now therefore, in consideration of the mutual covenant and obligations contained in this Agreement, the Parties hereby agree as follows:**





**A. Definitions**

1. In this Agreement the following words shall, unless otherwise indicated or unless the context otherwise requires, have the following meanings:

'Business Day' shall mean the hours between 8.00am and 4.30pm, Monday to Friday, excluding public holidays;

'Effective Date' shall mean 1<sup>st</sup> January 2015;

'Force Majeure' shall mean an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, acts or omissions of any authority, industrial disputes of any kind, fire, lightning, explosion, subsidence, inclement weather, acts or omissions of persons or bodies for whom the Party affected by the force majeure is not responsible or any other cause whether similar or dissimilar outside the control of that Party;

'Insolvency Event' shall occur if a Party suspends business for an uninterrupted period of six (6) months, or if it is unable to pay its debts as they fall due, or if any liquidator, controller, receiver, or administrator, howsoever named, is appointed to manage its affairs, or if any winding up order is sought or obtained, provided that anything done in connection with a bona fide solvent reorganisation shall not be deemed to be an Insolvency Event;

'Territory' shall have the meaning assigned to it by Section 124 of the Constitution of the Republic of Malta.

**B. General Rules of Interpretation**

1. Unless the context otherwise requires:
- (a) a reference to a clause, party, annex or attachment is a reference to a clause of the Agreement, and a party, annex or attachment to, the Agreement and a reference to the Agreement includes a reference to any annex and/or attachment thereto attached;
  - (b) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, bye-law, decision, directive and is a reference to that law as amended, consolidated or replaced;
  - (c) a reference to a document includes all amendments or supplements to that document, or replacements of it;



- (d) a reference to an agreement, other than the Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, in writing;
- (e) where the day on or by which something must be done is not a Business Day in Malta, that thing must be done on or by the first following Business Day;
- (f) a reference to a gender, applies to all genders;
- (g) the singular tense shall include the plural and vice-versa;
- (h) headings to clauses in the Agreement are for convenience only and shall not affect the interpretation of the Agreement;
- (i) a reference to a Party includes a reference to its successors in title and permitted assigns;
- (j) the words 'include', 'including' or derivatives thereof shall be taken to mean 'including but not limited to'.

**C. Termination of Current Commercial Lease Agreement**

1. The Parties refer to the lease agreement of the 20<sup>th</sup> May 2009, and by the present agree to terminate the said agreement.
2. For clarity the Parties declare that there are no outstanding disputes or issues of any nature in connection with the above mentioned commercial lease agreement and hereby expressly renounce to any claim in connection thereto and/or any rights relative to any period prior to the Effective Date.
3. For the avoidance of doubt, the Parties further declare that as from the Effective Date, the sole instrument regulating the lease of the Property shall be this Agreement.

**D. Term**

1. This Agreement and the commercial lease subject matter thereof shall be for a definite period of fifteen (15) years running as from the Effective Date (hereinafter 'the Term'). This Agreement shall not be extended or renewed for further terms unless agreed to in writing by both Parties prior to the lapse of the Term.

Provided that on the tenth (10<sup>th</sup>) anniversary of the Effective Date, Parties will commence discussions and by the eleventh (11<sup>th</sup>) anniversary of the Effective

Date agree on whether the Agreement will be renewed for an additional Term or otherwise. For the avoidance of doubt, failure to agree on renewal shall in no way impact the Term.

**E. Termination**

1. During the Term none of the Parties has any unilateral right to terminate the Agreement save as expressly provided for in this Agreement.
2. Without prejudice to any other rights or remedies arising from this Agreement or at law, either Party may unilaterally terminate this Agreement in the event that the other Party effects a material breach of the terms and stipulations herein agreed upon, in which event, the Party exercising the right to terminate shall only be required to issue the Notice of termination in writing to the other Party informing said other Party of the material breach concerned and giving the offending Party not less than thirty (30) days during which to remedy the material breach concerned. Unless remedied, the Notice of termination shall become effective on the lapse of the thirtieth (30<sup>th</sup>) day from date of issue of the Notice of termination. For the purposes of this clause "material breach" shall mean any instance whereby an obligation in this Agreement is not honoured by any Party.
3. Without prejudice to any other rights or remedies arising from this Agreement or at law, either Party may terminate this Agreement immediately if an Insolvency Event occurs to the other Party.
4. BKE reserves the right and Vodafone acknowledges such right to (i) sell or otherwise alienate the Property or (ii) be the subject of a sale of its shares to a third party or (iii) merge with a third party. Any of these actions shall not give any right to either Party (including any third party) to terminate this Agreement. BKE shall strive to, but is not obliged to, provide Vodafone with notification in writing upon BKE's exercise of its rights pursuant to this Clause E4.
5. Any Notice of termination shall be in writing in the English language and it shall be sufficient to show that it was sent to the other Party by recorded courier or registered mail at the address indicated in this Agreement.

**F. Effect of Expiry or Termination**

1. Upon the expiry or earlier termination of this Agreement, all rights hereby granted shall cease and terminate, ipso jure and ipso facto.
2. Clauses J (Warranties and Indemnities) and L (Confidentiality) and all other provisions of this Agreement intended to survive the expiry or earlier termination shall survive the expiry or earlier termination as the context requires.





3. The expiry or earlier termination of this Agreement shall not affect any accrued rights of any of the Parties at the date of expiry or earlier termination arising out of this Agreement or the right to recover any rent due and/or damages or to have recourse to any other legal remedies.
4. For the avoidance of doubt, the Parties declare that the expiry or earlier termination of this Agreement shall be without prejudice to any rights accrued in favour of either Party until the date of expiry or earlier termination of the Agreement, inter alia including the right by BKE to charge for and receive full payment of any and all monies due in connection with this Agreement.
5. Upon the expiry or earlier termination of the Agreement, Vodafone shall be bound to immediately vacate the Property and return the Property to BKE in a general good state of repair. Any immovable improvements or ameliorations which Vodafone might have carried out in the Property shall accede automatically to the Property and Vodafone acknowledges that it shall not have the right to claim any compensation in connection thereto from BKE or any other Party.
6. Any objects, including any equipment, plant or machinery, present in the Property at the expiry or earlier termination of the Agreement shall be deemed abandoned and may be either retained by BKE without any reimbursement to Vodafone or discarded, removed or stored by BKE at Vodafone's expense.

Provided that in case of termination of the Agreement by BKE, Vodafone shall be given sixty (60) days within which it may recover any of its objects or third party objects in its custody, including any equipment, plant or machinery, present in the Property at the expiry or earlier termination of the Agreement.

7. Any delay in vacating the Property shall render Vodafone liable to pay unto BKE pre-liquidated damages for mere delay being a daily charge per calendar day equivalent to 1% of (i) the annual rent chargeable in that year, if the delay occurs during the Term or (ii) at the rate applicable in the last year of the Term if the delay occurs after the Term.

**G. Agreed Use and Limitations Thereto**

1. The Parties acknowledge and agree that the Property is a commercial tenement.
2. BKE hereby grants Vodafone on a title of lease the Property for the Term limitedly to be used exclusively by Vodafone and only for the purposes of housing telecommunications equipment and office facilities supporting Vodafone's technical and commercial functions.



3. Throughout the Term, Vodafone is and shall always be prohibited from effecting any structural alterations to the Property, without BKE's formal consent in writing. Such consent shall not be unreasonably withheld.
4. Vodafone is and shall always be prohibited from creating or suffering any pledge, lien, or burden of any type in connection with the Property.
5. The lease shall be subjected further to the obligation that Vodafone shall, in exercising its rights, conform with all applicable laws and regulations, including all health and safety requirements.
6. Vodafone is expressly precluded from sub-letting, renting out, entering into a management agreement, granting any rights whether in full or in part, re-assigning or in any other way allowing third parties to come into possession or to make use of the Property or any part thereof in any way, whether for consideration or gratuitously. For the avoidance of doubt this clause shall not be interpreted as prohibiting Vodafone from offering co-location services, granting any rights whether in full or in part in relation to services part of Vodafone's business operations and/or allow third party technical installations against payment as these services are to be considered as part of the normal business operations of Vodafone. Furthermore, this Clause shall not be interpreted as prohibiting Vodafone from compliance with applicable law, rules, regulations/or guidelines, including but not limited to guidelines issued or access requests by competent authorities.
7. Vodafone shall throughout the Term keep the Property in a good state of repair and shall be fully responsible for all ordinary maintenance and repairs of the Property, external and internal. BKE shall be responsible for all extraordinary maintenance of the Property unless this is the result of damage sustained through the operations of Vodafone, in which case such extraordinary maintenance shall be carried at Vodafone's sole cost and expense.
8. Vodafone shall be responsible for the full and prompt payment of any licence fees and utility charges in connection with the Property. For the avoidance of doubt, utility charges shall include water, electricity and telecommunication services. All utility services in the Property throughout the Term shall be registered in Vodafone's name and shall be transferred unto BKE's or it's nominees name at the termination of the lease if BKE so requests.
9. BKE reserves the right, which Vodafone hereby acknowledges and binds itself to comply with, to enter the Property, upon giving Vodafone at least twenty four (24) hours prior notice in writing depending on the circumstances being given *inter alia* to ensure that the Property is being used in compliance with the terms and stipulations of this Agreement. In any such situation, Vodafone warrants and binds itself to assist BKE by granting and facilitating prompt access to the Property during a Business Day.



10. The Property is being leased tale quale in the "as is" state and condition, with immediate vacant possession in favour of Vodafone. Vodafone acknowledges that it is already in occupation of the Property and has been so for some time. Vodafone accepts the Property in the "as is" state and condition. BKE makes absolutely no warranties or representations regarding the condition of the Property.

#### **H. Non-Permissible Use**

1. Without prejudice to anything contained in this Agreement or at law, Vodafone is hereby expressly prohibited from using or allowing any person to use the Property or to do or permit anything to be done or kept in or about the Property which might:
- i. Cause damage to the Property;
  - ii. Constitute a violation of any legal requirements;
  - iii. Violate any requirement or condition of any insurance policies covering the Property and/or any use thereof, or which might constitute a hazard to the Property or any third party;
  - iv. Constitute a nuisance, annoyance or inconvenience which may disturb the quiet enjoyment of users, owners or occupiers of property in the vicinity of the Property;
  - v. Constitutes an unlawful, immoral or objectionable occurrence or condition.

#### **I. Rent**

1. The rent payable by Vodafone to BKE shall be of €170,000 (one hundred and seventy thousand Euro) per annum exclusive of any applicable tax, whether direct or indirect, that may be in force or may come into effect during the Term. For the avoidance of doubt, the Parties hereby agree that any such tax element shall be exclusively to the account of Vodafone.
2. The rent payable shall be incremented annually and charged in terms of increases in the Retail Price Index (RPI) issued by the National Statistics Office in Malta. In the event that the change in the Retail Price Index is negative, the Parties hereto agree that no decrease in the rent payable for the given year shall be applicable. The Parties agree that if and when BKE embarks upon the construction of part of the adjacent site (more specifically an area having a length of 12 (twelve) meters in Triq il-Fniek starting from the Property's dividing wall contiguous with property also belonging to BKE, towards the direction of Triq Salvu Psaila, the increase in RPI shall be suspended whilst construction (not finishes) works are being undertaken for a maximum period of three consecutive years. This suspension of increase shall only apply once during the Term.



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3. Rent shall be paid quarterly in advance within 15 (fifteen) calendar days from BKE issuing the relative invoice. The first payment of rent shall fall due on the Effective Date and subsequently every three months thereafter from the anniversary after the Effective Date.
4. BKE shall issue an invoice to Vodafone for the Rent. For the avoidance of doubt the increase in RPI shall be calculated and invoiced as outlined in the below example:
- Year 1 being 2015 at base rate of €170,000
  - Assuming RPI of 2% in 2015 announced by NSO in September 2016, Year 2 rent will be invoiced as follows:
    - January 2016 invoice for the amount of €42,500 covering from January to March 2016;
    - April 2016 invoice for the amount of €42,500 covering from April to June 2016;
    - July 2016 invoice for the amount of €42,500 covering from July to September 2016;
    - September 2016 invoice for the amount of €2,550 covering RPI adjustment for 2016 for the period January to September (being  $€170,000 * 2\% / 12 * 9$ );
    - October 2016 invoice for the amount of €43,350 covering from October to December 2016.
  - Assuming RPI of 1.8% in 2016 announced by NSO in August 2017, Year 3 rent will be invoiced as follows:
    - January 2017 invoice for the amount of €43,350 covering from January to March 2017;
    - April 2017 invoice for the amount of €43,350 covering from April to June 2017;
    - July 2017 invoice for the amount of €43,350 covering from July to September 2017;
    - August 2017 invoice for the amount of €2,340.90 covering RPI adjustment for 2017 for the period January to September (being  $€173,400 * 1.8\% / 12 * 9$ );
    - October 2017 invoice for the amount of €44,130.30 covering from October to December 2017.
5. The Parties acknowledge and agree that prompt payment is of the essence and that any failure to promptly pay on the part of Vodafone of any rent due shall constitute a material breach of this Agreement for which Lessor shall have the right to terminate the Agreement pursuant to Clause E(2).
6. Interest at the rate of 3 months Euribor plus a margin of 5% shall run on all outstanding rent. For the avoidance of doubt interest charges shall under no circumstance be interpreted as being in lieu of the non-payment of rent on the due date from being considered a material breach of this Agreement.



**J. Warranties and Indemnities**

1. The Parties warrant that they have the right to enter into this Agreement and that they are duly authorized to operate within the Territory.
2. The Parties warrant and bind themselves to ensure that all representations and warranties given shall remain true as if repeated throughout the Term.
3. Vodafone warrants and binds itself to ensure that its use of the Property shall be at all times in conformity with any and all applicable laws and regulations.
4. Notwithstanding any other provision in this Agreement, Vodafone shall be liable for and warrants and binds itself to fully cover and pay for any and all direct and/or indirect damages sustained by BKE as a consequence of the lease and the use of the Property, including any equipment, plant, or machinery operated therefrom. Under no circumstance shall BKE be held liable for any direct, indirect or consequential losses, damage, injury, cost or expense of any kind whatsoever, including economic losses as a consequence of the lease and the use of the Property by Vodafone.
5. Vodafone indemnifies and shall keep BKE indemnified and harmless from and against any damages and/or claim and/or liability received, incurred or suffered by BKE which arises in connection with any warranty herein given and/or any direct action or inaction by Vodafone in connection with the lease and/or the use of the Property.
6. Without prejudice to the generality of the foregoing, Vodafone hereby fully indemnifies and shall keep BKE indemnified and harmless from and against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever, including the Property, which arise out of or in consequence of any act or omission by Vodafone, its employees, representatives, contractors, service providers, or agents, in relation to the Property and the use thereof.
7. BKE indemnifies and shall keep Vodafone harmless from and against any claim and/or liability received, incurred or suffered by Vodafone which *inter alia* arises in connection with any warranty herein given by BKE.
8. The indemnified Party shall notify the indemnifying Party of any relevant claims or proceedings brought against the indemnified Party and for which a claim of indemnification is to be made. The indemnifying Party shall be entitled, but shall not be obliged, to take whatever legal action it decides upon in its sole discretion to prevent or deal with such claim or in relation to such proceedings and the



indemnified Party shall provide the indemnifying Party with all such co-operation and assistance as the indemnified Party may reasonably request.

**K. Insurance**

1. At all times during the term, Vodafone shall keep in full force and effect, the following insurance policy issued by a reputable insurance company authorised to carry on insurance business in Malta.
2. At all times during the term, Vodafone undertakes to be covered by a Public and Product Liability Insurance Policy with cover for sums which Vodafone shall become legally liable to pay as damages in respect of :
  - a. Accidental bodily injury (including death or disease ) to any person;
  - b. Accidental loss or damage to material property.
3. Such Policy shall have limit of liability of at least three million Euro (€ 3,000,000), for any one occurrence, but unlimited in any one period of insurance. The policy shall also be endorsed to include a Cross Liability clause and a waiver of Subrogation clause.
4. Insurance cover for any additional installation to the leased structure is the sole responsibility of Vodafone.

**L. Confidentiality**

1. Each Party warrants and binds itself to keep this Agreement strictly confidential and, save where strictly necessary (for example as will be the case of any disclosures that BKE will make as part of the spin-off process of its immediate parent company, Malta Properties Company Limited, from its parent company GO plc) in order to carry out or exercise the rights subject matter of this Agreement, shall not disclose its contents to any third party.
2. Each Party, for itself, its agents, employees and representatives, shall keep confidential and warrant and bind itself not to use or disclose to any person any 'secrets and/or confidential information' of the other Party or of any of that other Party's affiliated or associated or related companies which may come to their knowledge in connection with this Agreement and the subject matter thereof.
3. The aforementioned notwithstanding, the Parties hereby agree that no liability shall arise as a result of the dissemination of any 'secrets and/or confidential information' which:
  - i. was in the possession or control of the disseminating Party prior to the date of disclosure to that Party by the other Party; or





- ii. was in the public domain or enters in the public domain through no improper act by the Party to which such information was disclosed or any of that Party's agents, employees or representatives; or
- iii. was rightfully given to a Party by a source independent of the other Party, and provided further, that each Party shall be permitted to disclose any 'secret and/or confidential information' to the extent required by applicable law or regulatory or governmental authorities.

**M. Personal Contract**

- 1. This Agreement is personal to the Parties, which save as provided in clause E subsection four (4) shall not assign, in whole or in part, the Agreement or any rights or interest in it.

**N. Force Majeure**

- 1. Neither Party shall be liable for any breach of this Agreement caused by Force Majeure.
- 2. The Party affected by Force Majeure shall as soon as possible notify the other of the estimated extent and duration of such inability to perform its obligations.
- 3. Upon the cessation of the delay or failure resulting from Force Majeure the Party affected by the Force Majeure shall as soon as possible notify the other of such cessation.

**O. Notices**

- 1. Unless otherwise stated in this Agreement, all communications required under this Agreement shall be in writing, in the English language and shall be deemed to have been duly given:
  - a. If delivered in person (during normal business hours of the recipient) upon delivery; or
  - b. If transmitted by facsimile transmission, upon receipt of the transmission report by the sender confirming the successful transmission of the fax, provided that this fax is sent on a Working Day; or



- c. If by electronic mail (during normal business hours of the recipient), upon sending; or
  - d. If delivered by registered mail, on the date specified in the receipt card.
4. Any notices to be given under this Agreement shall be sent by an authorised representative of the sending Party in writing to the following:

BKE:

Address: For the attention of the CEO  
BKE Property Company Limited  
c/o Malta Properties Company Limited  
GO, Fra Diegu Street, Marsa. MRS 1501

Vodafone:

Address: For the attention of the CEO  
Vodafone Malta Limited,  
Skyparks Business Centre, Malta International Airport, Luqa.

**P. Governing Law**

- 1. This Agreement shall be construed and interpreted according to the laws of the Republic of Malta, without giving effect to principles of conflict of laws.
- 2. In the event of any dispute arising out of or in connection with this Agreement, including any question relating to its validity, interpretation, breach or termination, such dispute shall be referred to the exclusive jurisdiction of the Maltese Courts for final determination.

**Q. General**

- 1. This Agreement may only be amended by written agreement signed by and on behalf of all Parties.
- 2. It is understood and agreed that the only relationship between the Parties shall be that of independent landlord and tenant and that no agency, employment, joint venture or partnership is created by the Parties under this Agreement nor that the Parties endorse the products or services of each other. Both Parties warrants and bind themselves not to make any representation on each other's behalf.
- 3. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor shall any waiver be implied from the offer and/or acceptance of any payment and no waiver with respect to



any right or rights shall extend to or affect a waiver of any subsequent breach. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. Any waiver to be effective must be in writing.

4. If any provision of this Agreement is declared to be invalid, unenforceable or illegal by the competent courts, such provision may be severed from this Agreement, and such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute for any invalid, unenforceable or illegal provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, unenforceable or illegal provision.
5. Each Party shall be responsible for any fees and expenses incurred by it in connection with the negotiation and drafting of this Agreement.
6. This Agreement has been drafted in the English language and the English text shall be regarded as the authoritative text. If this Agreement is translated into any other language, any ambiguity or disagreement that may arise shall be resolved by reference to the English text.
7. This Agreement constitutes the whole agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter. Each Party acknowledges that it has not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and, having negotiated and freely entered into this Agreement, agrees that it shall have no remedy in respect of any other such representation or warranty provided that nothing in this Clause shall operate to limit or exclude any liability for fraud.

**IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above written and drawn up in duplicate.**

Executed for and on behalf of BKE Property Company Limited:

Edmond Brincat  
Authorised Signatory

  
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Executed for and on behalf of Vodafone Malta Limited:

Amanda Nelson  
Authorised Signatory

  
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