



**Property Valuation**  
Ref: C00585.01\_13\_2022

**Rabat Exchange**  
*Telgħa tas-Saqqajja*  
**Rabat**  
**Malta**

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



AP Valletta Ltd.,  
4, Sappers Street,  
Valletta VLT 1320  
Malta

tel +356 21 243 981  
fax +356 21 243 997  
<http://www.apvalletta.eu>



17<sup>th</sup> May 2022

Our Ref: C00585.01\_13\_2022

**Valuation:** Rabat Exchange, it-Telgħa tas-Saqqajja, Rabat, 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 possession thereof, subject to the terms 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 interest of the property in caption in its current state to be **€1,300,000** (*one million and three hundred thousand Euro*).

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

Encl: Valuation Report



17<sup>th</sup> May 2022

Our Ref: C00585.01\_13\_2022

## Valuation Report

- 1. Client** Malta Properties Company plc.
- 2. Object of Valuation** Rabat Exchange, *it-Telgħa tas-Saqqajja*, Rabat, Malta.
- 3. Proprietor** Malta Properties Company plc.
- 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, 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.

The property value stated in the Valuation Certificate refers to the immovable things – as defined in articles 308 through 311 of Chapter 16 of the Laws of Malta – of the object of the valuation, with the exclusion of telecommunications equipment and installations within or attached to the property, even if they are so fixed thereto as to render them immovable according to law.

## 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;
- 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 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 internally on the 26 <sup>th</sup> November 2020, and externally on the 24 <sup>th</sup> of February 2022 in the presence of a representative of the Proprietor.
<b>9. Inspected by</b>	Vanessa Farrugia and Matthew Vella Critien, for and on behalf of AP Valletta Ltd., as appointed delegates 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 three-storey block with frontage onto <i>it-Telgha tas-Saqqajja</i> and onto a stairway known as <i>it-Taraġ tas-Saqqajja</i> . The property houses a telephone exchange which is in operation, and offices which are currently disused.
<i>Construction Type:</i>	The structure consists of masonry load bearing walls and reinforced concrete ceilings.
<b>12. Tenure</b>	The property is freehold, as indicated in the copy of the title deed provided by the Client (refer to Annex 5).
<b>13. Occupation</b>	At the time of inspection, the property was occupied by GO plc and used as a telephone exchange. The lease agreement is enclosed at Annex 6. The agreement is for an Initial Period of 10 years which commenced on the 1 <sup>st</sup> January 2015, with three additional periods of 5 years each exercisable at the option of the Tenant. 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.

The tenant enjoys the right, at any time during the last 12 months of the third additional period, to exercise its option to purchase the property at an amount equivalent to the capitalisation at 6.0% of the rent due during such period.

The Client has informed the undersigned that it is likely that the tenant will vacate the property by the end of the first lease term that is by December 2024. The property has been valued based on the assumption that the tenant vacates the property at the end of the said term.

**14. Age**

Judging by the state of the property and the methods and style of construction, the property is considered to have been constructed in the 1980s.

**15. Location**

*Aspect:* The property is located on a distributor road on the outskirts of Rabat and Mdina. It overlooks the open countryside.

*Surroundings:* The property is surrounded by a mix of types of properties, being mainly residential, but also including some catering and commercial outlets.

*Amenities:* The property is situated within walking distance of a number of amenities such as public transport routes, banking facilities, places of entertainment, recreational areas and public gardens as well as small shops.

**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**

Rabat 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 at Annex 4).

Floor	Space use	Area (m <sup>2</sup> )
Ground Floor Level	Generator Room	≈ 36
	Cable Chamber	≈ 29
	Equipment Room (Innovate)	≈ 14
	Power room	≈ 6
	First aid room	≈ 8
	Store	≈ 34
	Store	≈ 25
	Toilets	≈ 6
	Corridor	≈ 34
	<b>Net Internal Area, NIA</b>	<b>≈ 192</b>
	Stairwell	≈ 17
	Shaft	≈ 5
	Walls (incl. internal walls)	≈ 40
	<b>Gross External Area, GEA</b>	<b>≈ 254</b>
First Floor Level	Office	≈ 42
	Test room	≈ 29
	PCM	≈ 15
	Office	≈ 22
	Battery room	≈ 51
	Rectifier room	≈ 24
	Toilets	≈ 6
	Corridor	≈ 33
	<b>Net Internal Area, NIA</b>	<b>≈ 222</b>
	Stairwell	≈ 17
	Shaft	≈ 10
	Walls (incl. internal walls)	≈ 57
	<b>Gross External Area, GEA</b>	<b>≈ 306</b>
Second Floor Level	Office	≈ 48
	AXE equipment room	≈ 63
	Office	≈ 24
	Office	≈ 27
	Office	≈ 21
	FMUX room	≈ 24
	Toilets	≈ 6
	Corridor	≈ 11
	<b>Net Internal Area, NIA</b>	<b>≈ 224</b>
	Stairwell	≈ 17
	Shaft	≈ 10
	Walls (incl. internal walls)	≈ 55
	<b>Gross External Area, GEA</b>	<b>≈ 306</b>
<b>TOTAL Net Internal Area, NIA</b>		<b>≈ 638</b>
<b>TOTAL Gross External Area, GEA</b>		<b>≈ 866</b>

#### Outbuildings and External Areas

Space use	Area (m <sup>2</sup> )
Back yard	≈ 17

A survey of the boundaries of the property was commissioned in May 2011 by the Proprietor at the time (GO plc). The survey established that the party wall on the West side of the property stepped “out” (i.e. towards the West) as it rose from floor to floor. The plans at each of the four levels (including roof) as determined by this survey are attached in Annex 4.

An intrusive survey with a miniature camera introduced into holes bored into the said wall revealed a “dead” space and structures supporting the party wall on weak sloping terrain. It is here assumed that this space and supporting structures form part of the property.

The survey drawings show a passageway (marked in yellow) and the remains of a Roman wall (marked in dark grey). It is possible that the property extends to encompass the land occupied by these two features. However, this could not be ascertained with any confidence at the time of valuation. Therefore, this valuation excludes these parts. It is nevertheless recommended that further investigation is undertaken to ascertain title over these parts.

#### 19. The Site

*Boundaries:* Site boundaries of the property are clearly defined by party walls all round, with one part defined by frontage on a public road, one part being defined by frontage onto a stairway and one part being defined by a party wall abutting onto the same stairway / passageway.

*Physical Characteristics:* The site is situated on 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 by the Client. 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 property has a frontage of approximately 13m on *it-Telgħa tas-Saqqajja*, including its main access, with a side and back façade (at first and second floor levels) overlooking *it-Taraġ tas-Saqqajja*. The depth of the

property is approximately 20.5m and the total area of the site in question is approximately 370m<sup>2</sup>. Since the site is situated on high ground, it is not prone to flooding.

*Easements:* As indicated by the Client, the property is subject to the following additional burdens and rights: The property enjoys the servitude of windows onto a staircase on its East facing boundary. The property also has windows on its North facing boundary overlooking an external area, the ownership of which is not known. No other easements or servitudes were observed or brought to the attention of the undersigned by the Client.

*Hypothecs – Privileges:* As informed by the Client the property is subject to the following hypothecs:

- **H. 23238/201:** General Hypothec on all the property of MPC as principal debtor and on all the respective properties of MCB, SLM, SPB and ZTN as joint and several sureties. Special Hypothec on:
  - i. The Rabat (Malta) Exchange property of MPC.
  - ii. The Floriana Saint Francis Ravelin Complex - the Bastions Floriana property of MPC.
  - iii. The Victoria Exchange property of MPC.
  - iv. The Mosta Exchange property of MPC.
  - v. The Go Head Office property of MCB.
  - vi. The Sliema New Exchange - Sliema Exchange Site A property of SLM.
  - vii. The Saint Paul's Bay New Exchange property of SPB.
  - viii. The Żejtun Exchange - GO Technical Centre Żejtun property of ZTN Granted by MPC in favour of HSBC in warranty of the loan of EUR16,000,000 granted by HSBC to MPC by virtue of the deed in the Records of Notary Pierre Attard of the 22/12/2016.
- **H. 23239/2016:** General Hypothec on all the property of MPC as principal debtor and on all the respective properties of MCB, SLM, SPB and ZTN as joint and several sureties. Special Hypothec on:
  - i. The Rabat (Malta) Exchange property of MPC.

- ii. The Floriana Saint Francis Ravelin Complex - the Bastions Floriana property of MPC.
  - iii. The Victoria Exchange property of MPC.
  - iv. The Mosta Exchange property of MPC.
  - v. The Go Head Office property of MCB.
  - vi. The Sliema New Exchange - Sliema Exchange Site A property of SLM.
  - vii. The Saint Paul's Bay New Exchange property of SPB.
  - viii. The Żejtun Exchange - GO Technical Centre Żejtun property of ZTN Granted by MPC in favour of HSBC in warranty of the loan of EUR8,500,000 granted by HSBC to MPC by virtue of the deed in the Records of Notary Pierre Attard of the 22/12/2016.
- **H. 7471/2022:** General Hypothec on all the property of SGE as principal debtor General Hypothec on all the property of MPC as joint and several surety. Special Hypothec and Special Privilege on the Swatar HSBC Contact Centre property of SGE granted to BOV in warranty of the loan of EUR6,500,000 granted by BOV to SGE by virtue of the deed in the Records of Notary Hans Karl Attard of the 21/03/2022.

The Client did not inform of any other General Hypothecs registered against the Proprietor and no other Special Hypothecs and / or Special Privileges burdening the property.

## 20. Roads

*It-Telgħa tas-Saqqajja* is made up and has been recently reconstructed in parts due to subsidence, and resurfaced 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 North West Local Plan (NWLP) published by the Malta Environment and Planning Authority (MEPA), which has now been succeeded by the Planning Authority (established in 2016). The Local Plan indicates that the

property falls within an Urban Conservation Area and within an Area of High Landscape Value.

The property falls also within an area zoned as a Residential Area under Policy NWUS 3, where the allowable building height is of three floors plus a six-course high semi-basement, as further defined in the Development Control Design Policy, Guidance and Standards 2015 (DC15). Although a receded floor above the existing building may be considered acceptable by the Planning Authority, it is being considered that the approval of such additional volume is not an automatic right in view of the sensitive location of the property and also in view of the Authority's conservative approach to requests for extensions in UCAs and ODZ settlements. Thus, although the valuation includes a value for the airspace, such value was arrived at by taking a conservative approach as to the allowable volume that could be considered acceptable by the Planning Authority.

Section 5.2.7 of the NWLP gives the background for the formulation of Policy NWUS 3 and states: *Residential areas make up major parts of urban areas (e.g. 71% of Rabat urban area) and are dominated by residential uses, especially on levels above ground floor. The range of activities, especially at ground floor, tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local need.... Garage businesses, schools, bars, restaurants and coffee shops, and tourist accommodation 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.*

Section 5.2.8 further highlights that *"Rabat is associated with visitor attractions due to the numerous historic sites."*

In this respect, the following is a list of acceptable land uses (new uses, extension to existing uses, and change of uses) within all frontages located within the Residential Areas under Policy NWUS-3:

- Class 1:** Dwelling uses
- Class 2:** Residential institutions/Nursing homes (small)
- Class 3:** Hostels
- Class 4:** Small shops (< GFA 50sqm – 75sqm)
- Class 5:** Offices (<GFA 75sqm)/ Supermarkets
- Class 7:** Non-residential institutions (small scale)
- Class 8:** Educational facilities
- Class 9:** Assembly and leisure (small scale)
- Class 11:** Business and light industry (with limitations)
- Other:** Taxi business or or hire of motor vehicles



It is noted that the above Class references are as applicable at the time of approval of the Local Plan.

Additionally, the property falls within a Category 1 ODZ Settlement. Section 5.4 of the North West Local Plans states: *In Category 1 ODZ Settlements identified by Policy NWRS 1, as shown on Maps 3.1 to 3.3, which are in close proximity to the main urban area or separated by an undeveloped gap of local significance, due attention must be given to the design of new buildings within the established boundary, especially those on the edge of the boundary of the settlement, to ensure there are no adverse visual impacts, especially through the creation of new party walls. A side garden of at least 3.0m, with an elevation fronting upon it; will be required for sites on the boundary's edge. Priority will be given to the rehabilitation of buildings of historical or architectural interest within these settlements."*

Since the property was constructed prior to 1992, no details of its planning permit status were available on the website of the Planning Authority. Furthermore, the Client did not provide any copies of any applicable planning permits for the property. For the purposes of this report it is being assumed that the property is covered by the requisite permits or licences required to be held at the time of construction. Furthermore, although the use of this building as a telephone exchange does not fall under any of the permitted Use Classes above, it is noted that the property has stood for over 20 years and that there is no enforcement action on the property.

It is to be noted that an application with reference PA/08732/18 has been submitted to the Planning Authority for the development of a new hotel on *Saqqajja* Hill. This application has been approved by the Planning Authority in July 2021 however, an appeal was filed at the Environment and Planning Review Tribunal. The appeal is currently ongoing. Should the permit be confirmed, this may have an impact on property values in the area. In view of the fact that the appeal is still being processed no consideration has been made in this update on any impact of an eventual approval of the said application.

Although the current and historical use of the property as a telephone exchange and ancillary offices is not specifically permitted by the Local Plan for the area, it has been considered that the commercial use of the property has been established and that therefore it may be refurbished and used for commercial purposes.

**22. Statutory considerations** There does not appear to be any infringement of current sanitary regulations.

**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	Roof tanks
2nd class water supply	Not available
Rainwater storage	Not available
Fire-fighting system	Available
Soil water treatment	Not available
Soil water disposal	Main sewer
Electrical/ELV services	Description and Notes
Main power supply	National grid
Essential power supply	Generator
Alternative power supply	Not available
Intruder detection	Available
Intruder alarm system	Available
Fire detection system	Available
Energy saving system	Not available

Other services	Description and Notes
Lifts	Not available
Air-conditioning system	Available
Central heating	Not available
Under-floor heating	Not available
Booster pumps	Not available
TV services	Available
Telephone service	Available

**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:

On the date of the last internal inspection (2020), visible cracks were noted to have appeared in some of the walls of the building. No visible evidence of what may have caused such cracks was noted, although the recent resurfacing of the road may have contributed in some way.

During the site inspection carried out for the purposes of this current valuation, cracks were recorded in the staircase as well as in rooms and corridors in various parts of the building. Spalling concrete from the underside of the ceiling slab in one of the offices at the back of the second floor level was also noted. It is highly recommended that such cracks and spalling are monitored in order to address any issues that may require immediate action.

Finishes within the property are generally of a basic standard throughout. These include *marmettone* floors, plastered and painted walls, laminated parquet flooring, aluminium and glass partitions, partly plastered and partly suspended ceilings, a mix of timber, glass, steel and aluminium apertures, and a marble-clad staircase. Signs of rising damp are visible throughout the ground floor. The property is considered to require a full refurbishment.

## **25. Environmental Considerations**

The property has three main exposed façades, the front façade facing South East, the side façade facing North East and the back façade facing North West. The property does not include any energy-saving aspects that could be detected during the inspection carried out.

## **26. 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 5.40% 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, cost increases and any necessary refurbishments. The expected market rent is likewise subject to inflation. The

final value is determined on the basis of the cash flow and an expected exit yield in year 11.

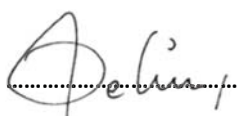
It is to be noted that the property is not in a good state of repair, and that lack of maintenance may result in further loss of value until the date of vacation by the current tenant. It is therefore recommended that the level of maintenance is kept to good standard ensuring that the property remains attractive to new and prospective tenants. It is the opinion of the undersigned that the market value will be affected negatively in the event that the property's condition continues to deteriorate further.

## 27. 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 this, 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 update 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.



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



**Annexes:**

1. Site plan, 1:2500
2. Photographs
3. Extracts from North West Local Plan
4. Floor plans and perimeter survey drawings presented by the Client
5. Title Deed
6. Lease Agreement







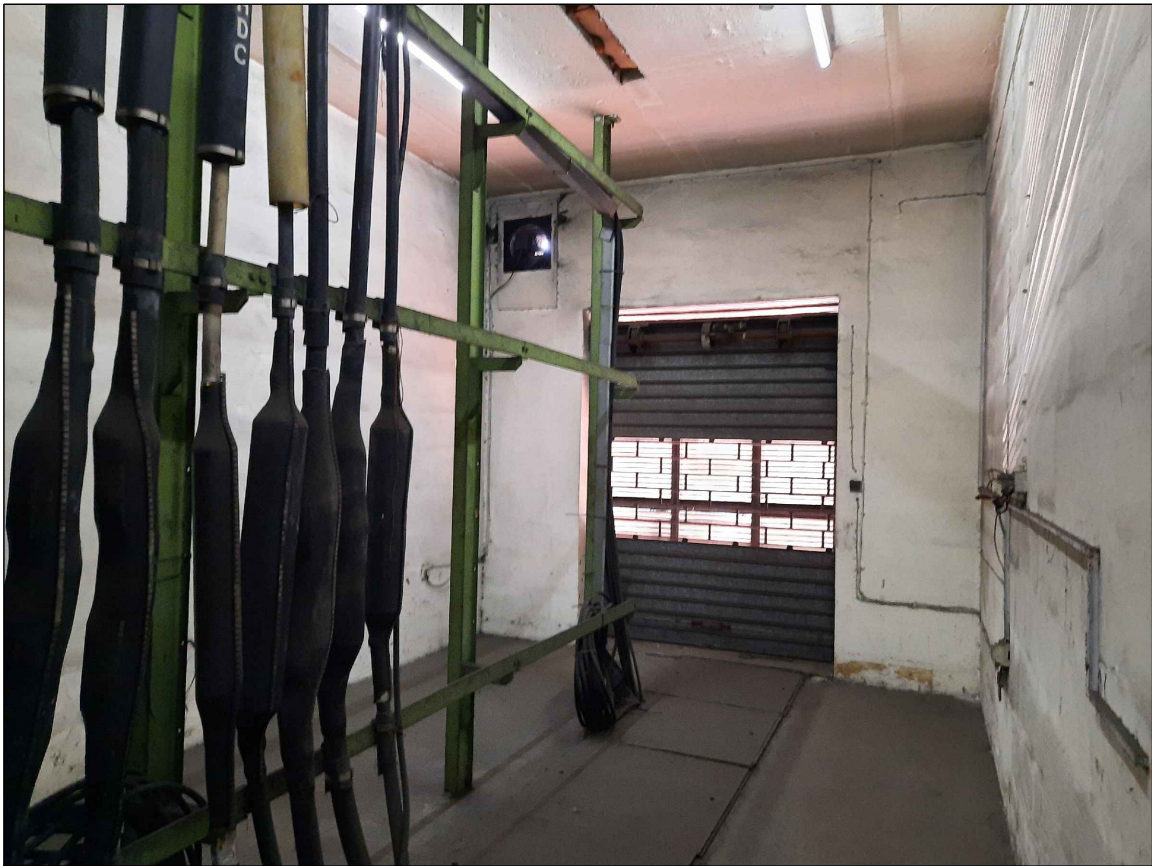






project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telgha tas-Saqqajja, Rabat									
photo sheet no.	01						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2





project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telfha tas-Saqqajja, Rabat									
photo sheet no.	02						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2



project	Malta Properties Company plc. VALUATION REPORTS										
address	Rabat Exchange, Telgha tas-Saqqajja, Rabat										
photo sheet no.	03						date	02.05.2022			
ref no.	C	0	0	5	8	5	.	0	1	_	1 3 _ 2 0 2 2





project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telgha tas-Saqqajja, Rabat									
photo sheet no.	04						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2



project	Malta Properties Company plc. VALUATION REPORTS										
address	Rabat Exchange, Telgha tas-Saqquja, Rabat										
photo sheet no.	05					date	02.05.2022				
ref no.	C 0 0 5 8 5 . 0 1 _ 1 3 _ 2 0 2 2										





project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telgha tas-Saqquja, Rabat									
photo sheet no.	06						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2



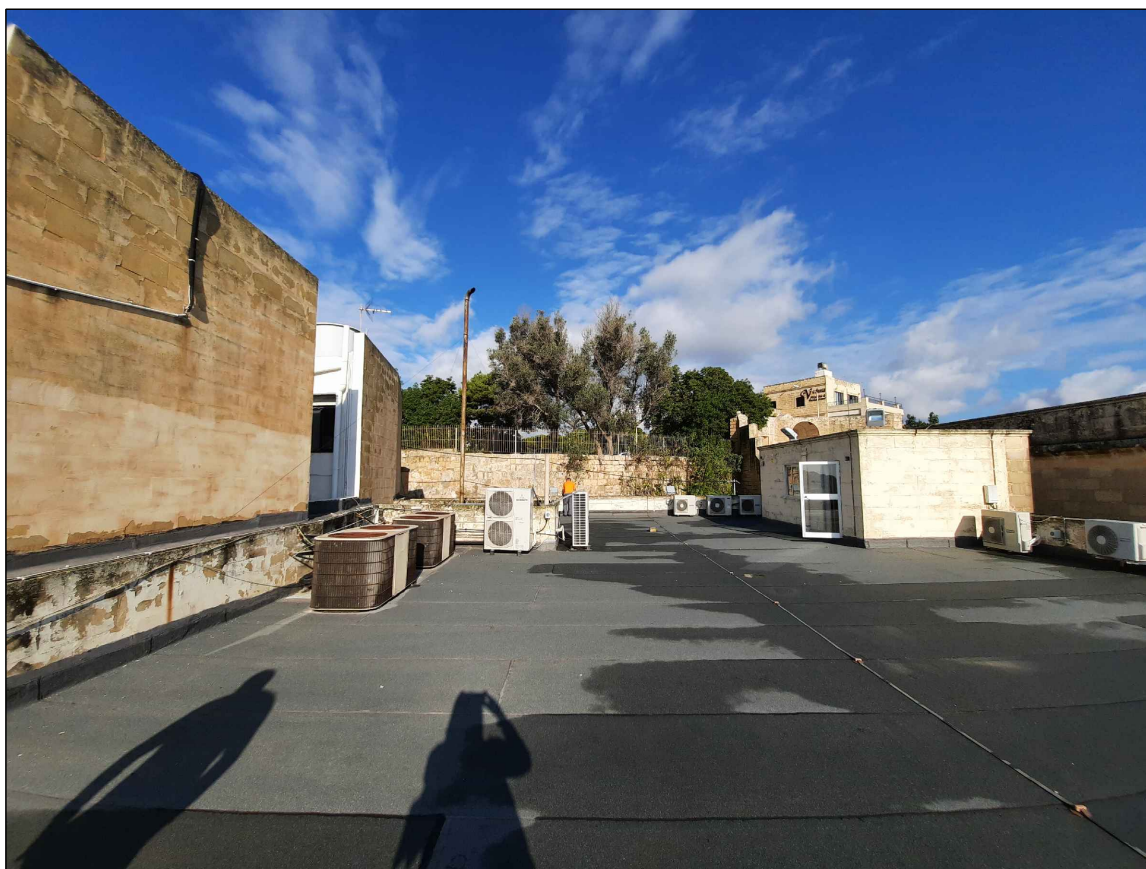
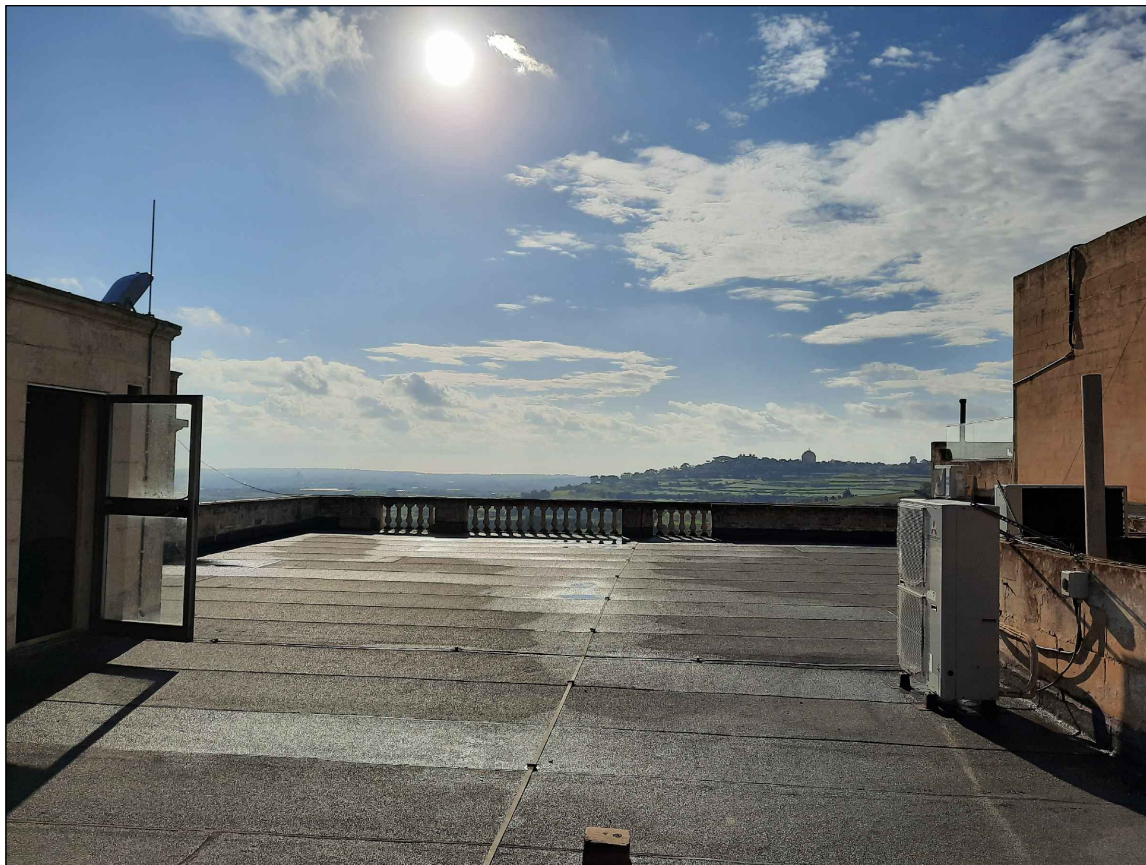
project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telgha tas-Saqquja, Rabat									
photo sheet no.	07						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2





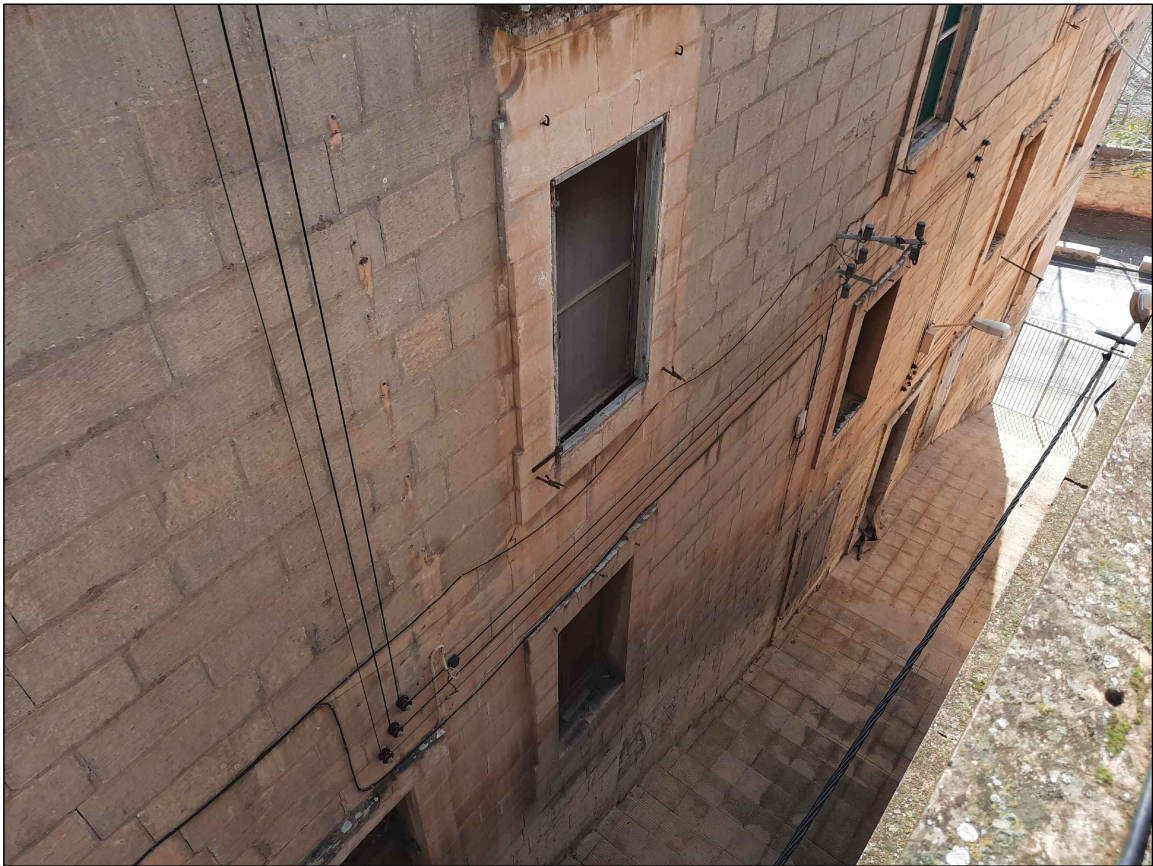
project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telfha tas-Saqqija, Rabat									
photo sheet no.	08						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2





project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telgha tas-Saqquja, Rabat									
photo sheet no.	09						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2

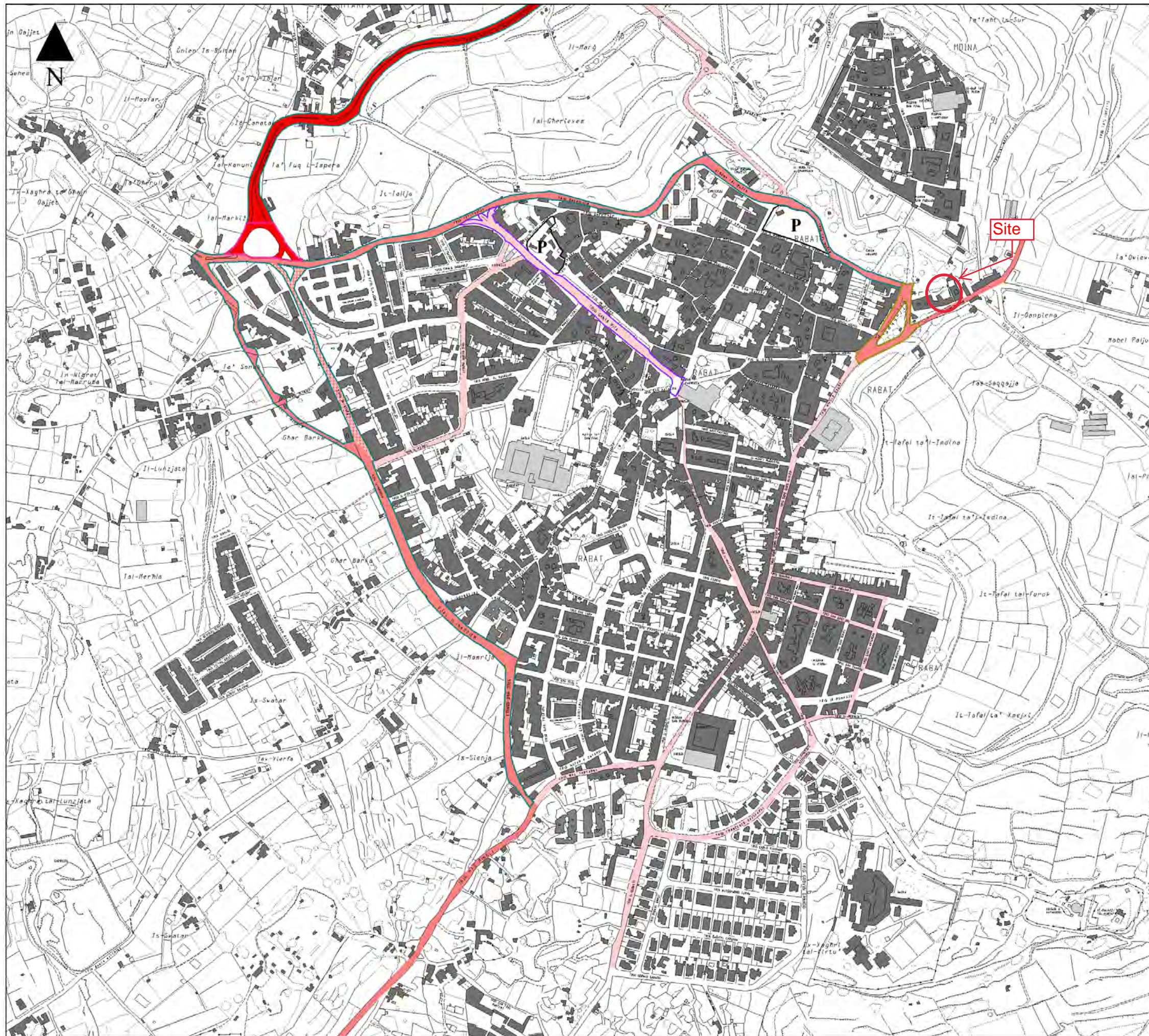




project	Malta Properties Company plc. VALUATION REPORTS									
address	Rabat Exchange, Telgha tas-Saqquja, Rabat									
photo sheet no.	10						date	02.05.2022		
ref no.	C	0	0	5	8	5	.	0	1	_ 1 3 _ 2 0 2 2







# NORTH WEST LOCAL PLAN



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

Malta Environment & Planning Authority

## Key

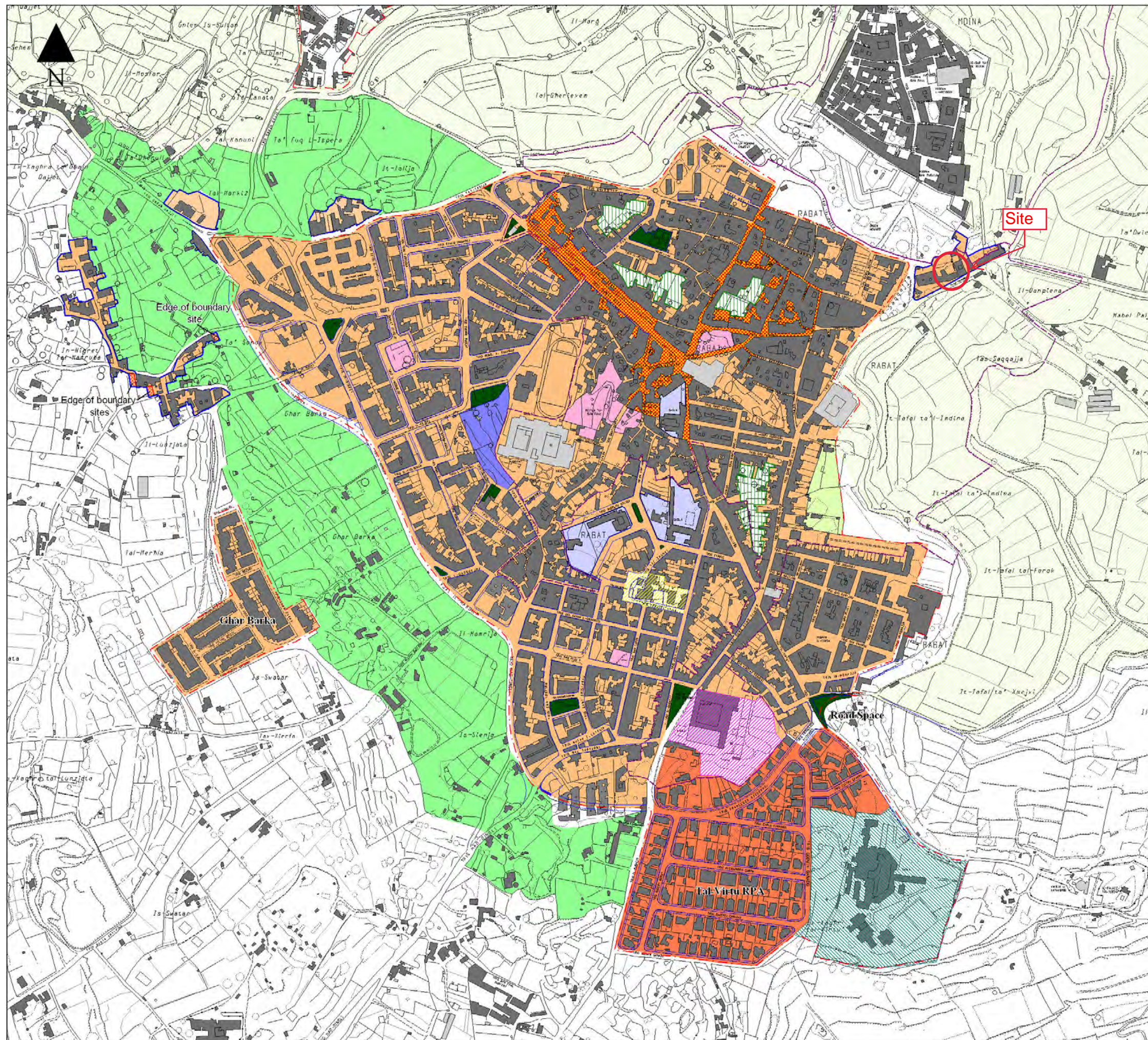
- Arterial Road
- Distributor Road
- Local Access Road
- Temporary Distributor Road
- NWTR 3 - Traffic Calming Measures
- Reducing Through Traffic
- Traffic Management
- NWTR 7
- Regrading Roads on the Strategic Network
- NWTR 8
- Junction Improvement on the Strategic Network
- P NWRB 1
- P Parking Provision

## North West Local Plan Rabat Transport Strategy

Scale :	Date :	Map :
1:6500	June 2006	62
INDICATIVE ONLY		
Not to be used for measurement or direct interpretation. Maps to be used in conjunction with Policy Document.		

Base Maps - 1994 Survey Sheets  
Copyright Mapping Unit, Malta Environment & Planning Authority





# NORTH WEST LOCAL PLAN



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

Malta Environment & Planning Authority

## Key

- NWUS 1 -
- Limit to Development Boundary
- NWCO 1
- Urban Conservation Area
- NWCO 2
- Open Space Enclaves in UCA's
- NWCO 11
- Open Space Gaps between Settlements
- NWLA 2
- Area of High Landscape Value
- NWCM 1
- Rabat Secondary Town Centre
- NWUS 3
- Rabat Residential Area
- NWUS 4
- Rabat Residential Priority Area
- NWUS 6
- Urban Open Space
- NWRS 2
- Category 1 ODZ Settlements
- NWRB 3
- Land OverLying Catacombs
- NWRB 4
- Facilities For St. Agatha's College
- NWRB 5
- Land For Educational/Community Facilities
- NWRB 6
- Rabat Protected Area
- NWRB 7
- Development Within The Seminary Grounds
- NWRB 8
- Development Within St. Dominic Convent Grounds
- NWRB 9
- Windmill Urban Space

## North West Local Plan Rabat Policy Map

Scale :  
**1:6500**

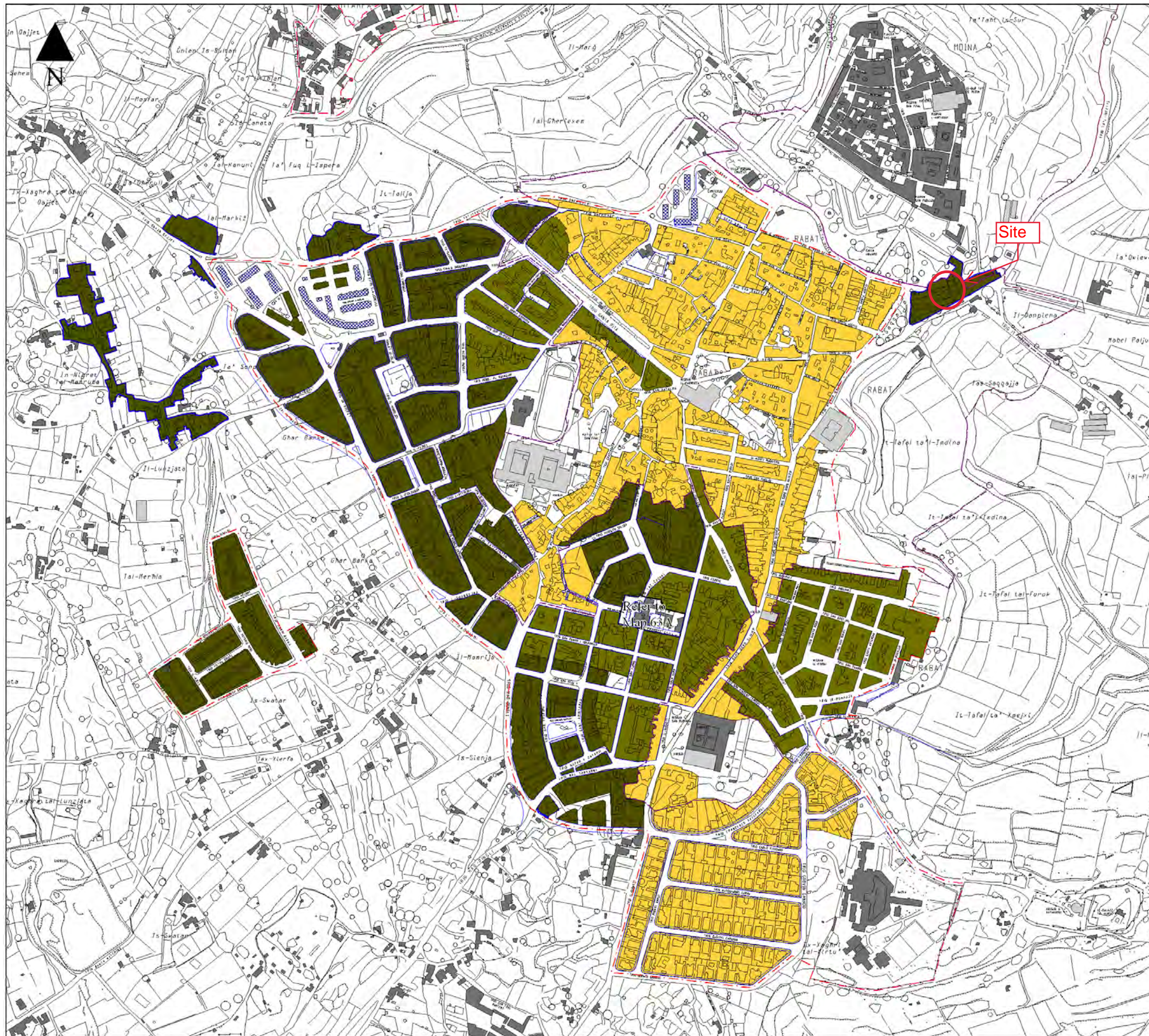
Date :  
**July 2006**

Map :  
**63**

INDICATIVE ONLY  
Not to be used for measurement or direct interpretation  
Maps to be used in conjunction with Policy Document

Base Maps - 1994 Survey Sheets  
Copyright Mapping Unit, Malta Environment & Planning Authority





# NORTH WEST LOCAL PLAN



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

Malta Environment & Planning Authority

## Key

- NWUS 1  
Limit to Development Boundary
- NWRS 2  
Category 1 ODZ Settlements
- NWCO 1  
Urban Conservation Area
- 2 Floors
- 3 Floors  
Plus 3 courses basement
- 3 Floors  
Plus 6 courses semi-basement
- Retain Existing Height

Applicable Policy

NWUS 5  
Building Height Limitations

## North West Local Plan Rabat Building Heights

Scale :  
**1:6500**

Date :  
**July 2006**

Map :

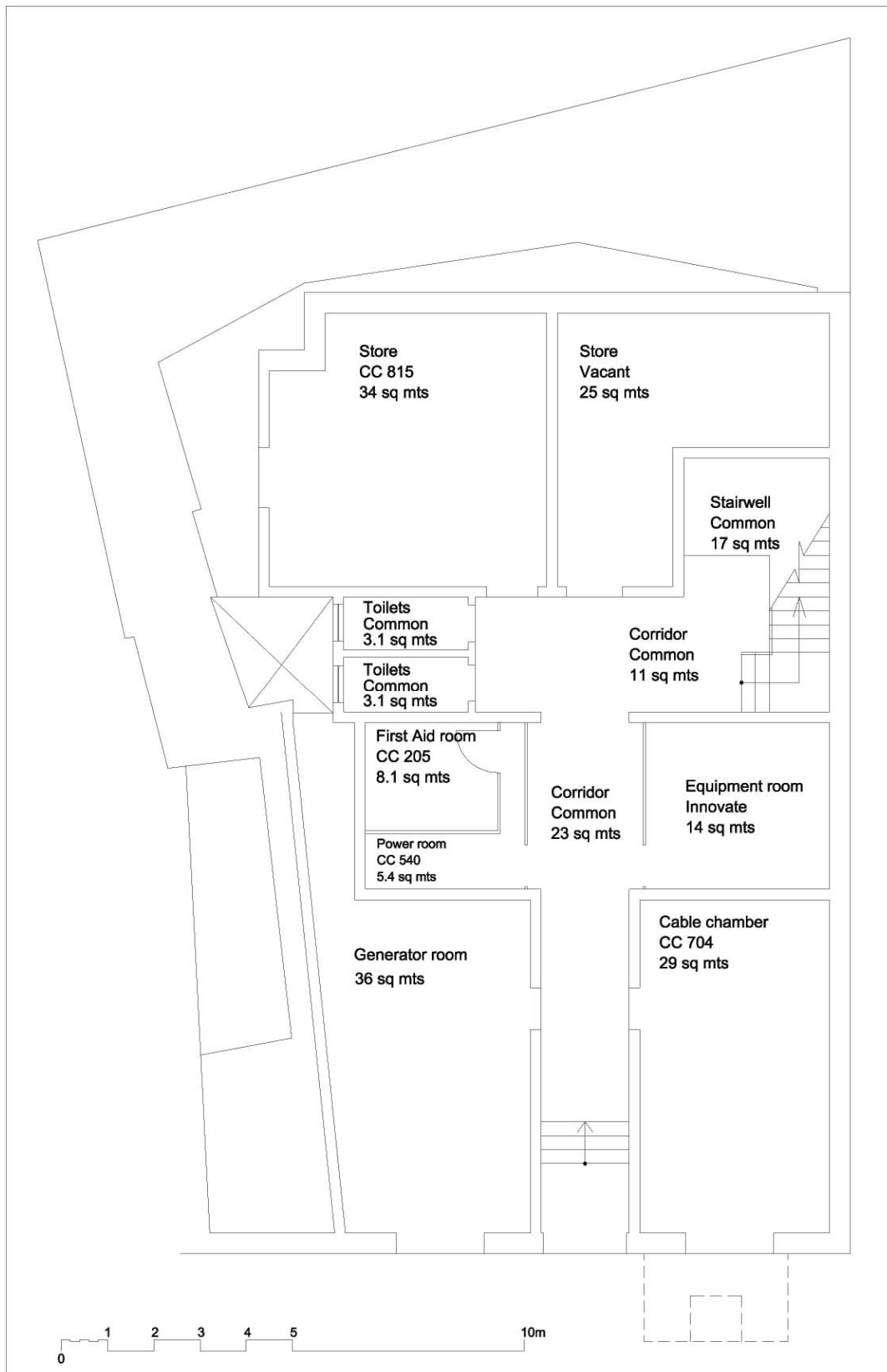
**64**

INDICATIVE ONLY  
Not to be used for measurement or direct interpretation.  
Maps to be used in conjunction with Policy Document

Base Maps - 1988 Survey Sheets  
Copyright Mapping Unit, Malta Environment & Planning Authority

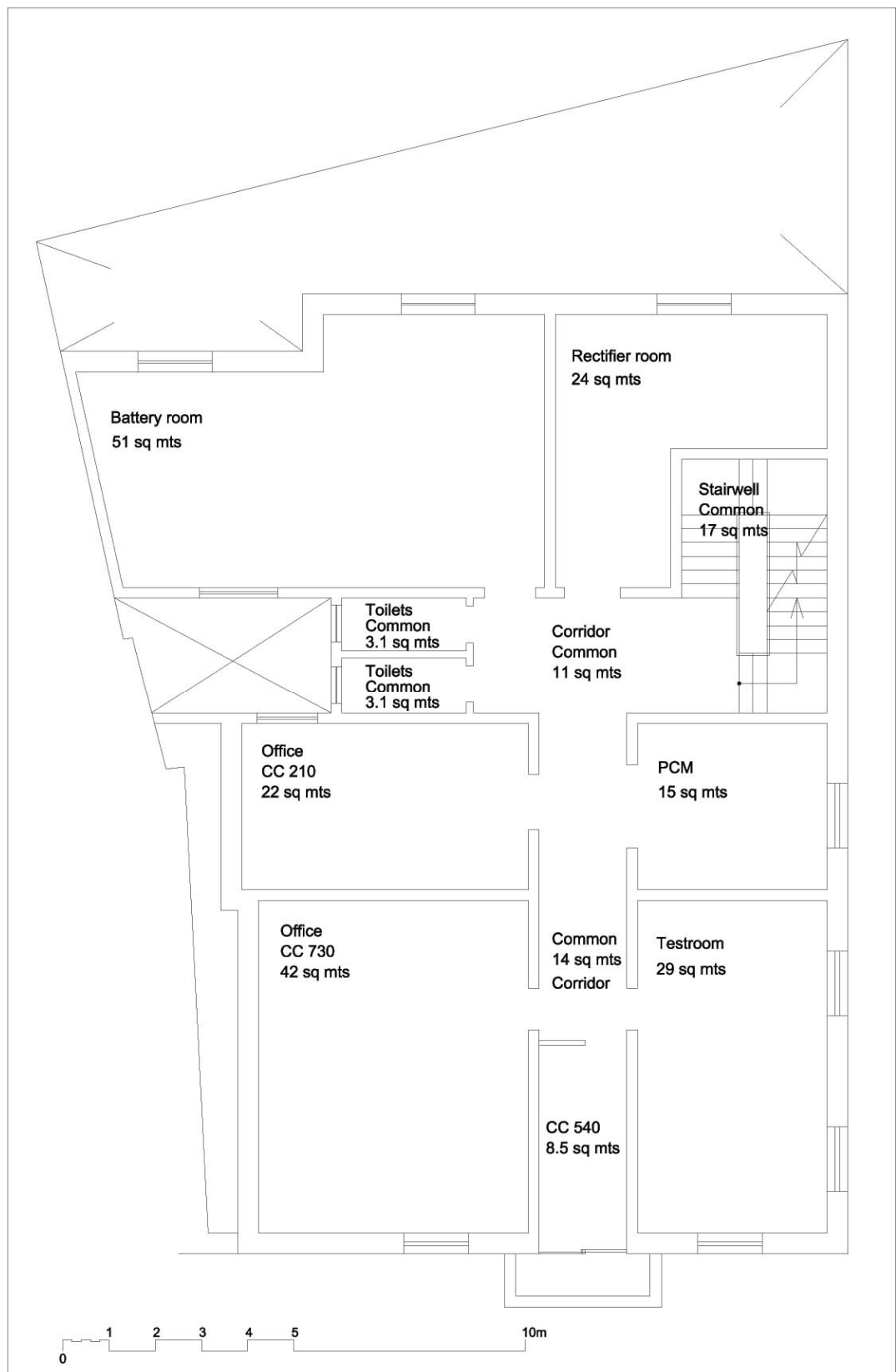




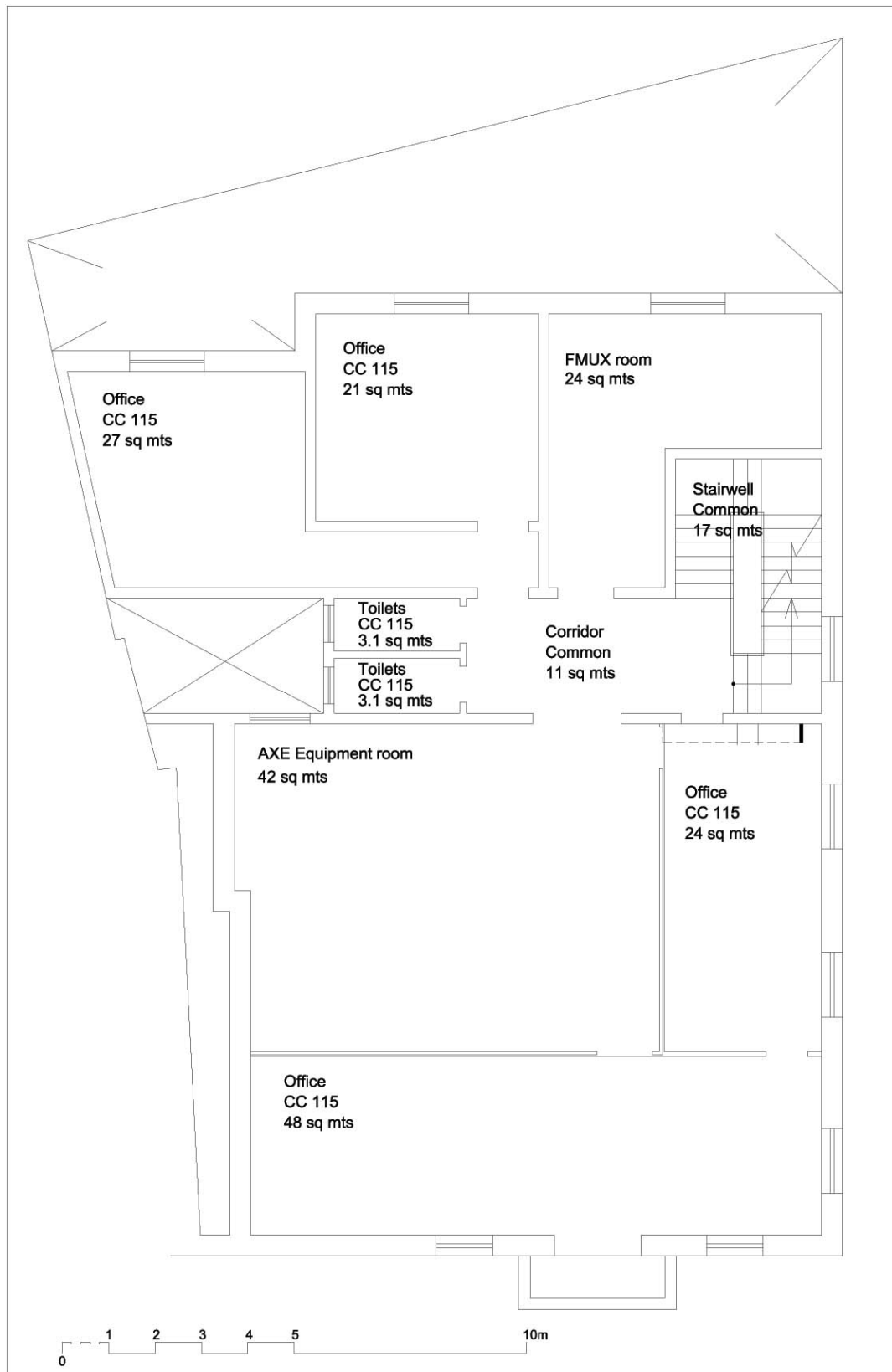


**GROUND FLOOR PLAN**

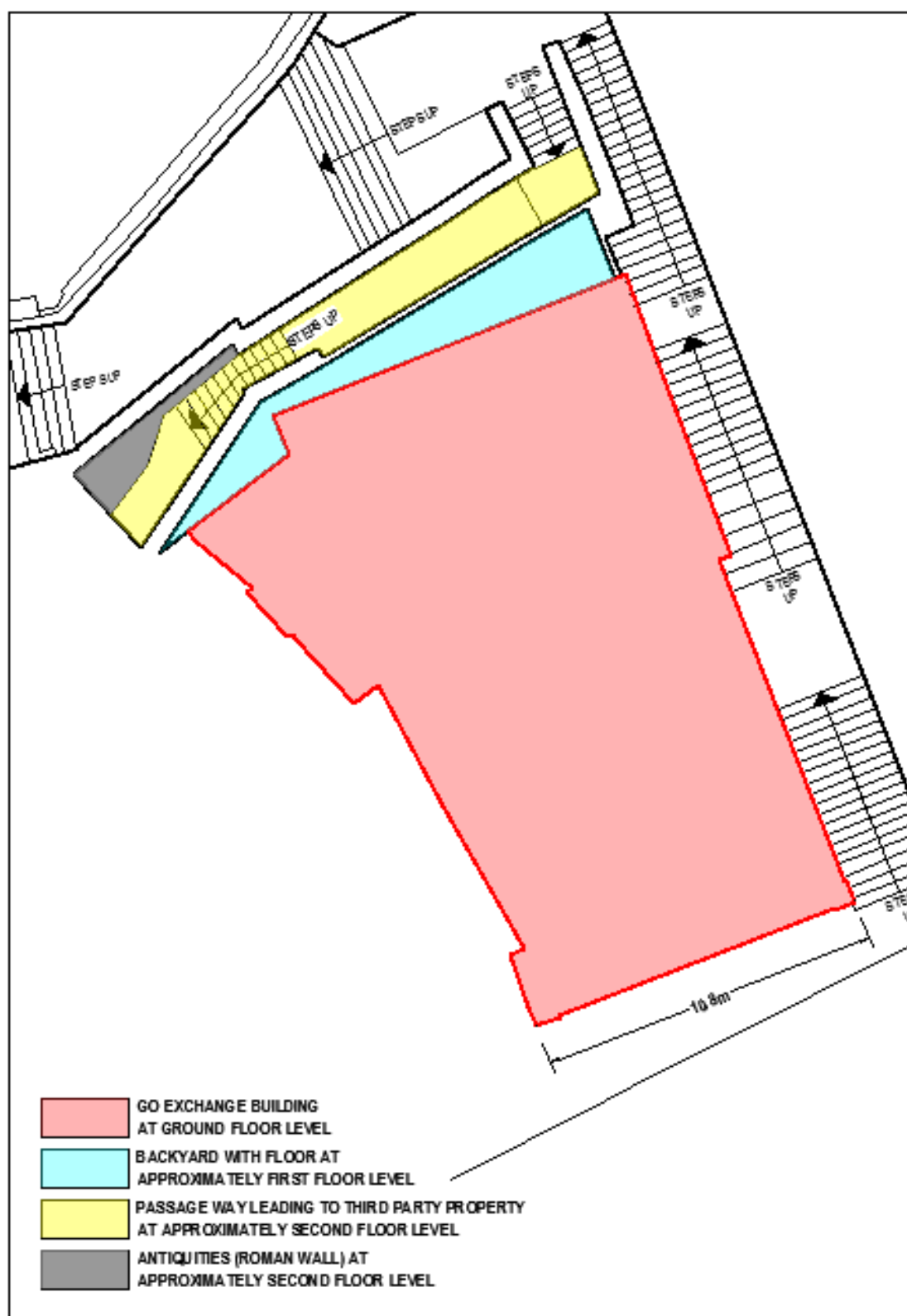


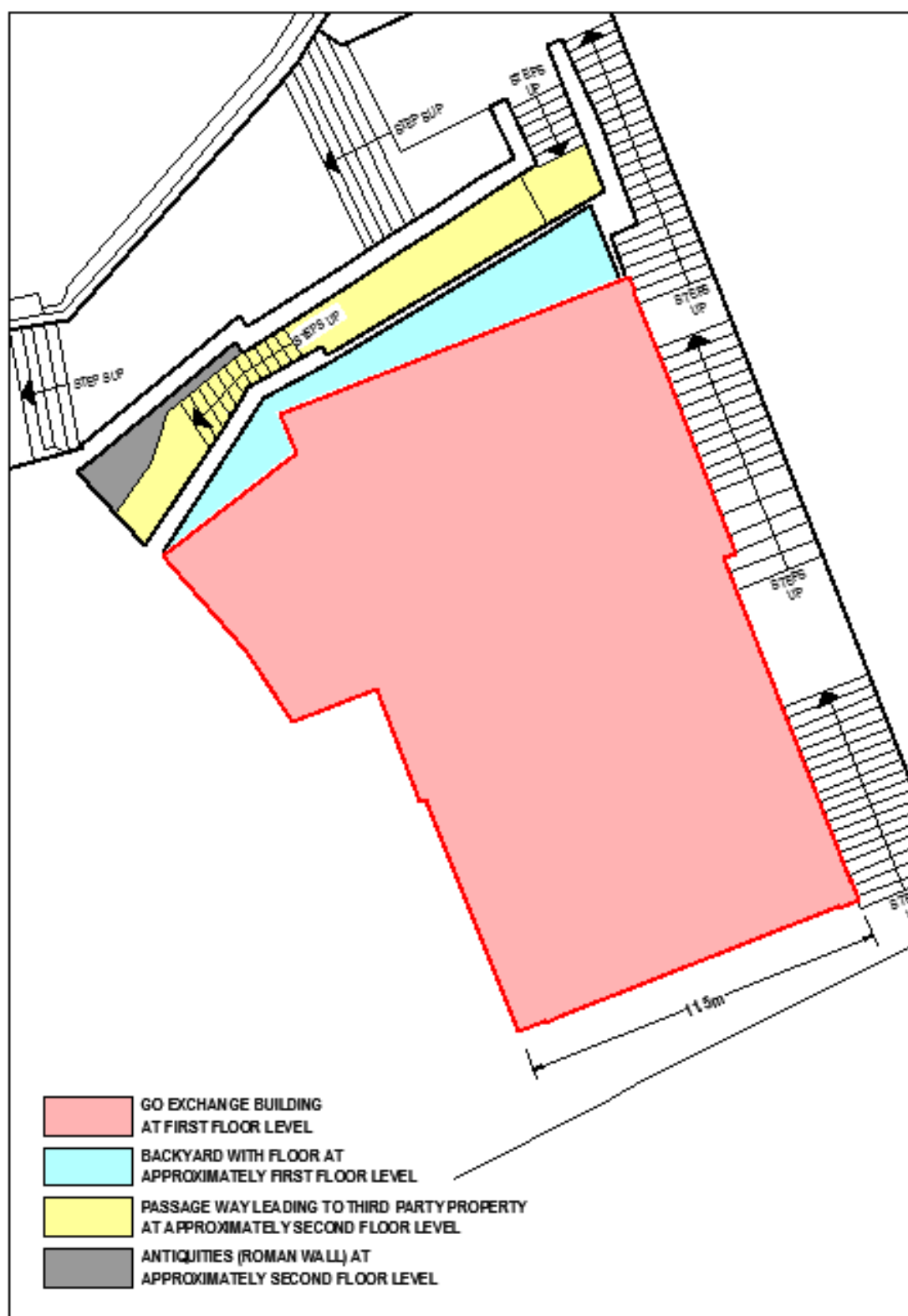


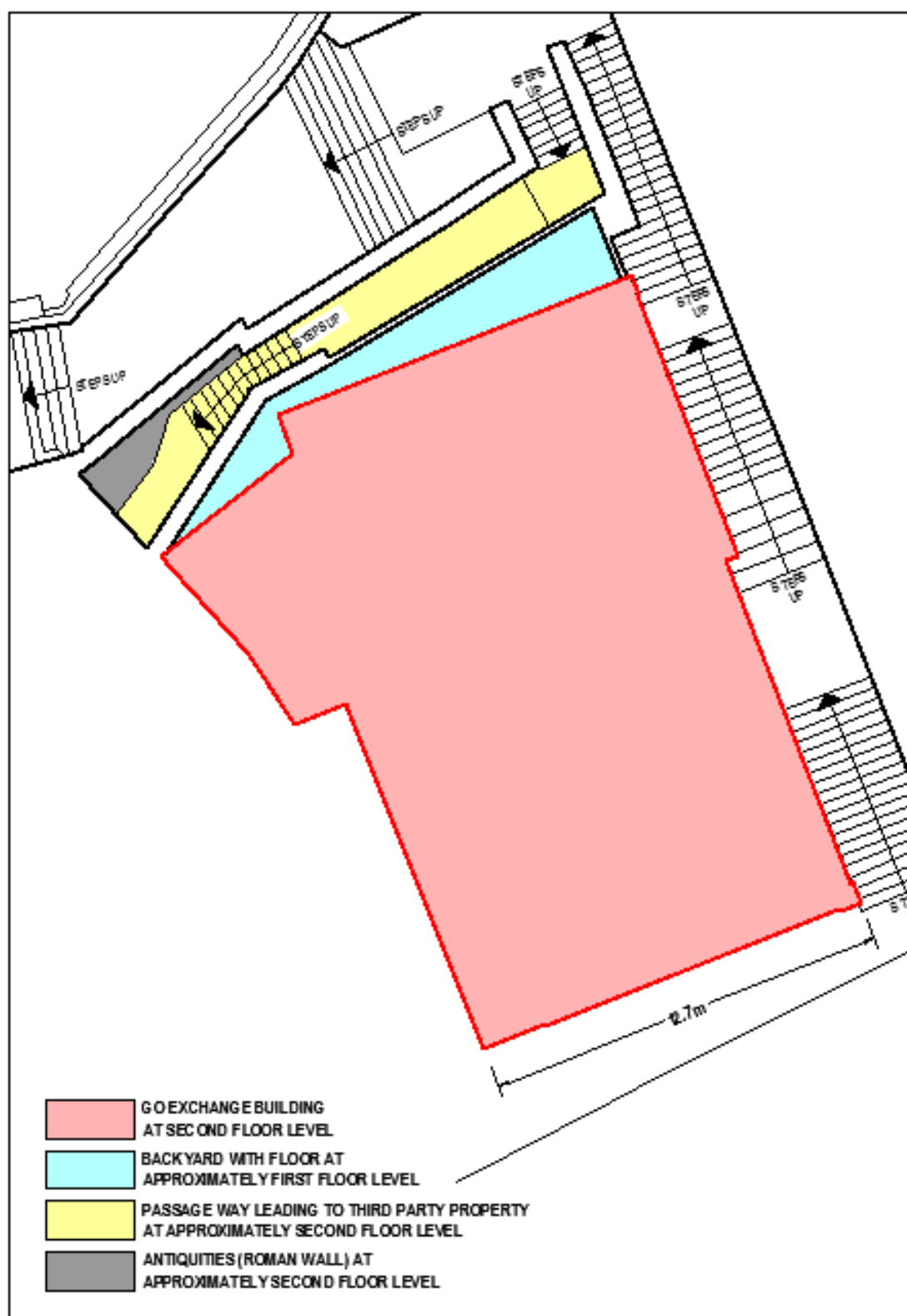
**FIRST FLOOR PLAN**

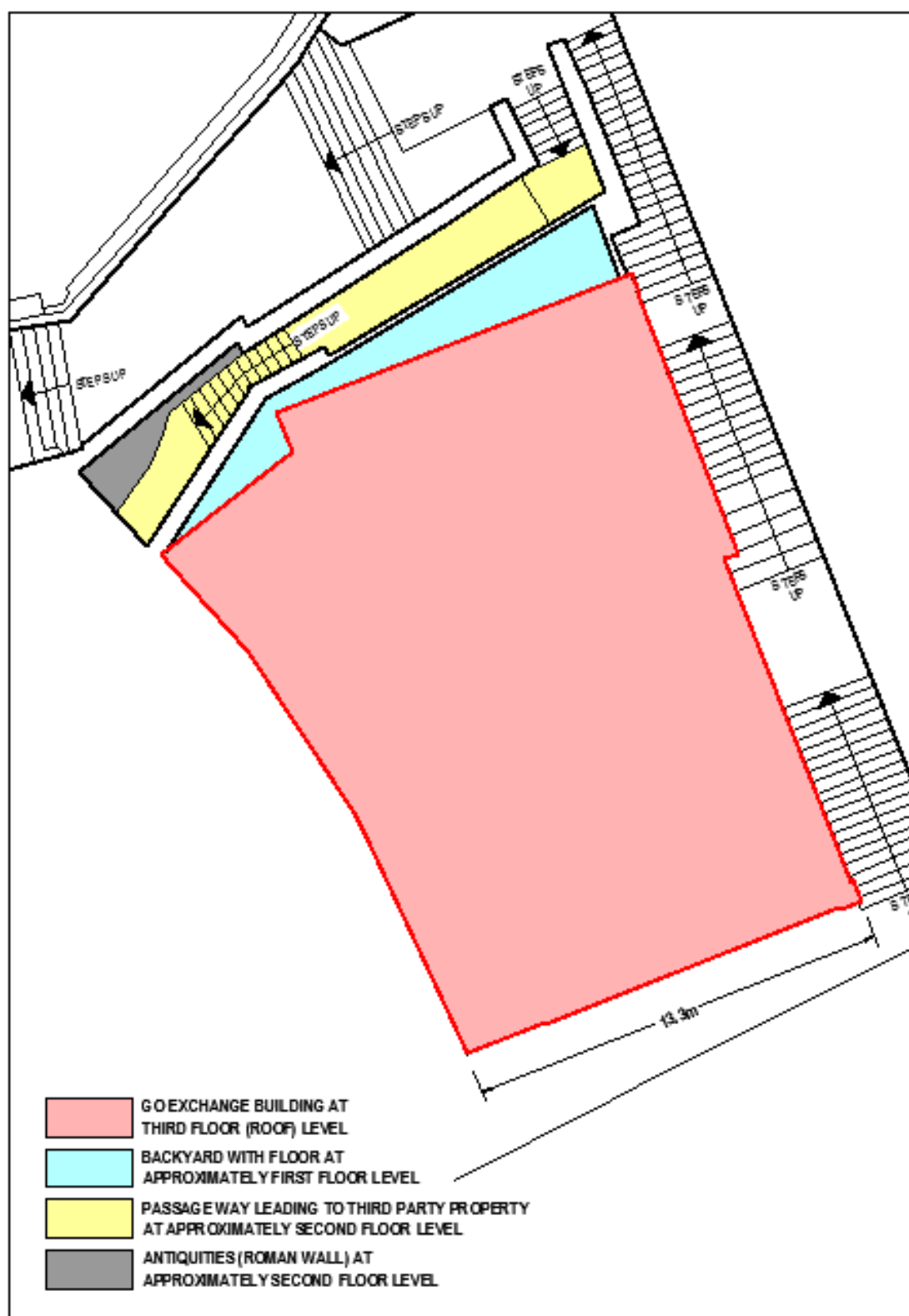


**SECOND FLOOR PLAN**











This the twenty fifth day of  
November of the year two  
thousand and eleven.

No.105.

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)

Of the first part:

Enrolled in the  
Public Registry  
on the:

David Kay, chief executive officer, son of George Kay and of  
Kathleen nee Lawlor, born in Oldham, United Kingdom and  
residing at Oldham, United Kingdom, holder of Maltese  
identity card number 0040003A, who appears on this deed in  
the name and on behalf of "Mobisle Communications  
Limited" a limited liability company registered in Malta with  
registration number letter C two four six five five (C24655)  
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" and by virtue of an Extraordinary Resolution  
signed by all the members of the company hereto annexed as  
a document marked with the letter "B".

I. \_\_\_\_\_  
2011  
(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  
"Malta Properties Company Limited" a limited liability  
company registered in Malta with registration number letter  
C five one two seven two (C51272) and registered office at  
GO, Fra Diego 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 "C".

1. By virtue of this deed the Vendor sells and  
transfers to the Purchaser which accepts, purchases and  
acquires the building known as the "Rabat Exchange",



officially numbered seventeen (17) and eighteen (18) in It-Telgha Tas-Saqqajja formerly known as Saqqajja Hill at Rabat, Malta, including its back and side garden, with all its rights and appurtenances including its overlying airspace and underlying terrain and including the servitude of windows on the eastern wall of the building, as free and unencumbered; which building is shown with red transversal lines on the plan annexed to this deed as a document marked with the letter "D" (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 one million one hundred and forty six thousand euro (EUR1,146,000) (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) Telepage Limited acquired the Property by virtue of a deed in my records of the third day of August of the year two thousand and one (3/8/2001) from Maltacom p.l.c., from which deed results the more remote root of title.

(b) With effect from the eighteenth day of February of the year two thousand and ten (18/2/2010), Telepage Limited was merged into Mobisle Communications Limited and Mobisle Communications Limited acquired all the assets, rights, liabilities and obligations of Telepage Limited.

ii. As results from the Exemption Letter annexed to this deed as a document marked with the letter "E" issued by Ivan Portelli for the Commissioner of the Inland Revenue, bearing reference letters IR(S) number two thousand and eleven stroke one thousand seven hundred and eighty five (IR(S) 2011/1785) no duty is due by the Purchaser on this deed 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 one stroke fifty nine (AIP2011/59) annexed to this deed as a document marked

Not. Pierre Attard LL.D., Notary Public, Malta.  
15/10, Vincenti Buildings, Strait Street, Valletta VLT1432, Malta.  
Tel. 21224892/21232740; Fax. 21245922.

with the letter "F", 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 Telepage Limited) as Property Number zero two zero zero zero zero two one (02000021). However, the parties declare that the plan on the basis of which the Property was registered at the Land Registry does not represent the correct footprint of the Property and they agree that prior to the registration of the Property in the name of the Purchaser, the plan annexed to the Land Certificate shall be substituted with the correct plan.

Since the documents annexed to this deed are more than five (5), a List of Documents is being annexed to this deed as a document marked with the letter "X", which document shall be signed by the parties in lieu of the documents themselves as permitted by law.

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.

David Kay.  
Edmond Brincat.  
Not. Pierre Attard,  
Notary Public,  
Malta.

**A true copy of the Original deed in my Records issued  
today the 5<sup>th</sup> December 2011.  
Quod Attestor.**

Not. Pierre Attard LL.D., Notary Public, Malta.  
15/10 Vincenti Buildings, Strait Street, Valletta VLT1432, Malta.  
Tel. 21224892/21232740 Fax. 21245922

A

**MOBISLE COMMUNICATIONS LIMITED**  
**Company Registration No C 24655**  
**(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**

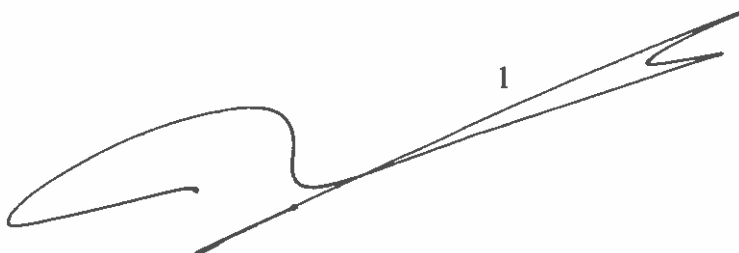
**BACKGROUND**

The Directors reviewed the draft notarial deed of sale attached herewith and marked Document "A" (the "**Notarial Deed**") by virtue of which it is proposed that the Company sells and transfers the building known as the "Rabat Exchange", officially numbered seventeen (17) and eighteen (18) in It-Telgha Tas-Saqqajja formerly known as Saqqajja Hill at Rabat, Malta (the "**Property**") to Malta Properties Company Limited ("**Malta Properties**") which desires to purchase and acquire the Property at the price and upon the terms and conditions therein set out.

**IT IS RESOLVED:**

1. That it would be in the best interests of the Company for the Company to sell and transfer the Property to Malta Properties for the price and upon the terms and conditions set out in the Notarial Deed;
2. That the Company sells and transfers the Property to Malta Properties for the price and upon the terms and conditions set out in the Notarial Deed (including the granting of a warranty of the peaceful possession of the Property by means of a general hypothec on all the Company's property present and future);
3. That Mr. David Kay and/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 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

1



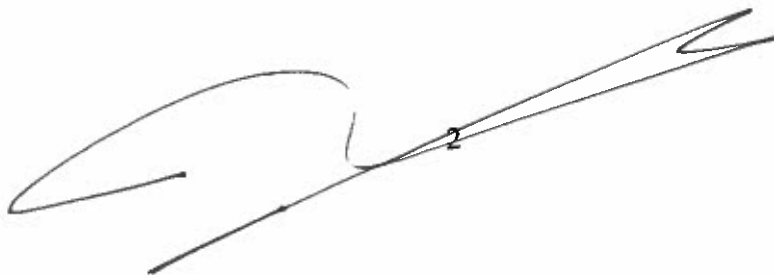
5. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other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

***Unquote***

Certified true copy this 25<sup>th</sup> day of November 2011

A handwritten signature in black ink, appearing to be 'F. Galea Salomone', written in a cursive style.

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

A large, stylized handwritten signature in black ink, possibly reading 'S. Galea', written in a cursive style.

B.

**MOBISLE COMMUNICATIONS LIMITED**  
**Company Registration No C 24655**  
**(the "Company")**

**CERTIFIED TRUE EXTRACT OF EXTRAORDINARY RESOLUTION SIGNED BY ALL THE MEMBERS OF THE COMPANY IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE COMPANY**

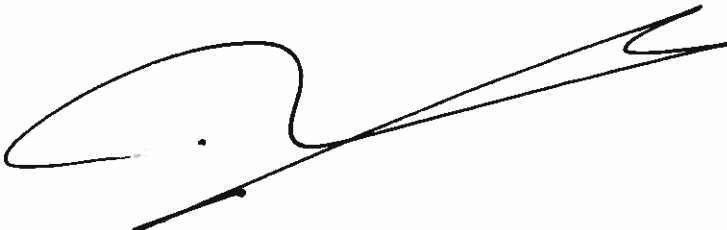
***Quote***

**BACKGROUND**

The Members reviewed the draft notarial deed of sale attached herewith and marked Document "A" (the "**Notarial Deed**") by virtue of which it is proposed that the Company sells and transfers the building known as the "Rabat Exchange", officially numbered seventeen (17) and eighteen (18) in It-Telgha Tas-Saqqajja formerly known as Saqqajja Hill at Rabat, Malta (the "**Property**") to Malta Properties Company Limited ("**Malta Properties**") which desires to purchase and acquire the Property at the price and upon the terms and conditions therein set out.

**IT IS RESOLVED:**

1. That it would be in the best interests of the Company for the Company to sell and transfer the Property to Malta Properties for the price and upon the terms and conditions set out in the Notarial Deed;
2. That the Company sells and transfers the Property to Malta Properties for the price and upon the terms and conditions set out in the Notarial Deed (including the granting of a warranty of the peaceful possession of the Property by means of a general hypothec on all the Company's property present and future);
3. That Mr. David Kay and/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 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

A large, stylized handwritten signature in black ink, consisting of a large loop followed by a long, sweeping horizontal stroke.



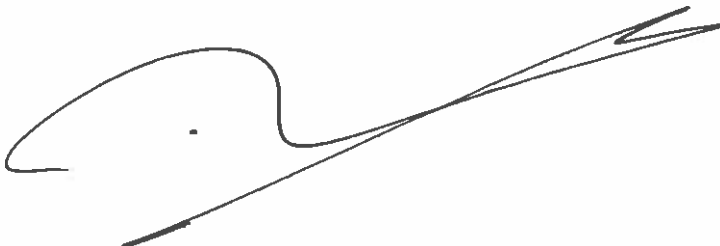
5. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other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

***Unquote***

Certified true copy this 25<sup>th</sup> day of November 2011

A handwritten signature in black ink, appearing to be 'F. Galea Salomone', written in a cursive style.

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

A large, stylized handwritten signature in black ink, consisting of a large loop followed by a long, sweeping horizontal stroke.

e

**MALTA PROPERTIES COMPANY LIMITED**  
**Company Registration No C 51272**  
**(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**

**BACKGROUND**

The Directors reviewed the draft notarial deed of acquisition attached herewith and marked Document "A" (the "**Notarial Deed**") by virtue of which it is proposed that the Company purchases and acquires the building known as the "Rabat Exchange", officially numbered seventeen (17) and eighteen (18) in It-Telgha Tas-Saqqajja formerly known as Saqqajja Hill at Rabat, Malta (the "**Property**") from Mobisle Communications Limited ("**Mobisle Communications**") which desires to sell and transfer the Property at the price and upon the terms and conditions therein set out.

**IT IS RESOLVED:**

1. That it would be in the best interests of the Company for the Company to purchase and acquire the Property from Mobisle Communications for the price and upon the terms and conditions set out in the Notarial Deed;
2. That the Company purchases and acquires the Property from Mobisle Communications for the price and upon the terms and conditions set out in the Notarial Deed;
3. That Mr. Edmond Brincat and/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 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

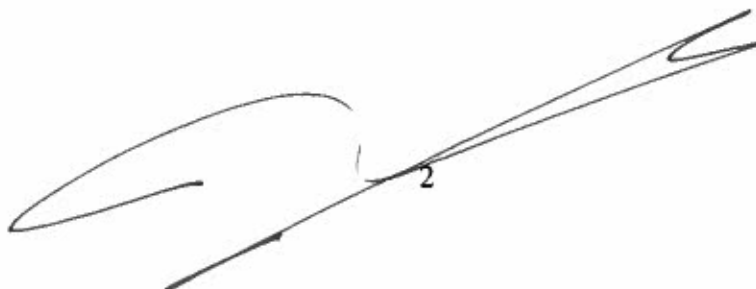
shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other document.

***Unquote***

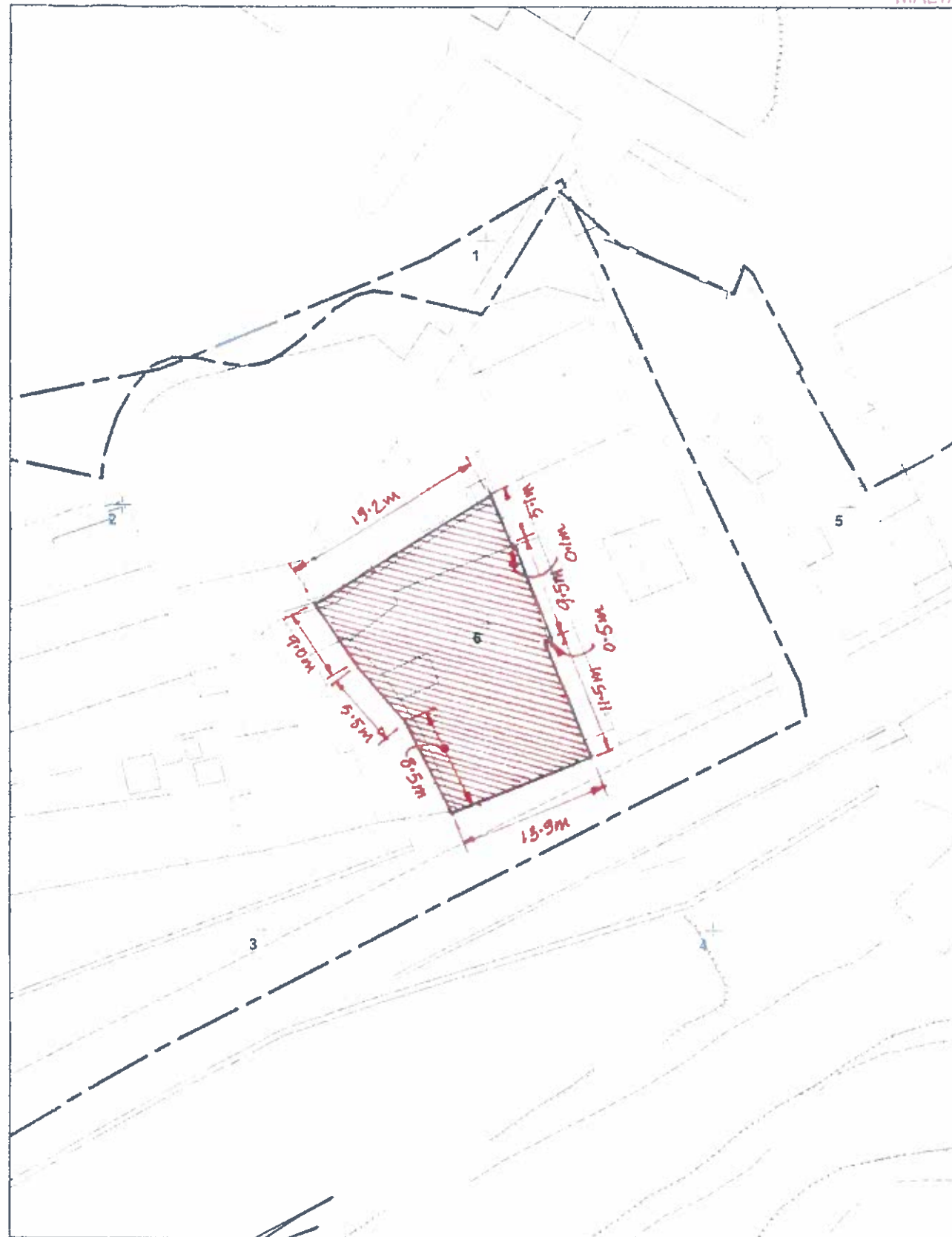
Certified true copy this 25<sup>th</sup> day of November 2011

A handwritten signature in black ink, appearing to be 'F. Galea' followed by a long horizontal stroke.

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

A large, stylized handwritten signature in black ink, consisting of a large loop followed by a long, sweeping stroke that ends in a small hook.

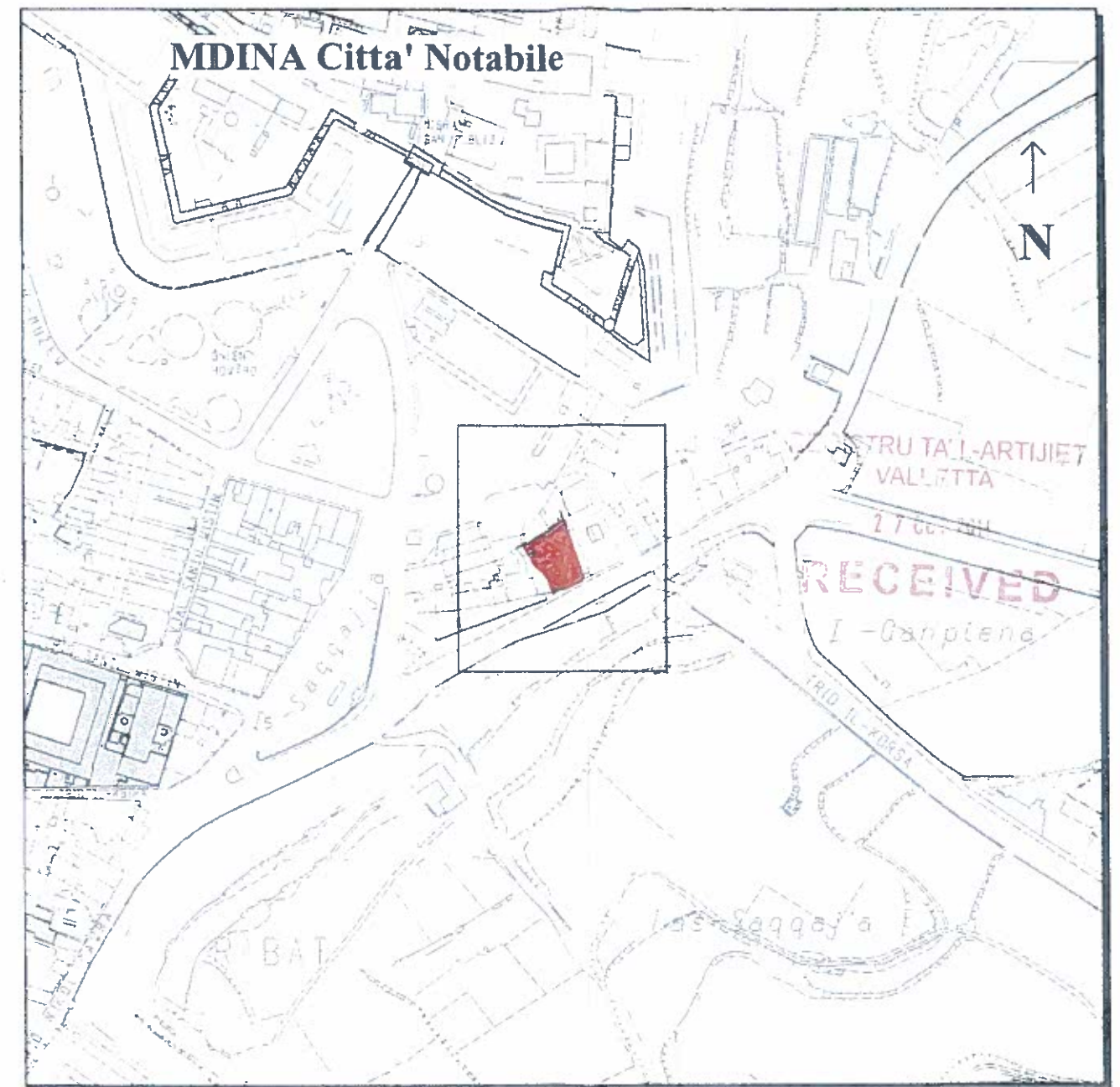
Scale 1 : 500 Skala  
0 m 10 m 20 m 30 m 40 m 50 m



Scale 1 : 500 Skala

0 m 10 m 20 m 30 m 40 m 50 m

REGISTRU TA' L-ARTIJET  
116, Triq il-Punent, Valletta  
MALTA



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

**Registru ta' l-Artijiet**

**Land Registry**

Casa Bolino, 116 Triq il-Punent, Valletta

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 197182M  
Map Number:

Pozizzjoni Ċentrali: x = 46270  
Centre Coordinates: y = 71371

Parti minn SS: 4671  
Extracted from SS:

Data: 21 10 2011  
Date:

Perit  
Architect:

ALBERTO MICELI - TAVARUS

Qies (metri kwadri)  
Area (square metres)

~ 391 m<sup>2</sup> (SITE AREA)

Timbru tal-Perit  
Architect's Stamp

Architecture Project  
4 Sappers Street  
Valletta VLT 1320 Malta  
Tel: (+356) 21243981 Fax: (+356) 21243997

Firma tal-Applikant  
Applicant's signature

Dritt Mhallas  
Fee Paid

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: 20<sup>th</sup> April, 2011  
Ref: IR(S) 2011/1785

Mr. Bernard Attard

PricewaterhouseCoopers  
167 Merchants Street,  
Valletta.

Re: **Transfer of Immovable Property by *Mobisile Communications Ltd (C24655)* to *Malta Properties Company Limited (C51272)* - Certificate for Purposes of Article 32(6) of the Duty on Documents and Transfers Act, Chapter 364.**

Please refer to letter dated 7<sup>th</sup> April, 2011 regarding the request for exemption between the captioned companies.

On the strength of the Memorandum and Articles of Association of *Mobisile Communications Ltd (C24655)* and *Malta Properties Company Limited (C51272)*, 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 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 *Mobisile Communications Ltd (C24655)* to *Malta Properties Company Limited (C51272)* :

The building known as "Rabat Exchange", officially numbered (17) and (18) in It-Telgha Tas-Saqqajja formerly known as Saqqajja Hill at Rabat, Malta, with all its rights and appurtenances including its back and side garden, its overlying airspace underlying terrain and free and unencumbered.

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

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

8/11/2011

TELEPHONE:22998153

AIP 2011/59

**IMMOVABLE PROPERTY (ACQUISITION BY NON-RESIDENTS) CAP246**

With reference to the application dated 11<sup>th</sup> March 2011 for the acquisition of immovable property in Malta, permission is hereby given in terms of the provisions of the Immovable Property (Acquisition by Non –Residents) Cap 246, to;

**Malta Properties Company Limited C51272**

To acquire the under mentioned immovable property for the consideration of €1,146,000

**Immovable Property:**

**“Rabat Exchange”17 and 18, it-Telgha tas-Saqqajja, Rabat, Malta**

Subject conditions mentioned here 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 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 exercise of the business of the applicant and by its associated companies and for no other purpose.

Philip D'Amato  
F/ Director



**LEASE**

**Between**

**MALTA PROPERTIES COMPANY p.l.c.**

**And**

**GO p.l.c.**

**Of**

**RABAT (MALTA) EXCHANGE**



## **LEASE AGREEMENT**

### **TABLE OF CONTENTS**

#### **ARTICLE 1 DEFINITIONS**

Article 1.01 Definitions  
Article 1.02 Interpretation

#### **ARTICLE 2 GRANT AND TERM**

Article 2.01 Grant of the Premises and Term  
Article 2.02 Condition of the Premises  
Article 2.03 Tenant's Equipment  
Article 2.04 Permits and Approvals  
Article 2.05 Early Termination By Landlord  
Article 2.06 Early Termination By Tenant

#### **ARTICLE 3 RENT**

Article 3.01 Rent  
Article 3.02 Rent Review

#### **ARTICLE 4 CONDUCT OF BUSINESS BY TENANT**

Article 4.01 Use of Premises  
Article 4.02 Nuisance  
Article 4.03 Compliance with Laws and Regulations

#### **ARTICLE 5 IMPROVEMENTS AND ALTERATIONS**

Article 5.01 Alterations by Tenant  
Article 5.02 Mode of Execution  
Article 5.03 Alterations by Landlord

#### **ARTICLE 6 MAINTENANCE / REPAIRS**

Article 6.01 Maintenance and Repairs  
Article 6.02 Good Condition

## ARTICLE 7 UTILITIES

Article 7.01 Utilities.

## ARTICLE 8 INSURANCE

Article 8.01 Tenant's Insurance

Article 8.02 Miscellaneous Requirements

Article 8.03 Landlord's Insurance

## ARTICLE 9 INDEMNITY

## ARTICLE 10 ASSIGNMENT AND SUBLETTING BY TENANT

## ARTICLE 11 DEFAULTS AND REMEDIES

Article 11.01 Defaults

Article 11.02 Remedies

## ARTICLE 12 UPON TERMINATION

Article 12.01. Surrender of Premises

Article 12.02 Landlord's Option

Article 12.03. Holding Over.

## ARTICLE 13 ASSIGNMENT BY LANDLORD

Article 13.01 Assignment by Landlord

## ARTICLE 14 ACCESS BY LANDLORD AND TENANT

Article 14.01 Landlord's Right of Entry

## ARTICLE 15 NEW LEASE

Article 15.01 No Right of Preference for New Lease

## ARTICLE 16 OPTION TO PURCHASE

### Article 16.01 Option To Purchase

## ARTICLE 17 GENERAL PROVISIONS

### Article 17.01 Signage

### Article 17.02 Severability

### Article 17.03 Interest on late payments

### Article 17.04 Time of Essence

### Article 17.05 Entire Agreement; Amendments.

### Article 17.06 Notices

### Article 17.07 Waivers

### Article 17.08 Cumulative Remedies

### Article 17.09 Joint and Several Liability

### Article 17.10 Arbitration

### Annex 1 Lease Data and Special Conditions

### Annex 2 Plan of Premises

### Annex 3 Purchase Option

## LEASE AGREEMENT

THIS **LEASE** is made on the 15<sup>th</sup> day of October 2015 by and between:

MALTA PROPERTIES COMPANY p.l.c., a public company incorporated under the laws of Malta under company registration number C 51272, whose registered office is at GO, Fra Diego Street, Marsa, MRS 1501, duly represented hereon by Nikhil Patil, CEO, holder of British passport number 518174825, in terms of a resolution of the Directors of the said company attached hereto as **Document A** (hereinafter referred to as the “**Landlord**”), and

GO p.l.c., a public company incorporated under the laws of Malta under company registration number C 22334 whose registered office is at GO, Fra Diego Street, Marsa, MRS 1501 . duly represented hereon by Yiannos Michaelides, CEO, holder of Cypriot passport number K00012238 in terms of a resolution of the Directors of the said company attached hereto as **Document B** (hereinafter referred to as the “**Tenant**”).

The Landlord and the Tenant are hereinafter also individually referred to as “**Party**” and collectively as “**Parties**”.

Whereas:

(A) The Landlord is the owner of the Premises;

(B) The Tenant is or will be (as the case may be) the occupier and user of the Premises and the Parties wish to formalise the terms and conditions of the occupation and use of the Premises by entering into this Lease;

Now, therefore, the Parties agree as follows:

### 1. 01 Definitions

“Associate Company”	Means a company in which the Tenant directly or indirectly holds at least twenty per cent (20%) of the issued share capital.
“ Lease Commencement Date”	Means the date specified in Annex 1.
“Permitted Use”	Means the use of the Premises described in Annex 1 by the Tenant and any subsidiary company or Associate Company of the Tenant.

“Premises”	Means the premises described in Annex 1
“Rent”	Means the rent stated in Annex 1 as increased in terms of Article 3.02
“Term”	Means the term stated in Annex 1 and referred to in Article 2

## 1. 02 Interpretation

The documents annexed to this Lease shall be construed to form a substantial and integral part of this Lease and any reference to this Lease shall include a reference to the said documents.

The headings in this Lease are inserted for convenience only and do not affect its construction.

## ARTICLE 2

### GRANT AND TERM

#### 2.01. Grant of the Premises and Term.

In consideration of the rents, terms and conditions set forth herein, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term.

#### 2.02. Condition of the Premises.

(a) The Premises are leased tale quale in the "as is" state and condition, with immediate vacant possession in favour of the Tenant. The Tenant acknowledges that it is already in occupation of the Premises and has been so for some time. The Tenant accepts the Premises in the "as is" state and condition.

Provided that in the event that the Lease Commencement Date and/or date of vacant possession to the Tenant indicated in Annex 1 is later than the date of signing of this lease as indicated at the head of this Lease, the following paragraph (aa) shall apply instead of the preceding paragraph (a):

(aa) The Premises are leased in the state indicated in Annex 1. Vacant possession shall be given to the Tenant at the time or times specified in Annex 1.

(b) Other than as may be expressly stated elsewhere in this Lease or otherwise mandated by Maltese law, the Landlord makes absolutely no warranties or representations (express or implied), regarding the condition of the Premises (save for latent defects) or their fitness for any particular use. Except as may otherwise be specifically stated in this Lease, the Landlord shall not be required to make any alterations, improvements, or repairs to the Premises at any time.

### 2.03 Tenant's Equipment

All plant machinery and equipment that is not a permanent fixture of the Premises is the property of the Tenant.

### 2.04. Permits and Approvals

The Tenant shall obtain and maintain all the relevant permits and approvals to operate the Premises for the Permitted Use.

### 2.05 Early Termination By Landlord

The right (if applicable) of the Landlord to early termination of the lease is set out in Annex 1.

### 2.06 Early Termination By Tenant

The right (if applicable) of the Tenant to early termination of the lease is set out in Annex 1.

## ARTICLE 3

### RENT

#### 3.01. Rent.

The Rent shall commence on the Lease Commencement Date, the first payment of such Rent being due and payable on such date and thereafter quarterly in advance and shall continue to be so paid throughout the Term.

Rent shall be paid without demand, deduction, or set off, together with the applicable value added tax or any other tax, other than tax on income or profit that may come into force during the Term.

#### 3.02. Rent Review

For purposes of this Article 3.02 the following definitions shall apply:

“RPI” means the Retail Price Index published by the National Statistics Office (NSO) of Malta for the 12 months average rate preceding the relative Rent Review Date.

“Rent Review Date” means the date indicated in Annex 1, and subsequently the 1<sup>st</sup> January in each calendar year throughout the Term including the 1<sup>st</sup> January in the last calendar year of the Term.



“Revision Date” means the date on which the Landlord serves notice on the Tenant stating that the revised Rent has been determined as stated hereunder and stating the amount of the revised Rent.

(a) The Rent will be recalculated by the Landlord on each Rent Review Date by applying a percentage equivalent to the change in the RPI. If the recalculation results in an increase in the Rent, the Rent shall be revised and increased accordingly. If the recalculation does not result in an increase in Rent, the Rent shall not be revised and shall remain fixed until the next Rent Review Date. The recalculation shall be notified by the Landlord to the Tenant on the Revision Date together with the amount of revised Rent, if any.

(b) If by the relevant Rent Review Date the amount of the revised Rent has not been determined as aforesaid, the Tenant shall continue to pay to the Landlord, in the manner provided in Article 3.01, the Rent payable immediately before that Rent Review Date for all subsequent quarters up to and including the quarter which contains the applicable Revision Date.

(c) Within thirty (30) days of the applicable Revision Date there shall be due by the Tenant to the Landlord as arrears of Rent an amount equal to the difference between the revised Rent as determined on the applicable Rent Review Date and the Rent actually paid by the Tenant to the Landlord for the quarters subsequent to the applicable Rent Review Date up to and including the quarter which contains the applicable Revision Date.

## **ARTICLE 4**

### **CONDUCT OF BUSINESS BY TENANT**

#### **4.01. Use of Premises.**

Tenant shall use the Premises only for the Permitted Use, and for no other use except with the Landlord’s written consent.

#### **4.02. Nuisance.**

Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing which may disturb the quiet enjoyment of users, owners or occupiers of property in the vicinity of the Premises.

#### **4.03. Compliance with Laws and Regulations.**

Tenant shall, at Tenant’s sole cost and expense, comply with all legislation, rules, regulations and administrative orders applicable to Malta now in force, or which may hereafter be in force, pertaining to the Premises and the business to be carried out by it therein, and shall faithfully observe all conditions included in all licences, permits and authorisations issued to the Tenant or the Premises in relation to the business or activities being carried out from the Premises, now in force or which may hereafter be in force.

## **ARTICLE 5**

### **IMPROVEMENTS AND ALTERATIONS**

#### **5.01. Alterations by Tenant.**

Tenant shall not at any time make (a) any structural alteration, addition, improvement or other structural change to the Premises; or (b) any alteration, addition, improvement or other change to the exterior of the Premises without the Landlord's prior written approval, and in any case subject to all relevant permits (including but not limited to the permits issued by the Malta Environment and Planning Authority) for the carrying out of any such works if these are required (which permits it shall be the Tenant's responsibility to obtain). As a condition to evaluating any request by Tenant pursuant to this Article, Landlord may require Tenant to provide plans, specifications or other information to Landlord to enable Landlord to evaluate Tenant's request. If Landlord's approval is given, which approval shall not be unreasonably withheld, it may be subject to reasonable conditions or qualifications and in any event the approved alterations, additions, improvements or other changes shall be carried out at the Tenant's sole expense.

#### **5.02 Mode of Execution**

Any alterations, additions, improvements or other changes made to the Premises by the Tenant pursuant to this Lease, shall be carried out using good quality materials, with all due skill and care and according to law. Any such alterations, additions, improvements or changes made by Tenant shall, without prejudice to Article 12 , immediately become the property of Landlord.

#### **5.03 Alterations by Landlord**

Landlord acknowledges that the Premises include technical installations and therefore no alterations, additions or improvements are to be carried out by Landlord unless with the express approval in writing of the Tenant. Tenant does not have the obligation to grant any such approval.

## **ARTICLE 6**

### **MAINTENANCE / REPAIRS**

#### **6.01. Maintenance and Repairs.**

Tenant shall at its sole expense throughout the Term be responsible for all and any ordinary internal and external maintenance, and for all internal and external repairs other than structural, arising in the Premises, including to any Landlord's fixtures and fittings, and Tenant's permitted improvements and additions. For purposes of this Article 6.01, "structural repairs" shall be deemed to be those relating to the structure of the building itself, including the ceilings but excluding the screed, membrane or other surfacing material of the roof.

#### **6.02. Good Condition**

The Tenant shall maintain the Premises in good state of decoration and in a clean, orderly and sanitary condition.

## **ARTICLE 7**

### **UTILITIES**

#### **7.01. Utilities.**

Tenant shall be solely responsible for and shall promptly pay all charges, including use and/or connection fees, maintenance and other costs and charges, for water, electricity, telephone, and any other service or utility used in or upon or furnished to the Premises. In no event shall Landlord be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, water, or other utility or service if either the quality or character thereof is changed or is no longer available or suitable for Tenant's requirements, nor shall any interruption, reduction, disruption, curtailment, failure or change in quantity, quality, or character constitute or be deemed to constitute constructive eviction of Tenant or excuse or relieve Tenant from any of its obligations to pay any rent due hereunder.

## **ARTICLE 8**

### **INSURANCE**

#### **8.01. Tenant's Insurance**

At all times during the Term, Tenant shall keep in full force and effect, at its sole expense, the following insurance policies issued by reputable insurance companies authorised to do business in Malta:-

(a) A policy of public liability insurance with respect to the Premises. Such policy shall name both Tenant and Landlord as insured and shall have limits of liability of at least the amount indicated in Annex 1 for injury or death to any one person, per occurrence, and for damage to property per occurrence.

(b) If required by the Landlord, Tenant shall obtain and keep in force an all risk policy of insurance coverage for Tenant's fixtures, equipment, or any improvements installed by Tenant.

#### **8.02. Miscellaneous Requirements.**

(a) Tenant shall furnish to Landlord prior to commencement of the Term and thereafter when reasonably required certificates or otherwise evidence satisfactory to Landlord of all insurance policies required to be procured by Tenant pursuant to Article 8.01. Each certificate shall state that Landlord shall be entitled to at least thirty (30) days prior written notice of any cancellation, material change, or non-renewal. Should Tenant fail to procure any insurance required hereunder, the Landlord may, in addition to any other remedies, procure the same on behalf of Tenant, and at Tenant's expense.

(b) With respect to any insurance policy referred to in this Article, Tenant shall not at any time cause or permit any act to be done on the Premises which might invalidate any such policy.

#### **8.03 Landlord's Insurance**

At all times during the Term, the Landlord shall keep in full force and effect a policy of building insurance issued by a company authorised to do business in Malta covering loss or damage to the Premises. Such policy shall be in the name of the Landlord (and any other name that the Landlord requires) as insured.

The building insurance policy shall provide protection against fire, earthquake, vandalism, special extended perils (all risk), terrorism and any other coverage which Landlord in its sole discretion deems necessary.

## **ARTICLE 9**

### **INDEMNITY**

#### **9.01. Indemnity.**

Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, liabilities, costs and expenses arising from Tenant's use of the Premises, from the conduct of Tenant's business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or elsewhere.

Tenant shall further indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, liabilities, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease.

Tenant shall further indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, liabilities, costs and expenses or arising from any act or omission of Tenant, Tenant's agents, contractors, employees, business invitees and guests.

If any action or proceeding is brought against Landlord in respect of which an indemnity may be sought from Tenant pursuant to this Lease, Landlord shall defend the same, at Tenant's expense, by advocates satisfactory to Landlord.

## **ARTICLE 10**

### **ASSIGNMENT, SUBLETTING BY TENANT**

#### **10.01. Assignment.**

The Tenant's rights (if any) to assign this Lease are set out in Annex 1.

#### **10.2. Subletting**

The Tenant's rights (if any) to sublet the Premises are set out in Annex 1. For the avoidance of doubt the following instances shall not be interpreted as being subletting:

- a) Co-location services, that is, services offered by Tenant to third parties to host their equipment in the Tenant's equipment rooms within the Premises, (in the event that the Premises includes rooms designed to house equipment);
- b) Granting any rights whether in full or in part in relation to services that form part of Tenant's business operations and/or allowing third party technical installations against payment as these services are to be considered as part of the normal business operations of Tenant;
- c) Granting to other operators the right to use masts and towers that may be affixed on the Premises;
- d) Any compliance with applicable law, rules, regulations/or guidelines, including but not limited to guidelines issued or access requests made by competent authorities.

## ARTICLE 11

### DEFAULT AND REMEDIES

#### 11.01 Defaults

The occurrence of any one or more of the following events shall constitute a breach of this Lease by Tenant:

- (a) If the Tenant abandons the Premises.
- (b) The failure by Tenant to make any payment of Rent or of any payments due by the Tenant to the Landlord, if such failure continues for a period of thirty (30) days after notice is sent by the Landlord to Tenant.
- (c) The failure by Tenant to observe or perform any of the other terms, conditions or provisions of this Lease to be observed or performed by Tenant, if such failure continues for a period of thirty (30) days after notice (even if served on curators) from Landlord to Tenant.
- (d) (i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or (ii) the filing by or against Tenant of a petition for the winding up and dissolution of Tenant ; or (iii) if the Tenant declares insolvency; or (iv) if the Tenant is unable to pay his debts or has suspended the payment of his debts in terms of Article 214(5) of the Companies Act; or (v) the appointment of an official receiver, provisional liquidator or liquidator for the Tenant; or (vi) the dissolution of the Tenant for any reason whatsoever even pursuant to a resolution by the Tenant for its winding-up.

#### 11.02. Remedies.

In the event of any default or breach by Tenant of this Lease as laid out in Article 11.01, Landlord may, at any time thereafter, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- (a) Terminate Tenant's right to possession of the Premises by a further notice, in which case this Lease shall terminate forthwith *ipso iure* and Tenant shall surrender possession of the Premises to Landlord within one hundred and eighty (180) days. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting;; unpaid rent or other sums payable by Tenant under the provisions of this Lease with interest from the date the same became due at the highest rate allowed by law; or
- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the



right to recover all Rent and other charges that would be payable had Tenant not been in breach of the Lease as aforesaid. The exercise by the Landlord of the option set out in this paragraph (b) shall not prevent the Landlord from exercising at any subsequent time the option set out in paragraph (a); or

- (c) Without prejudice to anything contained in the preceding paragraphs, pursue any other remedy now or hereafter available to Landlord under the Laws of Malta or decisions of the Maltese courts.

## **ARTICLE 12**

### **UPON TERMINATION**

#### **12.01. Surrender of Premises.**

Tenant shall at the expiration of the Term, or at any earlier termination of this Lease, surrender the Premises and all permanent fixtures and fittings therein and thereon to the Landlord with vacant possession and leaving the same in good condition and repair and fit for use fair wear and tear reflecting age of such fixtures and fittings accepted. Permanent fixtures and fittings shall include all building improvements, alterations, improvements, lighting and air-conditioning systems, and this without any right to receive any compensation whatsoever in respect thereof.

#### **12.02 Landlord's Option**

Notwithstanding the above, if required by Landlord, Tenant shall at its own expense, restore the Premises to the same condition as the Tenant received it, namely shell inside and outer skin ready, or remove at Tenant's sole expense certain building improvements, alterations or additions made by Tenant during the term of the Lease.

#### **12.03. Holding Over.**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof or the earlier termination of the Lease, without the express written consent of Landlord, the Tenant shall pay, for each day of delay during the first 365 days delay, a penalty equivalent to two hundred percent (200%) of the last annual Rent calculated on a daily basis, and thereafter a penalty equivalent to three hundred percent (300%). The penalty shall be due as liquidated damages for mere delay and shall not be subject to abatement.

## **ARTICLE 13**

### **ASSIGNMENT BY LANDLORD**

The Landlord shall be entitled to transfer any or all of its rights and obligations as Landlord under this Lease to any third party as long as the rights of the Tenant under this agreement are safeguarded in their entirety and no new or increased burdens or obligations are created for the Tenant. To the extent that the transfer by the Landlord constitutes a novation, the Tenant undertakes to appear and sign all necessary documents to accept and put the novation into effect including, where this is required by the Landlord, the substitution of a new landlord instead of the Landlord and the discharge of the Landlord from its obligations as Landlord.

## **ARTICLE 14**

### **ACCESS BY LANDLORD**

#### **14.01. Landlord's Right of Entry.**

Landlord and Landlord's agents shall have the right to enter the Premises at all times during normal office hours being any business day falling from Monday to Friday (both days included) between 08.00hrs and 17.00hrs, provided that prior written notice thereof has been given to the Tenant at least 24 hours in advance, to examine the same, and to show them to prospective purchasers or tenants of the Premises. Landlord shall also have the right to enter the Premises subject to the terms of this Article, to inspect any works that are being carried out by the Tenant and to ensure that these are being carried out in accordance with the terms of this Lease. Landlord shall ensure that its employees or agents will in no way disrupt the operations of the Tenant.

## **ARTICLE 15**

### **NEW LEASE**

#### **Article 15.01 No Right of Preference to New Lease**

The Tenant waives any right of preference to a new lease that may be available to it at law.

## **ARTICLE 16**

### **OPTION TO PURCHASE**

#### **Article 16.01. Option To Purchase**

(a) Insofar as concerns those Premises in respect of which it is expressly stated in Annex 1 that the Tenant has an option to purchase, this option to purchase shall be regulated by Annex 3. The attention of the Tenant is drawn to the conditions in Annex 3, including the formalities that will be required to be carried out by the Tenant for the validity of the option to purchase.

(b) Insofar as concerns those Premises in respect of which the Tenant does not have an option to purchase, the Tenant shall not have an option to purchase, consequently Annex 3 is not applicable to these Premises, and therefore there is no Annex 3 attached to the Lease in so far as these Premises are concerned.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

#### **17.01. Signage.**

Tenant will not place, maintain, or permit any sign, advertising matter, decoration, or lettering on any exterior wall, door, or window of the Premises that is not in keeping with a premises of a high standard.

#### **17.02. Severability.**

The invalidity or unenforceability of any provision of the Lease shall in no way affect the validity or enforceability of any other provisions hereof.

#### **17.03. Interest on late payments.**

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the highest rate allowed by Maltese law from the date payment becomes first due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

#### **17.04. Time of Essence.**

Time is of the essence in performance of all obligations falling due hereunder.

#### **17.05. Entire Agreement; Amendments.**

This Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreements or understandings pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the Parties at the time of modification.

#### 17.06. Notices.

Any notice required or permitted to be given hereunder, shall be in writing and may be served personally or by registered mail, return receipt requested, addressed to Landlord and Tenant respectively at the respective registered office. Such notices shall be effective upon delivery. Notice may also be given by judicial letter, in which case service shall be regulated by the applicable law.

Either Party may, by like notice to the other Party, at any time and from time to time, designate a different address to which notices shall be sent.

#### 17.07. Waivers.

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by the Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of whether or not the Landlord will have known of such preceding breach at the time of acceptance of such Rent.

#### 17.08. Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law.

#### 17.09. Joint and Several Liability.

If more than one party shall execute this Lease as Tenant, such parties shall have joint and several liability for all obligations of Tenant set forth herein or at law.

#### 17.10. Arbitration.

In the event of any dispute relating to this Lease, the Parties hereto shall make every effort to settle amicably. If no settlement is reached within thirty (30) days from the date on which the difference or dispute shall have arisen, the difference or dispute shall be settled by arbitration in accordance with the provisions of Part IV of the Arbitration Act 1996 and the Arbitration Rules of the Malta Arbitration Centre shall apply. There shall be one arbitrator who shall be appointed by the Chairman of the Malta Arbitration Centre in the event that the Parties fail to

agree on an arbitrator between them within ten (10) days from one Party calling on the other for such purpose.

The Parties unconditionally and irrevocably agree to submit any dispute, controversy or claim arising out of or relating to this Lease, or the breach, termination or invalidity thereof to final and binding arbitration in terms of the Arbitration Act as aforementioned.

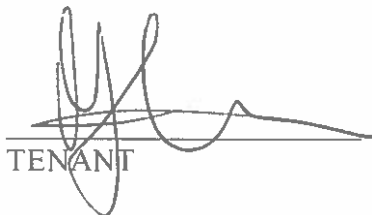
#### 17.11 Governing Law

This Lease shall be governed and construed in all respects in accordance with Maltese Law.

Signed on the day first written above in two (2) originals, one for each of the Parties.



LANDLORD



TENANT

**ANNEX 1**To the lease of premises: **Rabat (Malta) Exchange****LEASE DATA & SPECIAL CONDITIONS****LEASE DATA**

Item No.	Item Name	
1	Premises	The building currently used as the Rabat (Malta) Exchange, situated at It-Telgha tas-Saqqajja, Rabat, Malta built on a site with a superficial area of approximately 370 square metres and having a rentable (or otherwise usable) Gross Internal Area of approximately 714 square metres and outlined in red on the attached plan/s marked Annex 2.
2	Rent ( Initial)	Initial Rent of seventy four thousand Euro (€74,000) per annum together with the applicable VAT.
2A	First Rent Review Date	1 <sup>st</sup> January 2016
3	Lease Commencement Date	1 <sup>st</sup> January 2015
4	Term	<p>(a) An initial period of ten (10) years commencing from the Lease Commencement Date ( " the Initial Period");</p> <p>(b) An additional period of five (5) years commencing from the day following the last day of the Initial Period ("the First Additional Period") at the option of the Tenant, exercisable in the manner set out in item 5 of the Special Conditions in this Annex 1.</p> <p>(c) An additional period of five (5) years commencing from the day following the last day of the First Additional Period ("the Second Additional Period") at the option of the Tenant, exercisable in the manner set out in item 5 of the Special Conditions in this Annex 1.</p> <p>(d) An additional period of five (5) years commencing from the day following the last day of the Second Additional Period ("the Third Additional Period") at the option of the Tenant, exercisable in the manner set out in item 5 of the Special Conditions in this Annex 1.</p>

5	Permitted Use of Premises	<p>As predominant use: Technical facility including equipment rooms and data centre</p> <p>As ancillary use: Office , storage and retail activity normally associated with the provision telecommunications services</p>
6	<p>Insurance - damage to property</p> <p>Insurance - injury or death to any one person</p>	<p>Three hundred and fifty five thousand Euro (€355,000) increasing annually by the Retail Price Index</p> <p>Two million and three hundred thousand Euro (€2,300,000)</p>

#### SPECIAL CONDITIONS

Item No.	Item Name	
1	Assignment	Tenant shall not assign or transfer this Lease except with Landlord's prior express written consent, which consent may be withheld by the Landlord in its absolute discretion.
2	Subletting	<p>(a) The Tenant may sublet up to thirty per cent (30%) of the gross internal area of the Premises without requiring the Landlord's consent;</p> <p>(b) The Tenant may permit any person, legal or natural, to make use of or be in possession of all or any part of the Premises, under a gratuitous title;</p> <p>Provided that:</p> <p>(i) the subtenant or other user as provided in paragraph (a) or (b) above shall have no tenancy rights against the Landlord, and the Tenant shall remain solely responsible to the Landlord for all obligations in terms of this Agreement; and</p> <p>(ii) the Tenant shall provide the Landlord with a copy of the signed agreement ( if any) within thirty (30) days of it being signed;</p> <p>(c ) The Tenant shall not sublet more than thirty percent (30%) of the gross internal area of the Premises, except with Landlord's express written consent, which consent may be withheld by the Landlord in its absolute discretion.</p> <p>(d) Nothing in this Lease shall in any way prohibit any change in the Tenant's shareholders or any transfer of the actual controlling power of the administration of the Tenant. Any such change or transfer shall not be deemed to be a sublease and shall not bring about the termination of the Lease.</p>

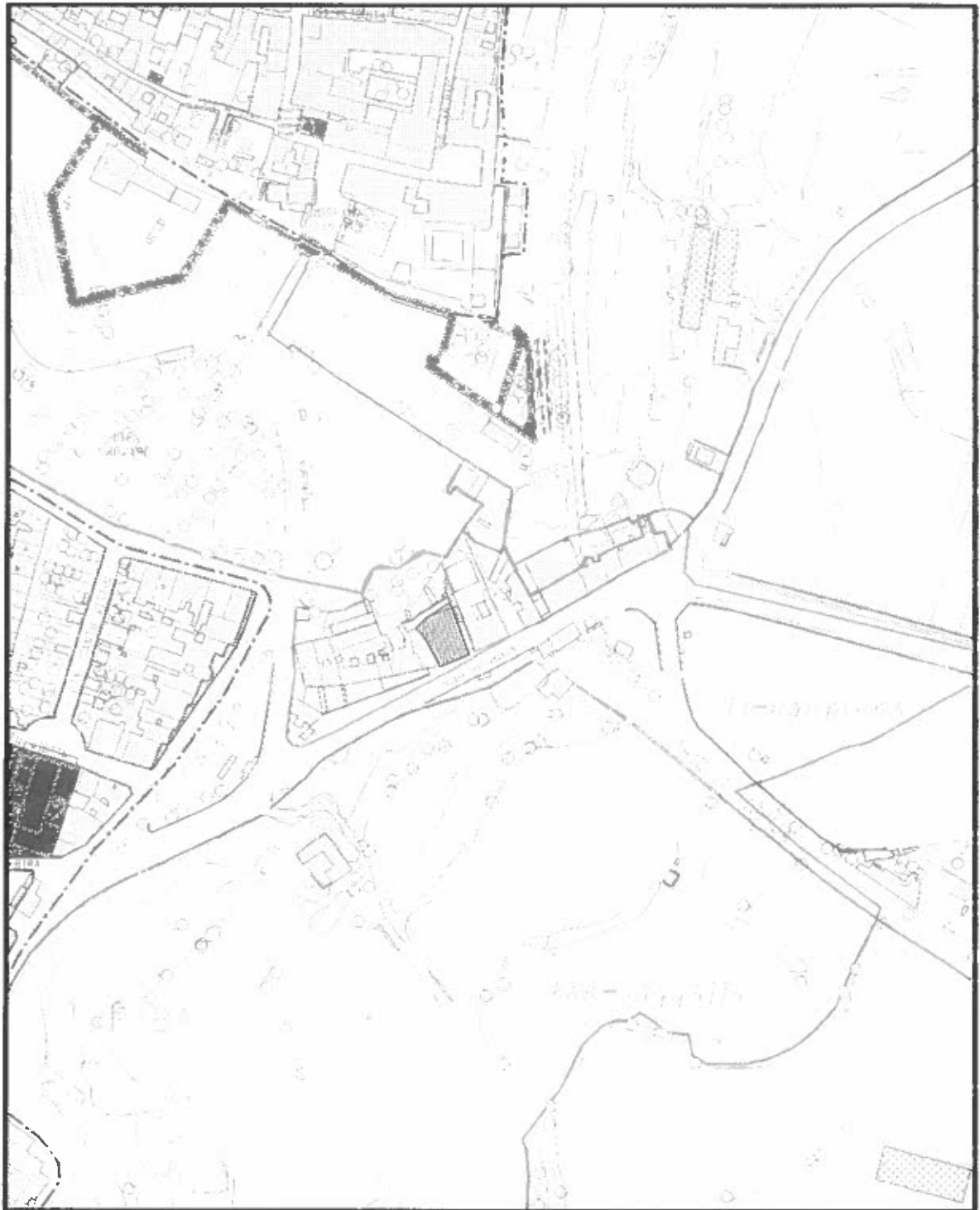
NIP 4



3	Tenant's Right to Purchase	As provided in Annex 3
4	Early Termination By Tenant	Not Applicable
5	Tenant's right to Additional Period	<p>The Tenant may, at its option, give notice to the Landlord not less than three (3) months prior to the expiry of the Initial Term, that it is exercising its option to extend the Term to the First Additional Period, and in this event, the Term shall be extended and shall expire on the last day of the First Additional Period.</p> <p>The Tenant may, at its option, give notice to the Landlord not less than three (3) months prior to the expiry of the First Additional Period, that it is exercising its option to extend the Term to the Second Additional Period, and in this event, the Term shall be extended and shall expire on the last day of the Second Additional Period.</p> <p>The Tenant may, at its option, give notice to the Landlord not less than three (3) months prior to the expiry of the Second Additional Period, that it is exercising its option to extend the Term to the Third Additional Period, and in this event, the Term shall be extended and shall expire on the last day of the Third Additional Period.</p>

NP\* Y

500m



0m

Min Easting 46087.98, Min Northing 71128.02, Max Easting 46487.98, Max Northing 71628.02

0m

400m

## MEPA - [www.mepa.org.mt](http://www.mepa.org.mt)

St. Francis Ravelin

Floriana FRN 1230, Malta

PO Box 200, Marsa MRS 1000, Malta

Tel: +356 2290 0000 Fax: +356 22902295

### Site Plan, Scale 1:2500

Printed on: Thursday, October 09, 2014

Not to be used for interpretation or scaling of scheme alignments  
Copyright © MEPA - Malta Environment & Planning Authority. Not for resale

NOP A



### ANNEX 3

#### TENANT'S OPTION TO PURCHASE : RABAT (MALTA) EXCHANGE

**Malta Properties Company plc**, a company incorporated under the laws of Malta under company registration number C 51272, whose registered office is at GO, Fra Diego Street, Marsa, MRS 1501, (hereinafter referred to as "Landlord") and

**GO PLC**, a public company incorporated under the laws of Malta under company registration number C 22334 whose registered office is at GO, Fra Diego Street, Marsa, MRS 1501 . (hereinafter referred to as "Tenant").

The Landlord and the Tenant are hereinafter also individually referred to as "Party" and collectively as the "**Parties**".

Whereas:

- (A) Landlord is the owner of the Premises ( as herein defined);
- (B) Landlord and Tenant have entered into the Lease;
- (C) Landlord is willing to give Tenant an option to purchase the Premises on the terms and conditions stated herein;

The Parties hereby agree as follows :

#### 1. Definitions.

Capitalised terms that are defined the Lease have the meaning given to them in the Lease, unless a different meaning is given to them in this Annex 3.

"Landlord" includes any successor in title of the Landlord to the Premises.

"Landlord's Acquisition Deed" means the public deed in the records of notary Pierre Attard dated 25<sup>th</sup> November 2011 in virtue of which the Landlord acquired the Premises.

"Notice of Extension" means the notice by Tenant to Landlord in terms of Annex 1 that it is exercising its option to extend the Term of the Lease to the Third Additional Period.

"Lease" means the lease for the Premises, to which this Annex 3 is attached.

"Premises" means the Premises referred to in Annex 1, being the building known as the "Rabat Exchange", officially numbered seventeen (17) and eighteen (18) in It-Telgha Tas-Saqqajja formerly known as Saqqajja Hill at Rabat, Malta, , with all its rights and appurtenances including its overlying airspace and its underlying terrain and including the servitude of windows on the eastern wall of the building; which complex is shown outlined in red on the plan annexed to this deed as a document marked "Annex 2"

NPP 

"Purchase Notice" means a Notice calling upon Landlord to appear on a final deed of sale of the Premises at a date not earlier than thirty (30) days and not later than sixty (60) days from the receipt of the Purchase Notice.

## 2. Term of Validity

The Parties agree that ( always subject to clauses 3, 4 and 6(b) ), the period of validity of this Annex 3 shall be the last twelve calendar months of the Third Additional Period (the Option Period).

## 3. Suspensive Condition

The promise to sell, set out in clause 5 of this Annex 3, is subject to the suspensive condition that Tenant gives the Notice of Extension. Therefore, unless and until Tenant gives the Notice of Extension, the obligation on the part of Landlord to sell, set out in clause 5, shall not come into existence.

## 4. Notice to Relevant Authority

If and when the Notice of Extension is given, The promise to sell, set out in clause 5, will not be valid unless notice thereof is given to the relevant authority ( currently the Commissioner for Revenue) , in such manner and within such time, currently twenty one (21) days, as may be prescribed by law. The aforesaid notice shall be given to the relevant authority by Tenant. For this purpose, the Landlord, as the vendor company, authorises Tenant to give the aforesaid notice to the relevant authority within the prescribed time after the Notice of Extension, and to sign all relative documents that may be required. In the event that the Option Period is extended in terms of clause 6, the notice of extension shall also be given to the relevant authority by the Tenant. For this purpose, the Landlord, as the vendor company, authorises Tenant to give the aforesaid notice to the relevant authority within the prescribed time, and to sign all relative documents that may be required.

## 5. Promise to Sell

By virtue of this Annex 3, Landlord undertakes and promises to sell and transfer the Premises to Tenant, subject to the terms and conditions set out in this Annex 3.

## 6. Exercise of Option

(a) At any time during the Option Period, Tenant may send a Purchase Notice to the Landlord . The final deed of sale shall be in accordance with the terms and conditions stated in clause 7 of this Annex 3.

(b) Once sent, a Purchase Notice may be withdrawn by Tenant for any reason whatsoever, provided that if the Purchase Notice is so withdrawn by the Tenant, the promise to sell, set out in clause 5, shall no longer be binding on the Landlord, and this Annex 3 shall terminate

APP ✓

and cease to have effect. This is without prejudice to the provisions of the following paragraphs of this clause.

(c) If Litigation Circumstances ( as defined in paragraph (d) of clause 7.5) exist at the time that the Purchase Notice is sent, or exist at the time that the final deed of sale of the Premises was to take place following that Purchase Notice, the Tenant shall be entitled ( but not obliged) to withdraw the Purchase Notice.

If the Tenant does not withdraw the Purchase Notice, the Tenant shall be entitled to purchase the Premises, if this is possible, with the exclusion of the warranty stated in paragraph (d) of clause 7.5 and with the appropriate qualification to the warranty of peaceful possession and real enjoyment stated in clause 7.4.

If the Tenant withdraws the Purchase Notice, the following paragraphs (d) and (e) shall apply.

(d) If the Litigation Circumstances are reasonably capable of monetary settlement by the Landlord, the Option Period shall be extended for a further thirty-six (36) months, and paragraph (a) above shall continue to apply, and furthermore, the Lease shall be similarly extended on the same terms and conditions.

(e) If the Litigation Circumstances are not reasonably capable of monetary settlement, the Tenant's option to purchase shall cease, and this Annex 3 shall have no further effect.

## 7. Other Terms and Conditions

7.1. The Premises enjoys and is subject to all servitudes over and/or in favour of the other properties as results and is necessitated from its physical position.

7.2. The purchase price for the Premises shall be the equivalent of the annual rent payable at the time of the Purchase Notice, capitalised at a rate of six per cent (6%).

7.3. The entire price shall be paid by Tenant to the Landlord on the final deed of sale of the Premises.

7.4. Landlord shall, on the deed of sale, warrant good title, the peaceful possession and real enjoyment of the Premises in favour of Tenant and by way of security for this warranty Landlord undertakes to grant to Tenant, who accepts, a general hypothec on all Landlord's property present and future, in general;  
Tenant waives its right to register an additional special hypothec by virtue of this general hypothec on any property of Landlord in terms of section two thousand and sixteen (2016) of the Civil Code of Malta.

7.5. On the final deed of transfer, Landlord shall warrant:

W11 G

(a) that the Premises are 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 except for what may be stated in this Annex 3;

(b) that the Premises are free from debts (other than debts incurred by the Tenant), 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 Premises, and any fees and expenses due to contractors and suppliers for the construction and completion of the Premises are paid and fully settled;

(c) that the Premises are 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;

(d) that, to Landlord's knowledge, there are no proceedings pending or threatened in connection with and/or relating to the Premises, and that there are no circumstances, which are likely to give rise to any litigation or arbitration ( the "Litigation Circumstances" ) ; and

(e) that the Premises were not expropriated nor is there, to Landlord's knowledge, an intention of expropriation by the relevant authorities.

7.6. The Premises are being sold 'tale quale', in their present state and condition.

7.7. Tenant shall not pay or receive any compensation for party walls;

7.8. 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 the day of transfer, shall be duly paid and settled by Tenant. Landlord promises and undertakes to sign all such documents and perform all such acts as may be reasonably required by Tenant such that each of the said services and utilities may be registered in the name of the Tenant, or any person nominated by Tenant.

7.9. All fees and expenses, including notarial fees and duty on documents, relative to the final deed of sale shall be borne by Tenant. Any Capital Gains Tax or Property Transfer Tax which may arise from the deed of sale shall be paid by Landlord. Each one of parties shall pay his own advisors;

7.10. Should Landlord fail to appear for the publication of the final deed of sale for no valid reason at law , Tenant shall be entitled to enforce this Annex 3, whether to demand specific performance, or to demand damages, in terms of the applicable procedures provided by Article one thousand three hundred and fifty seven (1357) of the Civil Code, Chapter sixteen (16) of the Laws of Malta,.

NPP 

Furthermore Landlord acknowledges and accepts that as of the date it fails to appear to sign the final deed of sale for no valid reason at law,;

(i) in the event that, and for as long as, there are judicial proceedings against the Landlord to carry out the sale of the Premises in terms of this Annex 3, the Lease shall continue and the rent will be fully abated until the final deed of sale is signed;

(ii) in the event that there are no judicial proceedings against the Landlord to carry out the sale of the Premises in terms of this Annex 3, or such judicial proceedings commence and then cease for any reason, the Lease shall terminate.

7.11. This Annex 3 is subject to the resolute condition that the necessary searches on the Property object of this Annex 3 are duly conducted by Tenant, and that from the said searches there results that the title to the Premises is valid and that there is no defect of title that came into existence after the Landlord's Acquisition Deed. In the event that it transpires that there is some sort of defect in the title to the Premises that came into existence after the Landlord's Acquisition Deed, Tenant reserves the right to withdraw from this Annex 3 and to seek damages from Landlord. For the avoidance of doubt it is declared that any defect in title that existed prior to the Landlord's Acquisition Deed (i) shall not entitle the Tenant to withdraw from this Annex 3 should the sale be possible, and (ii) whether the sale is possible or not, the Landlord shall not be liable in damages nor pay any cost in relation to such defect in title.

7.12. This sale is subject to any permission by the Government or any regulatory authority that may be required in terms of the Immovable Property (Acquisition by Non-Residents) Act Chapter two hundred and forty six (CAP.246) of the Laws of Malta, or any other law, for the acquisition of the Premises;

7.13. Tenant exempts Landlord from providing Tenant with an Energy Performance Certificate (EPC) in respect of the Premises at the expense of Landlord, and in the event that any authority requires an EPC to be produced, the EPC shall be obtained by Tenant at its expense. If for any reason Landlord is obliged to obtain an EPC itself, Tenant undertakes to refund to Landlord the cost of the EPC.

\*\*\*\*\*

NPP 



**Malta Properties Company p.l.c. ("the Company")**

**GO, Fra Diegu Street, Marsa MRS 1501**

**Company Registration Number C 51272**

*Certified True Extract from the minutes of a meeting of the Board of Directors held at the registered office of the Company.*

**Quote**

**It is resolved that Mr. Nikhil Patil holder of British Passport number 518174825 is vested with the Company's judicial and contractual representation.**

**Unquote**

Certified true copy this 13<sup>th</sup> day of October 2015

NAP Y



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



**GO plc ("the Company")**

**Company Registration Number C 22334**

*Certified True Extract from the minutes of a meeting of the Board of Directors held at the registered office of the Company.*

**Quote**

**It is resolved that Mr. Yiannos Michaelides holder of Cypriot Passport no. K00012238 is vested with the Company and its subsidiaries' judicial and contractual representation.**

**Unquote**

Certified true copy this 13<sup>th</sup> day of October 2015

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

XPP Y

