

Fl-Atti tas-Subbasta Nru. 12/2021

Belair Developments and Construction Limited

vs

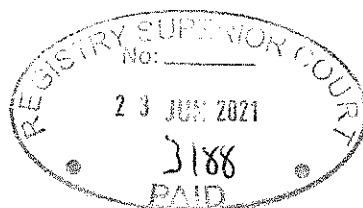
Fashion Retailers Limited et

Rapport ta' Valutazzjoni

Hanut bl-isem "Salsa"

(gja' "Wallis" gja' "Playlife" gja' "Benetton"),

**Nru. 44, Triq it-Torri, kantuniera ma' nru. 1/1A, Triq Tigné,
Tas-Sliema, Malta**



Relazzjoni tal-perit tekniku

Dott. Perit Jevon Vella,

BE&A (Hons), Spec. Restauro (Roma Sapienza), Ph.D (Roma Sapienza), A&CE

Warrant Nru. 385

Subbasta: 12/21
Riferenza: F23-21

**Re: Ħanut bl-isem “Salsa”
 (ġja’ “Wallis” ġja’ “Playlife” ġja’ “Benetton”),
 Nru. 44. Triq it-Torri, kantuniera ma’ nru. 1/1A, Triq Tigné,
 Tas-Sliema, Malta**

Ilum, 21 ta’ Ġunju 2021

Permezz ta’ digriet ta’ din l-Onorabbli Qorti mogħti fil-25 ta’ Marzu 2021, l-esponent, il-perit Dott. Jevon Vella, numru tal-Warrant 385, hawn taħt iffirmat, ġie maħtur bħala espert fl-atti tal-Mandat ta’ Qbid ta’ Fwejjeġ Immobbli hawn fuq imsemmija, sabiex iħejji rapport ta’ valutazzjoni u stimi skond l-Artikolu 89 et seq. tal-Kodiċi ta’ Organizzazzjoni u Proċedura Ċivili (Kap. 12), jiddikjara dan li ġej:

1. Indikazzjoni tas-sit u l-għoli tal-fond

Il-propjeta’ immobiljari in eżami tinsab fil-lokalita’ ta’ Tas-Sliema u tikkonsisti minn ħanut f’ kantuniera, kkonfinat bejn żewġ toroq pubbliċi; b’ Triq it-Torri fil-Majjistral, u Triq Tigné fil-Lbiċ. Il-fond għandu entratura bin-numru ċiviku erbgħa u erbgħin (44) fi Triq it-Torri, u żewġ fethiet bin-numri ċiviċi wieħed (1) u wieħed ittra ‘A’ (1A) f’ Triq Tigné. Fid-dettal, il-fond jinsab sottostanti għal beni ta’ terzi, fil-pjan terren (ġjoe’ livell mat-triq) ta’ blokka urbana mibnija fuq erba’ (4) sulari (esklużi l-kmamar tal-bejt), liema blokka tidher li nbniel fl-istess żmien. Kopja tal-pjanta tas-sit tal-propjeta’ f’ skala 1: 500 (planimetrija) qed tiġi esebita ma dan ir-rapport u mmarkata bħala Dok. 01.

2. Skizz li juri l-għadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom

Aċċess mhux assistit fuq is-sit sar nhar is-26 ta' Mejju 2021, bejn is-10:15 a.m. u l-12:15 p.m., waqt li ħin tal-ftuħ tal-ħanut¹ Il-partijiet kienu debitament avżati b' ittra registrata, datata 11 ta' Mejju 2021.

Kopji ta' din l-ittra, tal-irċevuta postali (*tracking numbers*), u ta' ittri li baqgħu ma ngabru, qed jiġu esebiti u mmarkati minn Dok. 02 sa 09.

Skizz li jindika t-tqassim u l-konfigurazzjoni preżenti tal-ħanut, inkluż id-dispożizzjoni tal-entratura, tal-veġnari, u tal-ispazji anċillari, qed tiġi esebita u mmarkat bħala Dok. 10. Dan l-iskizz huwa bbażat fuq spezzjoni viżwali mingħajr l-użu ta' għodda jew attrezzaġura li tippermetti spezzjoni aktar fid-dettal, bħal per eżempju; tal-vojt li jinsab taħt ir-rivestimenti tal-ħitan (*wall linings*) u tal-ixkaffar, u fuq is-soffetti.

3. Dwar jekk il-fond ġieħ mibni skond permessi tal-bini u regoli sanitarji

Skond il-Mappa SJ1 tal-Pjan Lokali (*North Harbour Local Plan*), is-sit jinsab fil-*Primary Town Centre*, barra l-*Urban Conservation Area*. Għal kull bon fine, skond il-Mappa SJ 3 tal-istess Pjan Lokali, jistgħu jinbnew sa' seba' sulari u *semi-basement*.² Kopji taż-żewġ mapep qed jiġu esebiti u mmarkati bħala Dok. 11 u 12 rispettivament.

Skond is-*Survey Sheets* tas-sena 1968, il-propjeta' kienet ġja' nbnieta.³ L-unika permess li nstab fis-sistema tal-eApps tal-Awtorita tal-Ippjanar, kienet talba li saret fis-sena 2004 għal bidliet fil-faċċata u t-twaħħil ta' tabella.⁴ Kopji rilevanti ta' dan il-permess qed jiġu esebiti u mmarkati minn Dok. 13 sa 16.

¹ Għall-aċċess attenda biss l-intimat David Lauri, pero' baqa' barra.

² *North Harbour Local Plan* (NHLP) approvat f' Lulju 2006. Il-policies rilevanti għaż-żona in eżami huma NHRE 01 – *Sliema Primary Town Centre*, NHSJ 05 – *Sliema Town Centre Environmental Improvement*, NHSJ 06 – *Height Envelopes and Frontage Widths*, u NHSE 04 – *Building Height Amendments*. Skond Annex 2 – *Interpretation of Height Limitation* tad-*Development Control Design Policy, Guidance & Standards, 2015* (DC 15), seba' sulari u *semi-basement* illum huma ekwivalenti għal għoli ta' 32 metru.

³ *Planning Authority Map Server*, aċċessat nhar l-10 ta' Mejju 2021.

⁴ PA/01987/04 "Location of development: Playlife, Triq It-Torri, Sliema. Description of works: Alterations to facade materials and sign, no change of use. Perit David Pace on behalf of Mr Bobby Pace. Decision posted date: 26/04/2004."

Fid-dettal, il-kunfigurazzjoni tal-pjanta tal-ħanut hi forma ta' żewġ spazji rettangolari, wieħed f'itwal, u l-ieħor f'it usa mill-ieħor, u li jikkoincidu f' angolu akut. Flimkien, dawn iż-żewġ 'spazji' jikkostitwixxu ż-żona ta' espozizzjoni, filwaqt li spazju ieħor f' forma ta' feles inserit bejn dawn it-tnejn, jinkorpora l-ispazji anċillari, ċjoe'; maħżen żgħir, *toilet* għal-ħaddiema, u spazju għas-servizzi (eż. *control panels, computer, CCTV*, eċċ.).

Kif ġja' rilevat preċedentement, il-ħanut huwa interament livell mat-triq, mingħjar l-ebda dislivelli; bl-eċċezzjoni tal-ispazji anċillari, fejn hemm targa waħda baxxa.

B' kollox, fuq il-faċċati hemm ħames (5) aperturi, ċjoe'; vetrina ampja, prattikament mill-art sas-saqaf fuq kull triq; vetrina oħra finta (għar-reklami) fit-tarf tal-faċċata li tħares fuq Triq Tigné; apertura oħra f'idejha magħluqa b' persjani tal-aluminju li sservi għal ventilazzjoni tal-*outdoor units* tas-sistemi tal-arja kondizzjonata u ventilazzjoni mekkanika ; u bieb prinċipali prattikament fill-kantuniera ta' Triq it-Torri li jservi bħala l-unika aċċess għall-fond, ċjoe'; kemm għall-klijenti, kif ukoll għall-ħaddiema, merkanzija, sevizzi, eċċ. (Vide ritratti, minn Dok. 17 sa 19).

It-tqassim intern tal-ħanut huwa wieħed konvenzjonali; b' aċċess ċentrali u spazju espositiv fuq kull naħha tal-entrata. Fuq wara tal-fond, fl-aktar parti mudlama, hemm tlett *dressing rooms*. Fl-aktar parti mxattri fin-nofs tal-fond, hemm l-imsemija spazji anċillari. Internament, m' hemmx aperturi li jagħtu fuq *shafts*, b' hekk, l-ispazji kollha (inkluż it-*toilet*) jistrieħu fuq ventilazzjoni forzata kif indikat hawn fuq. (Vide ritratti, Dok. 17 u 22).

Il-fond ikopri firxa totali (gross) ta' madwar mija u tlett metri kwadri (103 m²). Id-daqs tal-ispazju utili huwa f'it iżjed minn tlieta u tmenin metru kwadru (83.3 m²), u huwa mqassam kif ġej:

Kamra u / jew spazju	Qies, metri kwadri
Spazju għall-espozizzjoni u ta' ċirkolazzjoni	68.0 m ²
<i>Dressing rooms</i>	5.4 m ²
Maħżen u spazju għas-servizzi	8.3 m ²
<i>Toilet</i>	1.6 m ²

Kull fejn hemm soffett, l-għoli ċar tal-ispazji huwa medja ta' madwar tlett metri (3.0 m); u fil-maħżen, fejn m' hemmx soffett, l-għoli ċar (ċjoe' id-distanza bejn il-wiċċ tal-art u l-qiegħ tal-istruttura tas-saqaf sovrastanti), huwa f'it aktar minn tlett metri u nofs (3.6 m). Għalhekk, fir-rigward ta' kwistjonijiet ta' sanita', il-ħanut huwa konformi mal-Artikolu 15(1) tal-Avviz Legali 227 tal-2016 kif emendat bl-Avviz Legali 374 tal-2020.

Tajjeb li jiġi nutat li hemm xi divergenzi żgħir bejn id-disinn tal-faċċata kif indikat fil-permess PA 1987/04 u kif ġie mwettaq l-iżvilupp. Barra minn dan, peress li l-imsemmi permess ma jirrigwardax (u di konsegwenza ma jispeċifikax) la l-użu tal-ħanut⁵ u lanqas it-tqassim intern tiegħu, kif ukoll, billi kif ġja' ġie ndikat qabel, fir-riċerki ma jirriżultawx permessi oħra li jikkonċernaw il-fond, salv prova kuntrarja japplika l-Avviż Legali 162 tal-2016. F' dak il-każ, minħabba li t-toilet m' għandux tieqa għal barra, japplika wkoll l-Artikolu 13(3) tal-istess Avviż Legali 227 tal-2016.

Altrimenti, l-iżvilupp *de quo* huwa konformi mal-*policies* tal-ippjanar viġenti u r-regolamenti sanitarji.

4. Il-kundizzjoni tal-istruttura, tal-finituri, u tal-aperturi

L-istruttura tal-propjeta' hi waħda tradizzjonali, b' ħitan oriġinarjament tal-gebel tal-Franka. Madankollu, kull fejn saru interventi strutturali u twaqqhu xi ħitan, intużaw travi tal-azzar (*Rolled Steel Joists*).⁶ Jidher li s-soqfa huma tal-konkos rinfurzat. Dan kollu huwa manifest b' mod ċar fil-maħżen, fejn l-unika parti tal-istruttura għadha tidher. (Vide ritratti, Dok. 17 u 22).

Generalment, il-kundizzjoni tal-istruttura u tal-finituri hi waħda tajba ħafna. Ma gewx rilevati l-ebda konsenturi jew ċaqliq fl-iżvilupp.

Kif ġja' ġie indikat qabel, bl-eċċezzjoni tal-ispazji anċillari, il-ħitan interni huma rivestiti b'*wall linings* jew xkaffar, u s-soqfa kollha għandhom soffett. Fil-każ tal-ispazji anċillari, il-ħitan huma miksija u mbajda b' żebgħa akrilika, iżda s-soqfa tħallaw esposti. Il-ħitan diviżorji tat-toilet huma *lightweight partitions* tal-aluminju.

Il-faċċata hija nterament rivestita minn lastri ta' gebel kalkarju b' inkwadratura ta' gebel igneju, tipo; *travertino* u granit iswed rispettivament. Internament, l-art kollha hi mwittija b' madum taċ-ċeramika, lewn newtrali.

⁵ Skond l-Avviż Legali 74 tal-2014, l-użu prezenti huwa konsistenti ma wieħed ta' Kategorija D – Użi Kummerċjali, Klassi 4B – Bejħ bl-imnut. Skond it-titolu ta' kiri li ġie konċiż permezz tal-att tat-8 ta' Ġunju 2004 in atti tan-Nutar Dott. Victor John Bisazza, il-fond huwa kopert b' permess tal-Pulizija għal attività kummerċjali.

⁶ F' dawn l-interventi, setgħu wkoll intużaw *bricks* (ċjoe', *hollow concrete blockwork*) pero' din l-ipotesi ma jistax tigi kkostatata minn sempliċi osservazzjoni viswali, ċjoe' prevja li ssir investigazzjoni invasiva u jitwaqqhu partijiet mill-finituri eżistenti.

L-aperturi, li jharsu fuq barra huma tal-aluminju anodizzat kulur iswed. Il-bieb tal-fanot *per se* huwa tal-ħgieg ittemprat, u dak li jagħti għall-ispazji anċillari huwa magħmul mill-injam, sprejjet abjad. (Vide ritratti, Dok. 17 u 23).

5. L-att tal-akkwist u tifsira tal-piżijiet, kirjiet u jeddiet oħra reali jew personali

Il-propjeta' immobbli tinsab f' area ta' registrazzjoni obbligatorja u hi registrata bit-titolu 59000113.⁷ L-aħħar darba li l-utile dominium temporanju gie trasferit kien permezz tal-att tas-26 ta' Frar 2021 in atti tan-Nutar Anton Borg, mis-soċjeta' intimata *Fashion Retailers Limited* bin-numru ta' registrazzjoni C36172, lis-soċjeta' *Rock Enterprises Limited* bin-numru ta' registrazzjoni C39042, għas-somma ta' ħames mitt elf ewro (€500,000).⁸

Kopja tal-att tal-akkwist fl-intir tiegħu qed tiġi esebita u mmarkata minn Dok. 24 sa 36.

Kif għa' gie ndikat, il-fond huwa sottopost għal beni ta' terzi, ċjoe' mingħajr l-arja, bid-drittijiet u l-pertinenzi kollha tiegħu, sogġett għal ċens annwu u temporanju ta' tnejn u tletin elf, disa' mija, u sitta u sebgħin ewro (€32,976), liema ċens huwa rivedibbli bil-mod indikat fl-att tat-12 ta' Awissu 1987 in atti tan-Nutar Pierre Attard,⁹ bl-aħħar reviżjoni li seħħet nhar l-14 ta' Diċembru 2012, altrimenti liberu u frank, pero' mikri lil terzi.

Originarjament, it-titolu ta' enfetewsi temporanja kien gie konċiż mill-Patrijiet Frangiskani Minuri Konventwali lis-soċjeta' intimata *J.L. & Sons Limited* bin-numru ta' registrazzjoni C6982 permezz tal-imsemmi att tat-12 t' Awissu 1987, b' ċens annwu u temporanju ta' sebat elef u tlett mitt lira Maltija (Lm7,300), pagabbli bis-sena bil-quddiem għaž-żmien ta' mija u sebgħa u tletin (137) sena, dekorribbli mill-15 ta' Diċembru 2000; u korrispettiv ulterjuri li tħallas darba biss, fl-ammont ta' sitta u għoxrin elf lira Maltija (Lm26,000).¹⁰

⁷ Kapitolu 296 tal-Ligijiet ta' Malta, Att Dwar ir-Registrazzjoni tal-Artijiet.

⁸ *Deed No: 017, Loan & Sale; Fashion Retailers Limited (vendor / vendors nomine), Rock Enterprises Limited (debtor / purchaser / purchaser nomine), Harley Distributors Limited (creditor); Enrolled in Public Registry, Volume I, Warranty of Peaceful Possession, Volume H, Loan Volume H, Land Registry, LRA, LRC.*

⁹ Att Nru. 270, Insinwat: 26/8/1987, [Vol.] I. 9708/1987, [Vol.] I. 9710/1987, Enfetewsi Temporanea [sic].

¹⁰ Il-korrispettiv ulterjuri tħallas kif gej: Lm16,900 f' tlettax-il pagament ugwali, annwali u konsekuttivi ta' Lm1,300; Lm2,000 fi żmien xahrejn mid-data tal-att; u Lm7,100 f' zewg

Bħala garanzija tal-ħlas puntwali, tal-korrispettiv ulterjuri, tal-imsemmi ċens, u tal-osservanza tal-kundizzjonijiet imsemmija fil-konċessjoni, l-enfitewta kkrea a favur id-direttarju, ipoteka ġenerali fuq il-beni kollha tagħha, iffissata fis-somma ta' tletin elf lira Maltija (Lm30,000), u ipoteka speċjali fuq l-utile dominium temporanju, oltre il-privileġġ speċjali spettanti lid-direttarju.

Kopja tal-att tal-akkwist qed tiġi esebita u mmarkata minn Dok. 37 sa 49.

Kif indikat preċedentement, l-imsemmi ċens ġie rivedut għall-ewwel darba fl-14 ta' Diċembru 2012, abbażi tal-*iStandard* Nazzjonali dwar l-Inqas Paga Nazzjonali ta' dakinhar. Għandu jiġi reviż kull ħamsa u għoxrin (25) sena sussegwenti, abbażi tad-differenza fl-istess *Standard* bejn ta' dik fil-ġurnata tar-reviżjoni ipparagunata ma' dik operanti fl-aħħar reviżjoni.

Inter alia, jiġu osservati s-segwenti piżijiet u jeddijiet:

- Id-direttarju irriżerva d-dritt tal-lawdemju f' kull trasferiment futur tal-istess fond jew ta' xi parti minnu jew tal-benefikati li jsiru minn floku, liema lawdemju jikkorrispondi għal sena ċens korrenti fl-epoka tat-trasferiment, in proporzjoni tal-parti trasferita, u fil-każ ta' trasferiment tad-drittijiet naxxenti minn dan il-kuntratt qabel il-15 ta' Diċembru 2000, l-enfitewta u l-aventi kawża tiegħu, obligaw ruħhom li jiponu fuq kull akwired futuri li jħallsu s-somma ta' elfejn lira Maltija (Lm2,000) lill-imsemmja Patrijiet.
- Il-lawdemju jew il-*premium* stipulat ikun dovut anke fil-każ li l-imsemmi fond jew benefikati li jsiru minflok jiffurmaw parti ta' *share transfer* f' xi soċjeta' jew *partnership*; b' dana pero' illi fil-każ ta' *share transfer* mill-enfitewta lid-dixxendenti diretti tiegħu jew minn dawn lid-dixxendenti diretti tagħhom, l-imsemmi lawdemju jew *premium* jiġnaqqas fis-sens illi kull darba li ssir *transfer* ta' *shares*, tkun dovuta s-somma ta' elf lira Maltija (Lm1,000) fil-proporzjon li l-ammont ta' *shares* trasferiti jagħmlu mill-*issued share capital* tas-soċjeta'. L-imsemmija somma jew il-parti proporzjonali tiżdied fil-proporzjon li jkun żdied iċ-ċens skond l-epoka tat-trasferiment.
- Il-fond jew benefikati minflok ma jistgħu qatt iservu għal skopijiet illeċiti jew immorali, jew għall-użi oħra kontrarji għat-tagħlim tal-Knisja Kattolika Appostolika Rumana.

pagamenti ugwali fil-15 ta' Diċembru 1992 u fil-15 ta' Diċembru 1997, il-koll mingħajr imgħax.

- Fil-każ li l-enfitewta jew aventi kawża minnu jwaqqhu l-imsemmi fond għall-iżvilupp, għandhom jeriġu minfloku benefikati stabbli u permanenti ta' valur ta' mhux inqas minn tletin elf lira Maltija (Lm30,000).
- Kwalunkwe taxxa li tista' tiġi imposta mill-Gvern fuq is-sidien tal-art jew bini, għandha titallas mill-enfitewta, li jkollu d-dmir li jeseġwixxi kull obbligu li skond il-liġi għandhom is-sidien ta' bini, tkun xi tkun ir-raġuni, ix-xorta tax-xogħlijiet, u l-ispiża relattiva. L-enfitewta rrinunzja d-dritt li jagħti l-Artikolu 1588 tal-Kapitolu 16 tal-Kodiċi Ċivili.
- Kwalunkwe benefikat jew miljorament li ssir fuq l-imsemmi fond jaċċedu għall-propjeta', u l-enfitewta ma jkollu dritt għall-ebda rikompens għall-istess benefikati jew miljoramenti, lanqas fil-każijiet kontemplati fl-Artikolu 1611, b' riferenza għall-Artikoli 1605 u 1606 tal-istess Kodiċi Ċivili.
- L-enfitewta obbliga ruħu li jzomm il-fond jew kwlasiasi benefikati li jkun sar minfloku, f' stat tajjeb ta' manutenzjoni u riparazzjoni, kif ukoll li fit-terminazzjoni tal-konċenssijoni enfitewtika, jirritornahom f' stat tajjeb.
- Fil-mankanza tal-pagament ekwivalenti għal tlett (3) snin ċens, il-konċedent ikollu d-dritt li jgħid lill-konċessjoni u kwalsiasi benefikati li jkunu saru, u l-imsemmi fond jiddevolvi gratwitament favur il-konċedent, basta però' li l-enfitewta jkun gie interpellat iħallas permezz ta' ittra ufficjali u jkunu għaddew inutilment tletin (30) gurnata mid-data tan-notifika, mingħajr preġudizzju għall-flas tal-imsemmija ammonti.

Tajjeb li jiġi osservat ukoll, li:

It-titolu ta' utile dominium temporanju kien gie trasferit permezz tal-att tas-6 ta' Gunju 2013 in atti tan-Nutar Dott. Pierre Attard, mill-imsemija soċjeta' intimata *J.L. & Sons Limited* lill-imsemija soċjeta' intimata *Fashion Retailers Limited*, għas-somma ta' erba' mitt elf ewro (€400,000).¹¹ Kopja tal-att tal-akkwist qed tiġi esebita u mmarkata Dok. 50 u 51. Madankollu, permezz tal-att tal-15 ta' Novembru 2017 in atti tan-Nutar Robert Micallef, iż-żewġ partijiet dehru fl-att ta' rexxissjoni tal-bejgħ tat-titolu ta' utile dominium, liema att qatt ma gie nsinwat.¹² Kopja tal-att ta' rexxissjoni qed tiġi esebita u mmarkata minn Dok. 52 sa 56.

¹¹ [Enrolment Number Vol.] I. 9548/2013.

¹² Deed Number 137/2017, Rescission.

Għal kull bon fine, jiġi nutat li fil-frattemp, it-titolu ta' utile dominium temporanju kien ġie trasferit permezz tal-att tas-27 ta' Lulju 2017 in atti tan-Nutar Dott. Josette Spiteri Cauchi, mill-istess soċjeta' intimata *Fashion Retailers Limited* lil William Cuschieri, għas-somma ta' ħames mitt elf ewro (€500,000).¹³ Kopji tal-atti tal-akkwist qed jiġu esebiti u mmarkati minn Dok. 57 sa 60. Madankollu, permezz tal-att tat-18 ta' Ottubbru tal-istess sena, in atti tal-istess Nutar, iż-żewġ partijiet dehru fl-att ta' rexxissjoni tal-bejgħ.¹⁴

Kopji ta' dawn l-atti qed jiġu esebiti u mmarkati minn Dok. 61 sa 64.

Fl-aħħarnett, jiġi osservat li fl-istess ġurnata, iż-żewġ partijiet flimkien mal-intimat David Lauri dehru fl-att ta' self ipotekarju in atti tal-istess Nutar, b' dana li l-imsemmi William Cuschieri sellet b' ipoteka ġenerali s-somma ta' tmenin elf, sitta u tletin ewro (€80,036) b' imgħax ta' tmienja fil-mija (8%) *per annum* u b' ipoteka speċjali għad-dritt għall-ewwel rifjut fuq l-utile dominium temporanju tal-fond in eżami.¹⁵ Kopja tal-kuntratt ipotekarju qed tiġi esebita u mmarkata minn Dok. 65 sa 67.

6. Dikjarazzjoni dwar jekk il-fond hux abitat jew okkupat minn terzi, u taht liema titolu hu hekk okkupat

Prezentement, il-fond huwa mikri lil terzi u jopera bħala ħanut tal-ħwejjeg bl-isem "Salsa". (Vide ritratti, minn Dok. 17 sa 23). It-titolu ta' kiri ġie konċiż permezz tal-att tat-8 ta' Ġunju 2004 in atti tan-Nutar Dott. Victor John Bisazza, mis-soċjeta' intimata *J.L. & Sons Limited* lis-soċjeta' *Dorkins Limited* bin-numru ta' registrazzjoni C21098 għal perjodu ta' żmien li jibda' jiddekorri mis-26 ta' Frar 2004 u jiskadi nhar il-25 ta' Frar 2025, għas-somma ta' dsatax-il elf lira Maltija (Lm19,000) *per annum* li titħallas sas-26 ta' Frar 2007. Minn wara din id-data sal-25 ta' Frar 2024, l-ammont dovut jiżdied skond l-għoli tal-ħajja iżda mhux iżjed minn ħamsa fil-mija (5%) tal-ammont dovut fis-sena preċedenti, b' dana li l-ewwel reviżjoni seħħet fis-26 ta' Frar 2007. Għall-perjodu ta' bejn is-26 ta' Frar 2024 sal-25 ta' Frar 2025, il-kirja tkun tammonta għal ħames mitt elf lira Maltija (Lm500,000), b' dana li l-ewwel ħames (5) snin ikunu *di fermo* u l-aħħar sittax-il (16) sena ikunu *di rispetto*.

Kopja tal-kuntratt tal-kirja qed tiġi esebita u mmarkata minn Dok. 68 sa 78.

¹³ G. Ins. 2410/2017, u Ins. 19108/2017.

¹⁴ G. I[ns]. 3045/2017, u I[ns]. 24562/2017.

¹⁵ [Vol.] G.I. 049/2017, u [Vol.] H. 21204/2017.

Inter alia, jiġu osservati s-segwenti kundizzjonijiet tal-kirja:


- Sid il-kera mhux obligat li jagħmel titjib jew tiswijiet fil-fond. L-inkwilin għandu għas-spejjeż tiegħu, iżomm il-fond fi stat tajjeb ta' manutenzjoni u tiswija; u sakemm dawn ma jiġux ikkawżati mill-istess inkwilin, tiswijiet straordinarji jithallsu mis-sid.
- Il-kera titħallas mingħajr talba, tnaqqis jew tpaċija kull xahar bil-quddiem.
- It-taxxa fuq il-valur miżjud jew kull taxxa ohra ta' sostituzzjoni jew ħlas simili li jista' jkun applikabbli fuq il-kera, huma għas-spejjeż tal-inkwilin.
- Pagamenti dovuti fir-rigward ta' liċenzji, permessi jew awtorizzazzjonijiet oħra simili, għandhom jithallsu mill-inkwilin; inkluż il-ħlas tal-imposti kollha li jirrigwardaw il-konnessjoni u l-użu tal-ilma, elettriku, telefon, drenaġġ u sanità, rimi ta' skart ħafif, u kwalunkwe servizz jew utilita' użata jew fornita fil-fond.
- L-inkwilin għandu d-dritt juża l-fond għal skopijiet kummerċjali biss, u huwa awtorizzat li jqiegħed u jzomm sinjali, tabelli, tined, materjal ta' reklamar, dekorazzjoni jew ittri fuq il-faċċata, bieb, jew tieqa. Madankollu, jimpenja ruħu li jikseb il-permessi kollha meħtieġa qabel ma jaffettwa dawn ix-xogħlijiet.
- L-inkwilin irid jikseb l-awtorizzazzjoni bil-miktub ta' sid il-kera sabiex iwettaq bidliet strutturali fil-fond. Kull tibdil għandu jsir taħt is-supervizjoni ta' perit, u l-inkwilin obligat jikseb il-permessi kollha meħtieġa għas-spejjeż tiegħu, qabel ma jibdew ix-xogħlijiet. Kwalunkwe xogħol permessibbli jsir mingħajr rikumpens, u jrid jibqa' fil-fond mal-iskadenza tal-kirja.
- Matul il-kirja, is-sid tal-kera u l-inkwilin għandhom flimkien, iżommu fis-seħħ polza ta' assigurazzjoni. Il-polza għandha tkun f' isem l-inkwilin izda fl-interess tal-istess sid, u għandha tipprovdi kopertura għal telf jew ħsara lill-propjeta', inkluża izda mhux limitata għall-protezzjoni kontra r-riskji kollha, inkluża r-responsabbiltà għall-pubbliku. Ir-responsabbiltà pprovdut mill-polza trid ikopri valur minimu ta' Lm250,000, u l-polza hi għas-spejjeż tal-inkwilin.
- L-inkwilin huwa intitolat li jassenja jew jittrasferixxi din il-kirja prevja l-approvazzjoni bil-miktub ta' sid il-kera, izda mhux intitolat li jissollika l-fond kollu jew partijiet minnu.

- Jekk kemm il-darba, l-inkwilin jibqa' fil-pussess tal-fond jew xi partijiet minnu wara l-iskadenza tal-kirja mingħajr il-kunsens tas-sid, għandu jhallas penali ta' Lm 500 għal kull ġurnata żejda li jokkupa l-fond.

7. Il-valur tal-propjeta' immobiljari in eżami


In vista tal-konsiderazzjonijiet hawn fuq magħmula, kif ukoll; tal-prospetti tas-suq għal-propjetajiet immobiljari simili, tal-liġijiet li jirrigwardaw l-iżvilupp, tal-policies tal-ippjanar applikabbli kemm għaž-żona kif ukoll għall-klassi ta' żvilupp in eżami u tal-liġijiet sanitarji, l-esponenti jistma l-utile dominium temporanju fl-ammont ta' disa' mija u hamsin elf ewro (€950,000.00).

Għaldaqstant, l-esponent, in adempjament tal-inkariku lilu mogħti, għandu l-unur jissottometti għas-savju u superjuri ġudizzju ta' din l-Onorabbli Qorti li tagħha jiddikjara ruħu, serv umli u ubbidjent.



Dott. Perit Jevon Vella



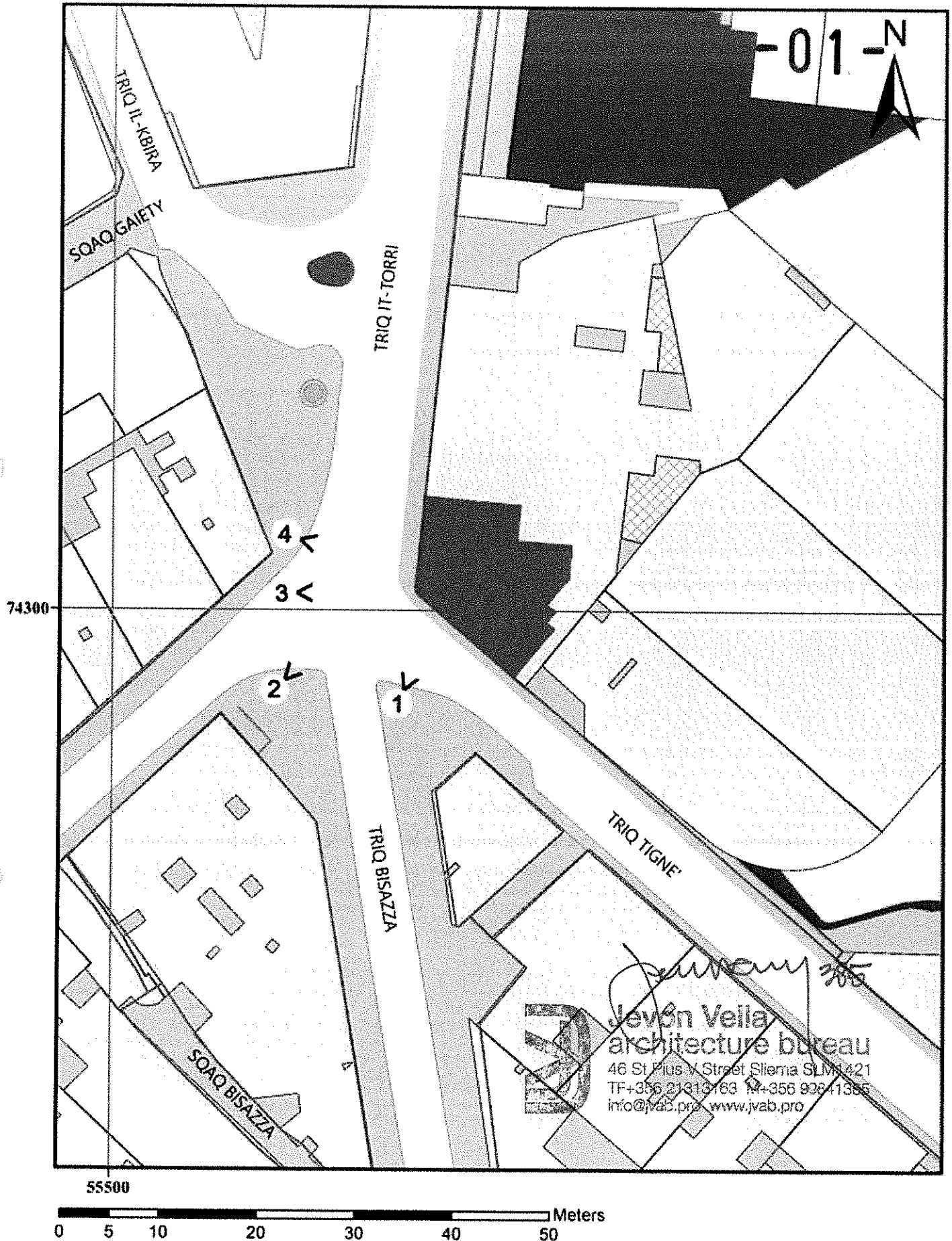
Jevon Vella
architecture bureau
46 St Pius V Street Sliema SLM1421
Tel: +356 21313163 M: +356 93841365
info@jvab.pro www.jvab.pro

Illum 10 ta' Settembru 2021
Deher il-Perit Legali / Tekniku:
Aic Jevon Vella K1623721
Li wara li ddikjara li thallas l-ammont lilu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħti lilu/ha.

Deputat Registratur

Marvic Farrugia
Deputy Registrar

23 JUN 2021
Illum.....
Ippreżentata mill-Perit Jevon Vella
B/bia dok B' dok wienet dokumenti


Marbeck Spiteri
Deputat Registratur
Qorti tal-Qustizzja (Malta)



Public Geoserver

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prior permission of the Mapping Unit. ERDF.02.030 - SintraM data, (2018).
Developing Spatial Data Integration for the Maltese Islands, Planning Authority
Data captured from: 2016 aerial photography Truncated U.T.M. Coordinates.
Levelling Datum M.S.L. (Mean Sea Level).
Not to be used for interpretation or scaling of scheme alignments.

1:500

Date Printed: 21/06/2021

PA



PLANNING AUTHORITY

St Francis Ravelin, Floriana
Tel: +356 2290 0000; Fax: +356 2290 2295
www.pa.org.mt, mappingshop@pa.org.mt

Jevon Vella_architecture bureau

46 St Pius V Street Sliema SLM 1421 Malta

T +356 21313163 | M +356 99841365 | info@jvab.pro | www.jvab.pro | warrant 385

11 ta' Mejju 2021

Lil:

Fashion Retailers Limited,
Victoria Lauri,
Marcus Lauri,
David Lauri,
Pole Position Limited,
Fashion Retailers Enterprises Limited,
J & L Sons Limited,
Belair Development and Construction Limited

Re: Subbasta Nru. 12/2021,
fl-ismijiet;
Belair Developments & Construction Limited
vs
Fashion Retailers Ltd et

Sinjuri,

Ninfurmakom li gejt mahtur bhala expert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmi.

Ghaldaqstant nixtieq naghmel access fuq il-post tal-fond in kwistjoni, cjos', il-hanut bin-numru erbgha u erbghin (44) bl-isem 'Wallis', gja 'Playlife', gja 'Benetton', f' Triq it-Torri, Tas-Sliema, nhar l-Erbgha 26 ta' Mejju 2021 fl-10:00 am.

Kemm il-darba id-data u l-hin proposti huma nkonvenjenti ghalikom, nitlobkom tinfurmawni minnufieh u mhux aktar tard minn hames tijem qabel id-data proposta.


Dr Perit Jevon Vella

BE&A (Hons), Spec. Restauro (Sapienza), Ph.D (Sapienza), A&CE

**Jevon Vella**
architecture bureau

46 St Pius V Street Sliema SLM1421

TF+356 21313163 M+356 99841365

info@jvab.pro www.jvab.pro

For Internal Use
Operations Department
Registered Letter Branch
Int. Ext. No. 538, 539

03

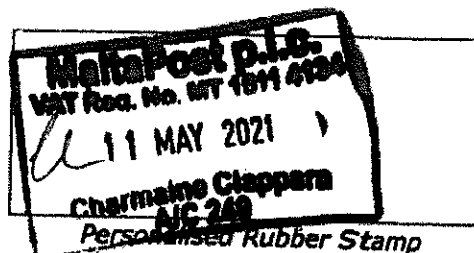
OPR/016



Registered Mail List

OFFICE OF POSTING _____

CUSTOMER _____



1	RR424561638MT 	To: J.L. & SONS LTD. *
2	RR424561615MT 	To: FASHION RETAILERS INT. LTD. *
3	RR424561607MT 	To: POVE POSITION LTD. *
4	RR424561669MT 	To: MR. DAVID LAURI *
5	RR424561655MT 	To: MR. MARCUS LAURI *
6	RR424561641MT 	To: MS. VICTORIA LAURI *
7	RR424562015MT 	To: FASHION RETAILERS LTD. *
8	RR424562001MT 	To: BELAIR DEVELOPMENT & CONSTRUCTION LTD. *
9	Attach barcode here	To: *
10	Attach barcode here	To: *
11	Attach barcode here	To: *
12	Attach barcode here	To: *

* Prior to presenting Registered Mail Items at any Access Point, kindly take note of addressee details in the space provided.

F04

RR 638 2/6

2/6 9:39

786 964

LOCAL

Weight	0.012 Kg
Size	SLM0128746
SLM0345541E	12.12.08

1b466edd2c11e1233348e493fb09bb11



WE REGRET THIS ITEM IS UNDELIVERED
FOR REASONS STATED BELOW

- ☐ Unknown
- ☐ Not at home
- ☐ No answer
- ☐ Insufficient address
- ☐ Address has changed
- ☒ Refused

W & GONS LTD.
6, NUTTRENE
UPPER GARDENS
SUNDAY GVA 3520

SIGNATURE

Jevon Vella
architecture bureau
46 St Plus V Street Sliema SLM1421
TF+356 21313163 M+356 99041365
info@jvab.pro www.jvab.pro



2/21/08
12/2/08

2.30

LOCAL

Weight 0.012 Kg

Items
AC-249
SLV08128734
SLV0845541B
12 12 07

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2/6 9:39
286 964

RP6/5
2/6

FASHION RETAILERS ENT ~~RETAIL~~ CM18

61 VILLA ~~DEUTHE~~

UPPER ~~GARDENS~~

INTER ~~WIDE 3520~~

WE REGRET THIS ITEM WAS UNDELIVERED FOR REASON STATED BELOW

☐ Unknown ☐ Relocated

☐ Incoming ☐ Moving

☐ Gone away ☒ Unusable

☐ Expired ☐ Other

☐ Insufficient address ☐ Address incomplete

SIGNATURE *[Signature]* DATE 6/10/06

12/05/21

Jevon Vella
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info@jvab.pro www.jvab.pro



LOCAL

Weight 0.012 Kg

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RR607
2/6

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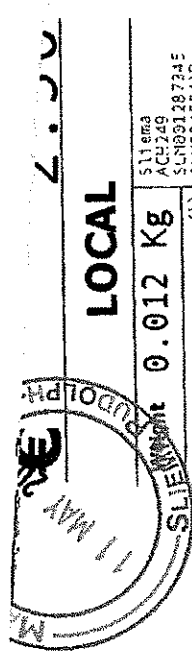
CH18
maile
13.11.06
PORT POSITION WEIGHTS ITEM WAS UNDELIVERED
6 (UN)ATTENDED
UPPER ADDRESS
SUFFICIENT
DATE 12/12/06

12/12/06

Jevon Vella
architecture bureau
48 St Pius V Street Sliema SLM1421
TF+356 21313163 M+356 99841365
info@jvb.pro www.jvb.pro




2/6 4:30
796 987



9fc8bc679abfe1986543db332a23e23a

RR 669
2/6
MR. RAND CAULFIELD
6, WILKINSON
UPPER GREENLY
MIDLAND PARK 2, MD
RECEIVED
FEB 11 1968
CN 13

ke (sole)
sol/HCF



Jevon Vella
architecture bureau
 46 St Pius V Street Sliema SLM1421
 TF+356 21313163 M+356 99841365
 info@jvab.pro www.jvab.pro

11 MAY 2021
SLIEMA KPH

LOCAL

Weight **0.012 Kg**

(1)

SLIEMA
AGE 245
SLM001287344
SLM0845541R
12.12.05

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786938

27/5

232-2021

WORKING LACUET

232-2021

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27/5

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27/5



SECRET THIS ITEM WAS UNDELIVERED
FOR REASONS STATED BELOW

- ☐ Unknown
- ☐ Inconnu
- ☐ Corrupted
- ☐ Damaged
- ☐ Insufficient address
- ☐ Address incomplete

DATE

27/5

27/5

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Jeon Vella
architecture bureau
46 St. Paul Street Sliema SLM1421
TF+356 2134 3163 M+356 9984 1365
www.jeonvella.com

RR655

772653

9.25

12/5/2021

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27/5

2/6 9:39
786966

LOCAL

Weight 0.012 Kg

SLIEMA FURN
FURNITURE
ACP 249
SLM01287150
SLM84554.1B
12.12.69

15841ca265fba17d59261fd62a20b39

RPOS
2/6

malta CN16

FANTON RETAILERS LTD

6, VILLA PRINCE
UPPER GARDENS
GARET SWA 3510

WE REGRET THIS ITEM WAS UNDELIVERED
FOR REASONS STATED BELOW

☐ Unknown ☐ Refused
☐ Income ☐ Reluct
☐ Gone away ☒ Unclaimed
☐ Damage ☒ Non Response
☐ Insufficient address
☐ Adresse insuffisante

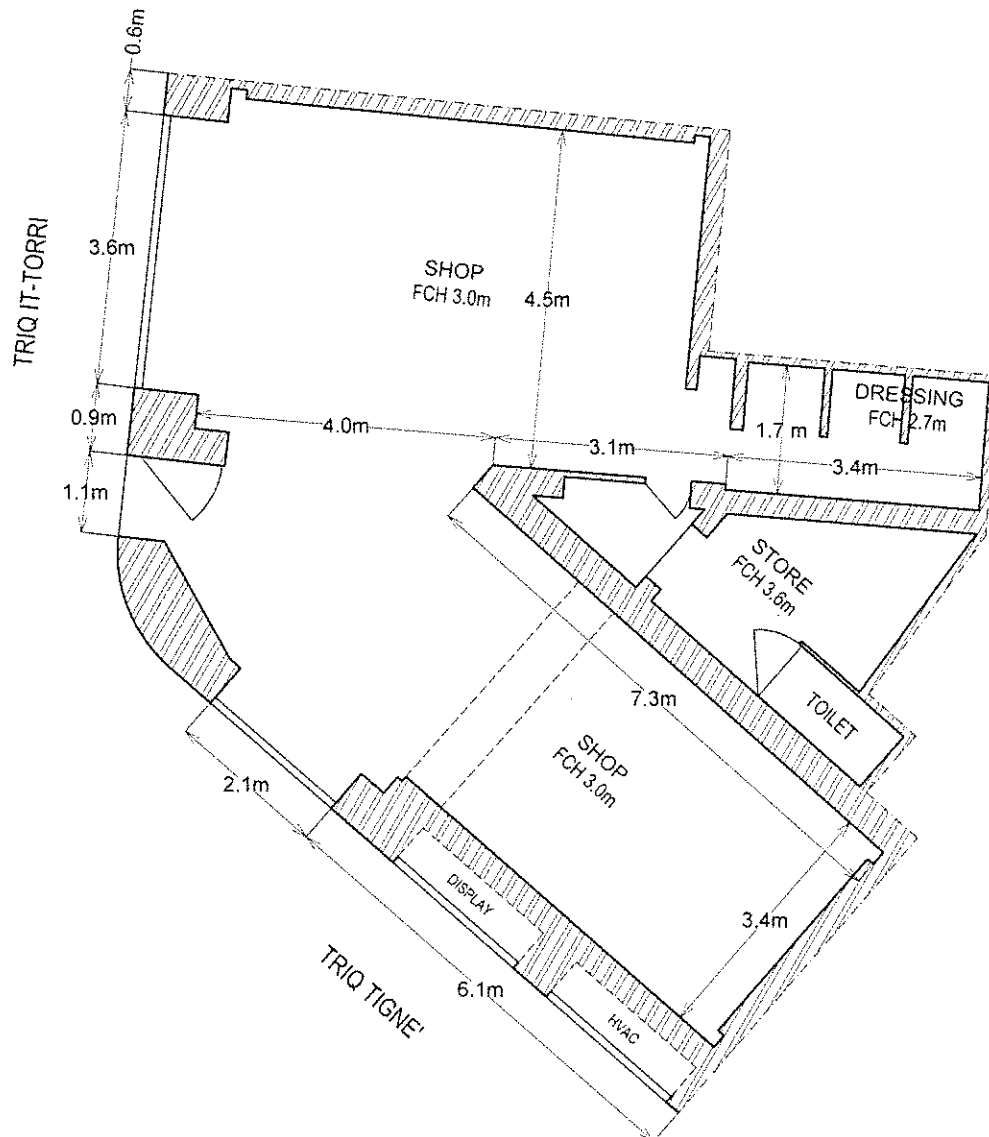
SIGNATURE DATE 12/12/2012

12/05/20

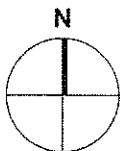
Jevon Velia
architecture bureau
46 St Pius V Street Sliema SLM1421
TF+356 21313163 M+356 99841365
info@jvab.pro www.jvab.pro



- 10 -



Jeyon Vella 385
Jeyon Vella
 architecture bureau
 46 St Pius V Street Sliema SLM1421
 TF+356 21313163 M+356 90841365
 info@jvab.pro www.jvab.pro



ADDRESS OF PROPERTY

**"Salsa", 44, Triq it-Torri c/w 1/1A, Triq Tigne'
 Tas-Sliema, Malta**

DRAWING DESCRIPTION

**Sketch Plan of
 Ground Floor Level**

SCALE 1:100 @ A4

DATE 14 June 2021

SUBBASTA 12/21

NORTH HARBOURS LOCAL PLAN



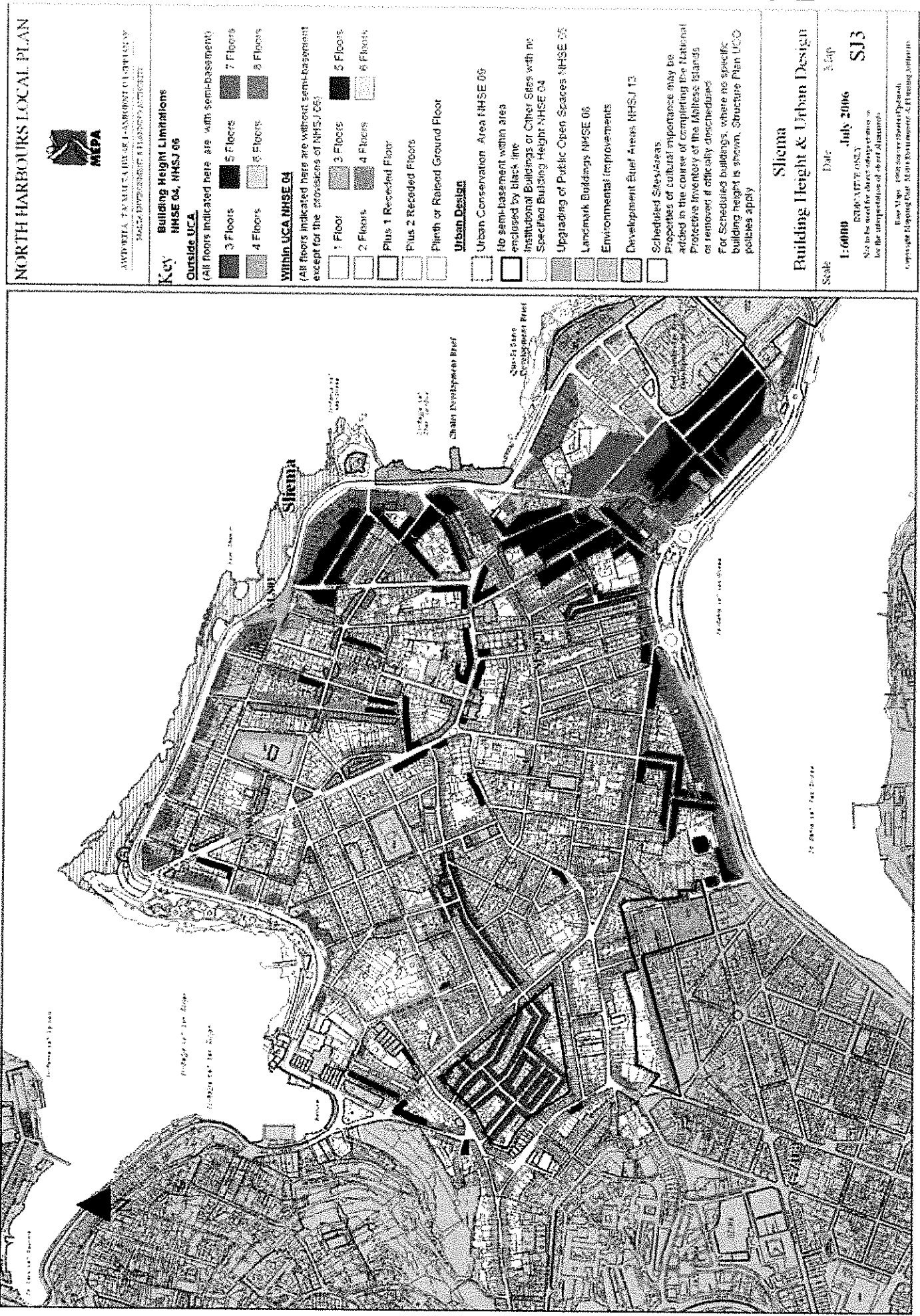
ATTORNEYS AT LAW
WALTERS & WATKINS
 1000 15th St., N.W., Washington, D.C. 20004
 Tel. 331-1100

- | Key: | |
|------|---|
| | Stroma Primary Town Centre (HARE 01) |
| | Urban Consolidation Area (HARE 01) |
| | Local Centre (HARE 02) |
| | Stroma Town Centre
Environmental Improvement (HARE 05) |
| | Time Secondary Town Centre (HARE 01) |
| | Area for hotel development (HARE 05) |
| | Opportunity Site (HARE 13) |
| | Residents Area (HARE 01) |
| | Salopurua Road for Community Facilities
(HARE 13, 14) |
| | Development Brief Areas (HARE 03, 13) |
| | Beach Replenishment Area (HARE 04) |
| | Blue Flag Beach Area (HARE 08) |
| | Existing and Proposed Public Car Parks (HARE 03) |
| | Priority Sites for off-street Residents Parking
Zones (HARE 02) |
| | Residents Parking Zone-Stroma Town Centre
Linked to Oak-Silvana Car Park (HARE 02, 03, 05) |
| | Residents Parking Zone-Inner Stroma (HARE 02) |
| | Pedestrian Priority |
| | Environmental Improvement (HARE 04, 05) |
| | Natural coast with public access (HARE 03) |
| | Coastal area with leisure uses (HARE 03) |
| | Public Open Space (HARE 01) |
| | Farmers Pond - Landmark for
'All Weather' Conditions (HARE 06) |
| | Proposed Link to Development (HARE 01) |
| | Existing Link to Development (HARE 05) |
| | Scheme Alignment |

Sienna & Tigne Point Policy Map

Scale Title Date Map SJI







To: Mr Bobby Pace
Dorkins Flat 1
Holland Court
Bisazza Street
Sliema SLM 15

Date: 24 June, 2004
Our Ref: PA 01987/04

Application Number: PA 01987/04
Application Type: Full Development Permission / 01
Date Received: 6 April, 2004
Approved
Documents: PA 1987/04/1B/1C

Location: Playlife, Triq It-Torri, Sliema
Proposal: Alterations to facade materials and sign. No change of use.

Development Planning Act 1992 Section 33 Full Development Permission

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

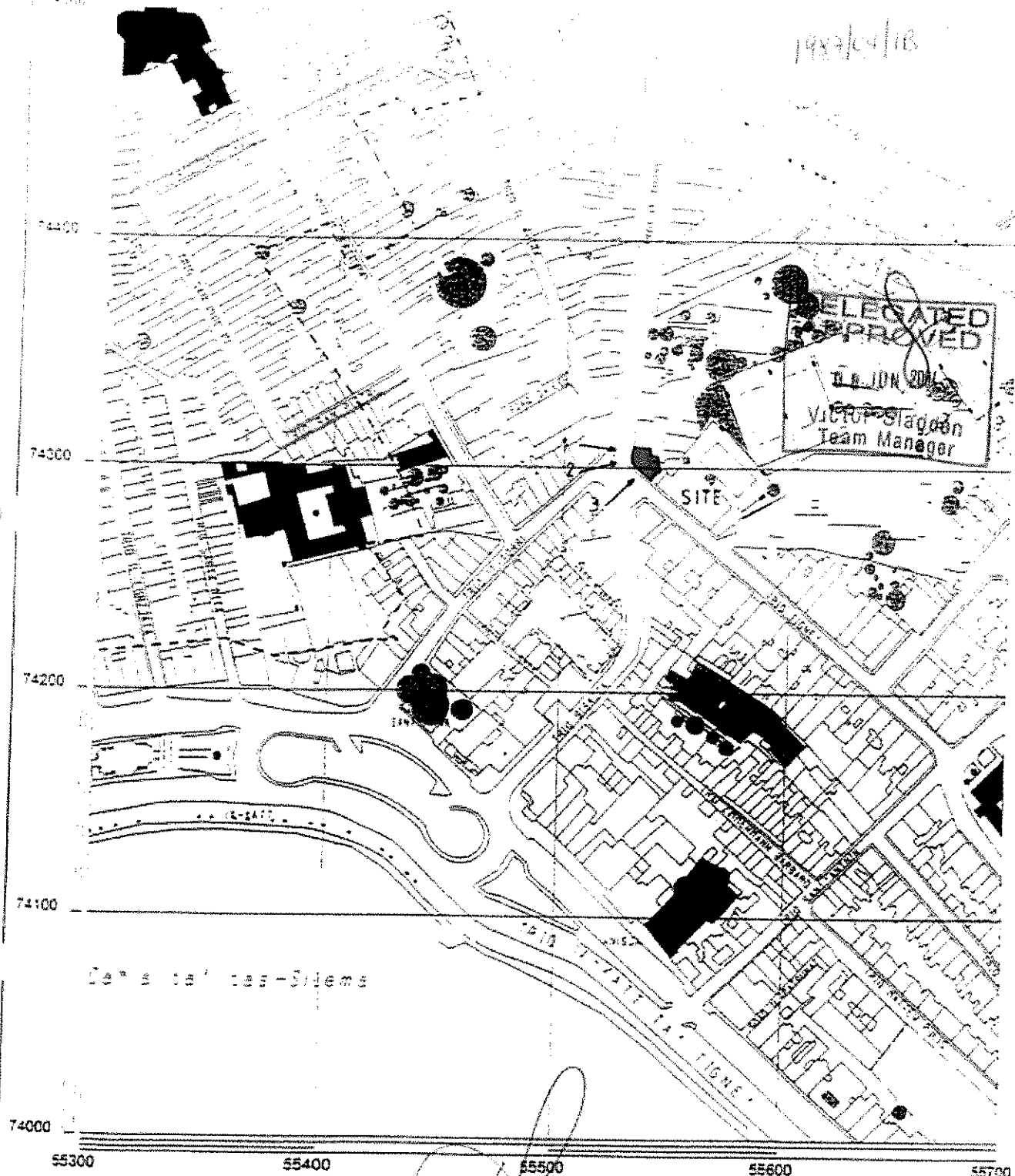
1. a) The advertisement hereby permitted shall be on full display within 12 months of the date of this consent. If the advertisement is not so displayed, this consent shall cease to be valid at the end of the 12 month period.
- b) This consent is subject to review with regard to any development plans and any other material considerations, and the Malta Environment & Planning Authority may at any time, serve a notice requiring the advertisement to be removed and the site returned to its condition prior to the display of the advertisement.
- c) The advertisement hereby permitted shall be displayed strictly in accordance with the approved plans and drawings, and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.
- d) This consent does not remove or replace the need to obtain the consent of the land/building owner to the display of this advertisement before it is displayed. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to the display of this advertisement. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

- e) It should be noted that a third party may have the right of appeal against this consent. Any display of advertisements which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this consent may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.
- f) The advertisement hereby permitted, and the site used for its display, shall, at all times, be maintained in a clean and tidy condition to the reasonable satisfaction of the Malta Environment & Planning Authority.
- g) Any structure or hoarding erected or used for the purpose of displaying the advertisement hereby permitted shall be maintained in a safe condition.
- h) Where an advertisement is required to be removed, the removal shall be carried out to the reasonable satisfaction of the Malta Environment & Planning Authority.
- i) The advertisement hereby permitted shall not be sited or displayed so as to obscure or hinder the ready interpretation of any road traffic sign or aid to navigation by water or air, or so as to create a danger to pedestrians or otherwise render hazardous the use of any means of travel.
2. Between 1st July and 30th September, the operation of plant, machinery and any other equipment, which is audible at the approved development site boundaries as well as construction or engineering works or operations which involve demolition, trenching, excavation and building activity on site, shall only be permitted between 09.00 and 19.00 on Mondays to Fridays, between 0900 and 1700 on Saturdays and at no time on Sundays and public holidays.
3. Air conditioning units shall not be located on the facades of the building which are visible from a public space. Any such units located at roof level shall be set back from the facade by at least 1 metre.

This permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law. The applicant should contact the following regarding the location and provision of services prior to commencing development:- Enemalta, Water Services Corporation, Maltacom, Drainage Department and Melita Cable.


Frances Pisani
Secretary
Development Control Commission

1987/04/18



PLANNING AUTHORITY Mapping Unit Site Plan, Scale 1:2500

St. Francis Ravelin
Floriana
PO Box 200, Valletta
Tel:240976 Fax:224846



Part of Survey Sheet(s): 550735 550740 555735 555740

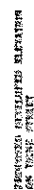
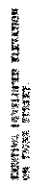
Date Issued:- 15/3/00

- The numbered lines indicate 100m intervals on a U.T.M. grid
- This site plan is not to be used for interpretation or scaling of scheme alignments
- Users noting additions or corrections to this map are kindly requested to inform the Mapping Unit

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Var Reg. No. 1281-6708

Form No. ML 002



QUESTIONS

[illegible]

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 Available online at: <http://www.ingenta.com>
 Full Text Available: Yes

১৯৭৪ সালে গণপ্রজাতন্ত্রী
 বাংলাদেশ সরকার
 স্বাধীনতা সড়ক, ঢাকা-১০০
 ১৯৭৪ সালে গণপ্রজাতন্ত্রী

2010
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4. 1996. 10. 15
 5. 1996. 10. 15
 6. 1996. 10. 15
 7. 1996. 10. 15

2007年12月10日

.....

Table 1. Mean values of the variables measured during the 60-min test

	Mean ± SD
Age (years)	27.8 ± 3.9
Height (cm)	178.2 ± 6.5
Weight (kg)	75.2 ± 10.5
VO _{2max} (l·min ⁻¹)	3.8 ± 0.4
VO ₂ at rest (l·min ⁻¹)	1.8 ± 0.2
Heart rate at rest (beats·min ⁻¹)	72 ± 10
Heart rate at 60 min (beats·min ⁻¹)	155 ± 15
Lactate concentration at rest (mmol·L ⁻¹)	0.8 ± 0.2
Lactate concentration at 60 min (mmol·L ⁻¹)	2.5 ± 0.5
Blood glucose concentration at rest (mmol·L ⁻¹)	5.5 ± 0.5
Blood glucose concentration at 60 min (mmol·L ⁻¹)	4.5 ± 0.5
Plasma insulin concentration at rest (mU·L ⁻¹)	10 ± 2
Plasma insulin concentration at 60 min (mU·L ⁻¹)	15 ± 3
Plasma C-peptide concentration at rest (pmol·L ⁻¹)	1.5 ± 0.2
Plasma C-peptide concentration at 60 min (pmol·L ⁻¹)	1.8 ± 0.2
Plasma glucagon concentration at rest (pg·mL ⁻¹)	150 ± 30
Plasma glucagon concentration at 60 min (pg·mL ⁻¹)	180 ± 40
Plasma growth hormone concentration at rest (ng·mL ⁻¹)	1.5 ± 0.5
Plasma growth hormone concentration at 60 min (ng·mL ⁻¹)	2.5 ± 0.8
Plasma cortisol concentration at rest (nmol·L ⁻¹)	150 ± 30
Plasma cortisol concentration at 60 min (nmol·L ⁻¹)	180 ± 40
Plasma epinephrine concentration at rest (pg·mL ⁻¹)	1.5 ± 0.5
Plasma epinephrine concentration at 60 min (pg·mL ⁻¹)	2.5 ± 0.8
Plasma norepinephrine concentration at rest (pg·mL ⁻¹)	1.5 ± 0.5
Plasma norepinephrine concentration at 60 min (pg·mL ⁻¹)	2.5 ± 0.8

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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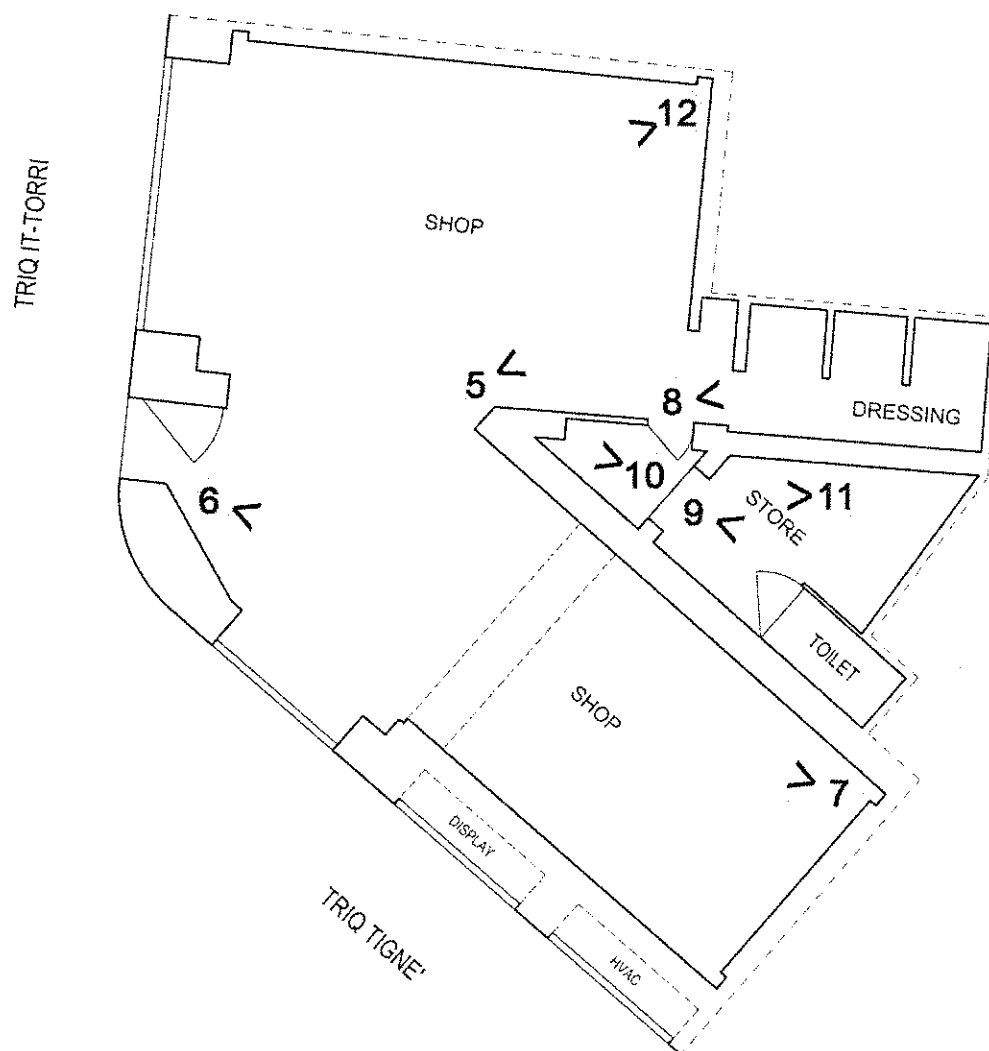
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100% Satisfaction Guarantee

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- 17 -



ADDRESS OF PROPERTY

"Salsa", 44, Triq it-Torri c/w 1/1A, Triq Tigne'
Tas-Sliema, Malta

DRAWING DESCRIPTION

Viewpoints of
Photographic Survey

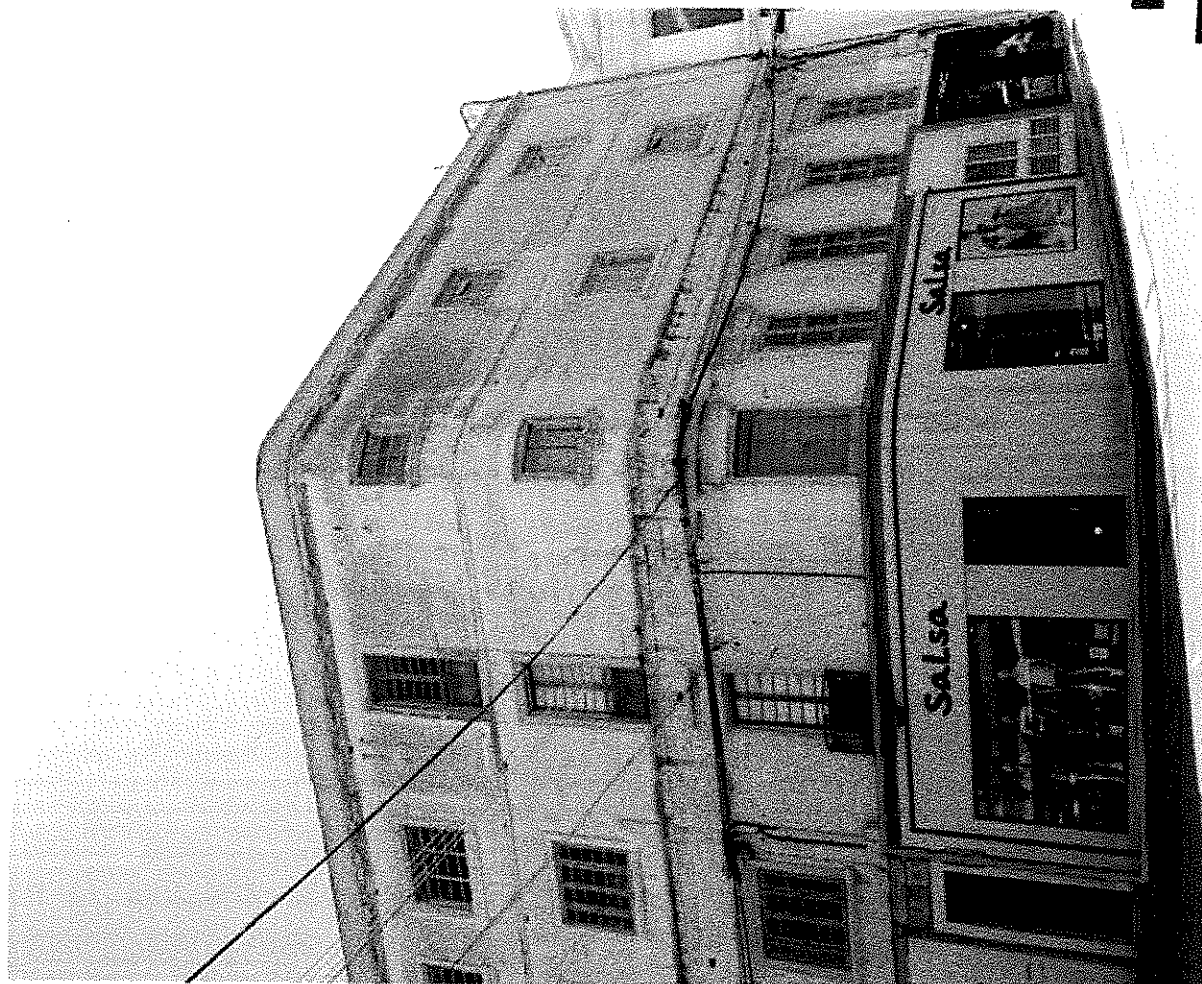
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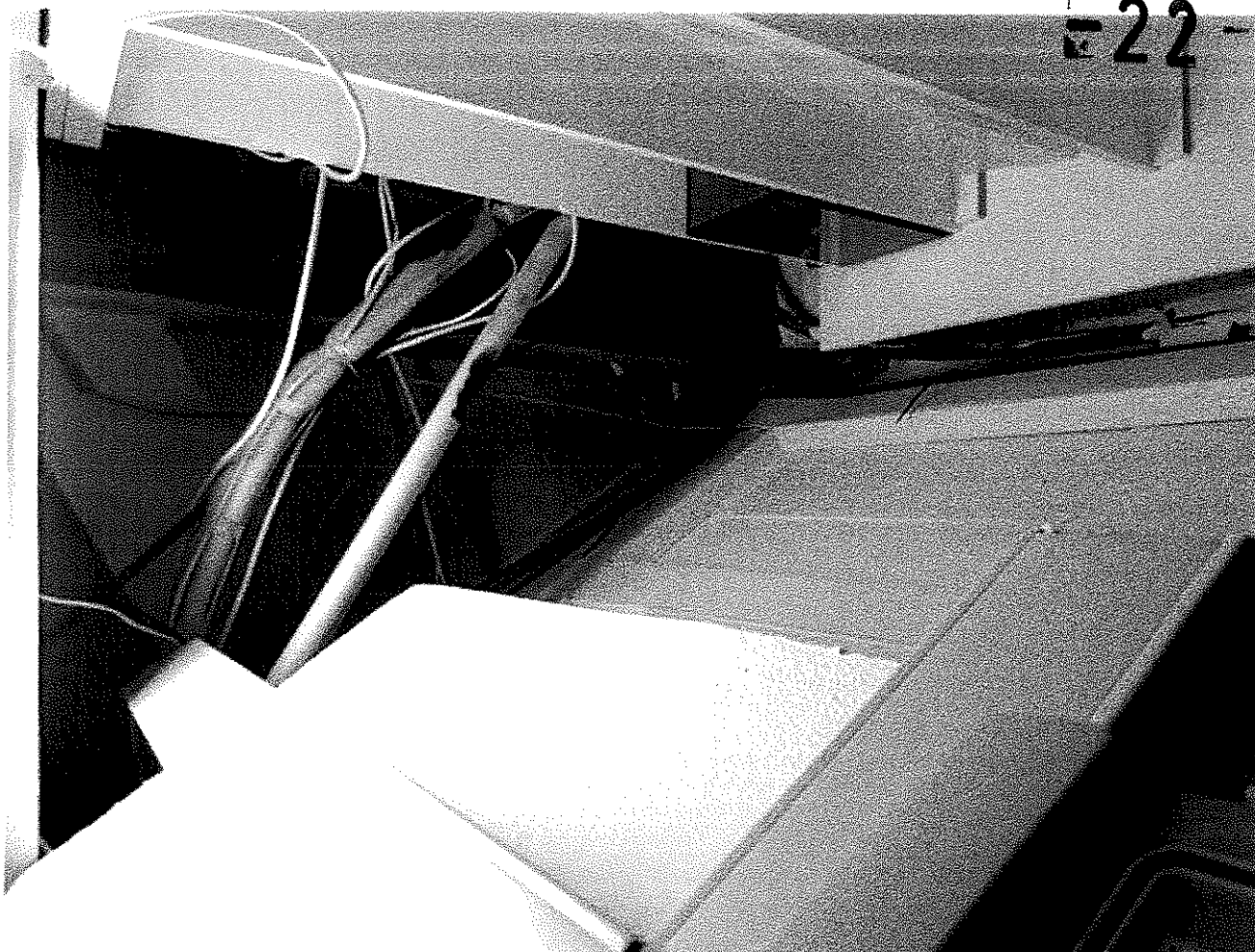
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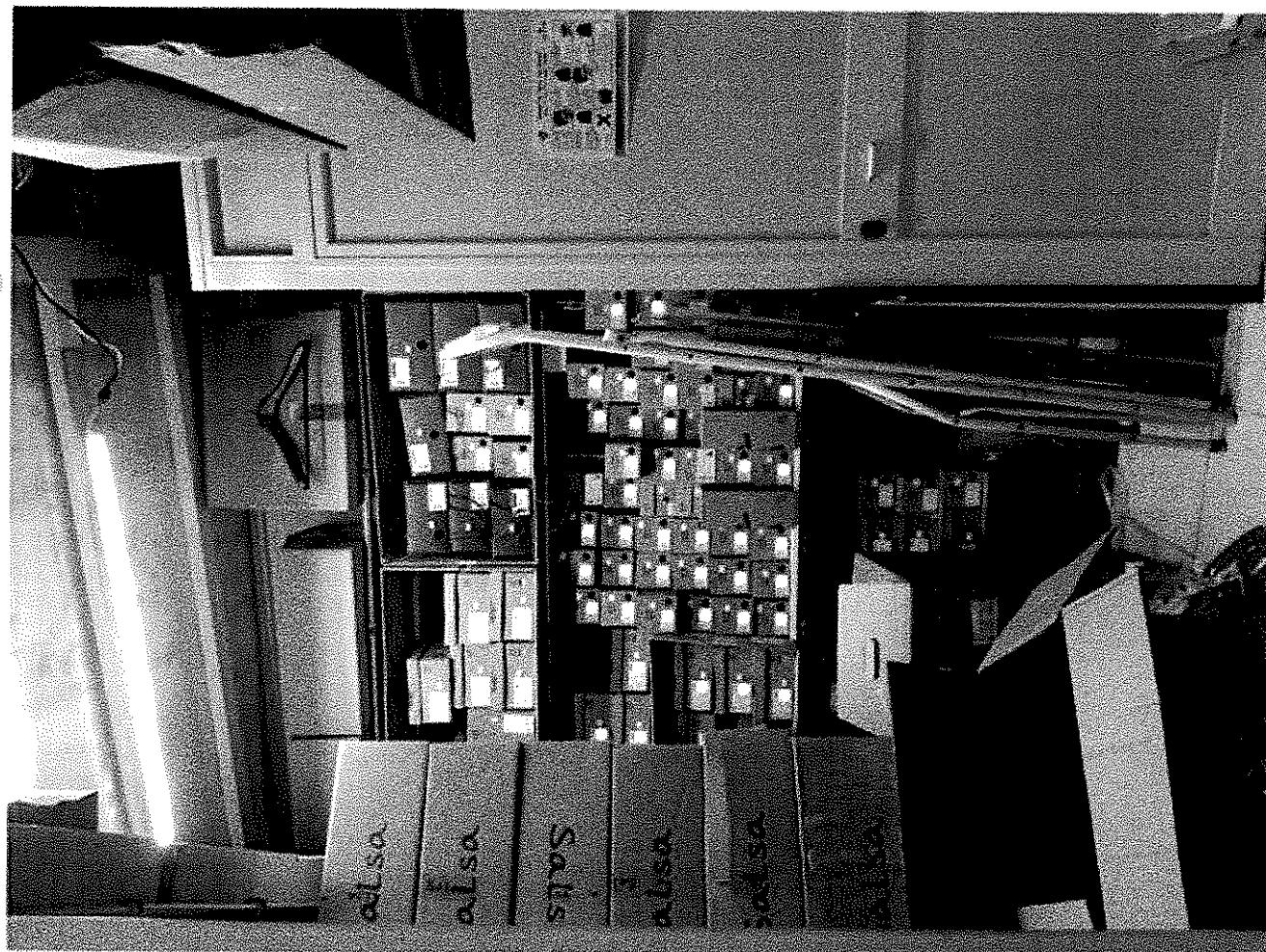
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Dok A

Today, the twenty-sixth day
of February of the year two thousand
and twenty-one (26/02/2021) at half past
three in the afternoon (3:30 pm),

Before me, Doctor of Laws Anton Borg, Notary Public in
Malta, duly sworn and admitted, have personally appeared,
after being identified in terms of law, by means of the
documents mentioned hereunder:

Of the First Part:

David Lauri, company director, [born Lauri] married son of
the late Joseph Lauri [late] and of Victoria Lauri nee'
Anastasi, born in Saint Julians [09/03/1977] and residing at
Flat 9, Imperial Apartments, Depiro Street, Sliema, holder of
identity card number 0164777M who are appearing hereon in
the name and on behalf of **FASHION RETAILERS
LIMITED**, a limited liability company registered in Malta
having registration number letter C three six one seven two
(C36172) and registered office at Sliema [Benetton Level 2,
Plaza Shopping Centre, Bisazza Street] - as duly authorised by
virtue of the Memorandum and Articles of Association of the
said company - hereinafter referred to this deed as "the
Vendor" and/or "the Vendors nomine";

Of the Second Part:

Doctor of Laws Francis Basile, in business, [born Basile]
bachelor, son of Marcello Basile-Fasolo Cherubino and Joan
Cherubino nee' Miller born in Pieta and residing at Bahar ic-
Caghaq ["Villa Cherubino", Triq San Gwann l-Evalngelista],
holder of identity card number 0167384M, date of birth -
fourth March of the year nineteen hundred and eighty four
[04/03/1984], who is appearing on this deed for and on behalf
of the limited liability company named **ROCK
ENTERPRISES LIMITED**, having a company registration
number letter "C" three nine zero four two [C39042] and
registered office at "Delf Building", Sliema Road Gzira, and
this as duly authorised by virtue of the memorandum and
articles of the said company - hereinafter referred to this deed
as "the Debtor" and/or the "Purchaser" or "the
Purchaser nomine";

Of the Third Part:

David Basile Cherubino, [born Basile Cherubino], married to
Giulia, accountant, son of Marcello Basile Cherubino and Joan
Basile Cherubino nee' Miller, born in Pieta and residing at
seven [7], "Hillcrest", Triq in-Nemes, Swieqi, holder of Maltese
identity card number 117978M, date of birth-twelfth February
of the year nineteen hundred and seventy eight [12/02/1978],
who is appearing on this deed for and on behalf of the limited
liability company named **HARLEY DISTRIBUTORS
LIMITED** having a company registration number letter "C"
six one six zero [C 6160] and registered office at "Delf
Building", Sliema Road Gzira, and this as duly authorised by
virtue of the memorandum and articles of the said company -
hereinafter referred to this deed as "the Creditor" as the case
may be;

Deed No: 017

Loan & Sale

Enrolled in Public
Registry:

Volume I:

Warranty of
Peaceful Possession

Volume H:

Loan
Volume H:

Land Registry

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LRC

First Part [Loan]

Whereas the Debtor have requested the Creditors to grant them on loan the sum of **five hundred thousand Euro [€500,000]** hereinafter referred to as "the Loan", which loan shall be utilized to purchase the immovable property as described in the second part of this deed, which sum the Debtor delegates the Creditor which accepts to pay it in the second part of this deed.

Offering as security a special hypothec and special privilege competent to the Creditor in terms of law on the property described in the second part of this deed;

And whereas the Creditor has acceded to the request of the Debtor subject to the limitations and conditions set out hereunder;

Now therefore, by virtue of the First Part of this deed, the Creditor declares to accede and hereby accedes to grant on loan to the Debtor, who accept the sum of **five hundred thousand Euro [€500,000]**, for the purpose above mentioned, which sum, the Debtor delegates the Creditor which accepts to pay it **directly to the Vendor** in such a way as to enable the Creditor to retain, reserve and conserve in its favour, as the case may be, the special privilege for the sum of five hundred thousand Euro [€500,000] competent to them in terms of section two thousand and ten [2010] of the Civil Code of the Laws of Malta Chapter Sixteen [Cap 16] of the Laws of Malta;

The Debtor bind themselves to repay the full sum of the loan to the Creditor by not later than **four [4] years from the publication of this deed;**

It is agreed that on the amount due to the Creditor, the Parties agree that the Debtor shall not pay any interest;

I the hereunder signed Notary do hereby confirm that after a search was conducted in the Land Registry Department it resulted that the immovable property acquired in virtue of this deed is situated in a compulsory land registration area and is registered with title number **five nine zero zero zero one one three [59000113];**

Second Part [Sale]

Whereas the Parties make reference to a promise of sale dated the thirty first day of July the year two thousand and seventeen [31/07/2017] [POS Number 201709804] whereby the Vendor undertook to transfer the Property object of this deed and this for the price of four hundred and twenty-five thousand Euro [€425,000];

Whereas the Parties make reference to the court case in the names Rock Enterprises Limited vs Fashion Retailers Limited bearing registration number four of the year two thousand and eighteen letters "AF" four of the year two thousand and eighteen (4/2018/AF) whereby the Purchaser nomine amongst other requests proceeded against the Vendor to enforce the promise of sale entered into between them on the thirty first of July two thousand and seventeen (31/07/2017);

Whereas the Parties wish to transact such lawsuit and enter freely into this deed, and that the Vendor bears all the costs of of the above-mentioned lawsuit come ceduta. To this effect, the Purchaser does hereby agree to withdraw the abovementioned lawsuit within fifteen [15] days from the registration of this deed;

The Purchaser does hereby agree to also withdraw the lawsuit instituted by the Purchaser against the Vendor and others numbered three stroke two thousand and eighteen stroke FDP [3/2018/FDP] in the names Rock Enterprises Limited versus Fashion Retailers Limited and others within fifteen [15] days from the day the respective creditor [Doctor William Cuschieri] has been paid in full and his cause of preference is subrogated in favour of the Creditor and his right of first refusal to acquire the Property has been waived in favour of the Purchaser on this deed; it is being agreed that the Purchaser [being the plaintiff in such lawsuit] shall pay its own judicial expenses and the Vendor [being one of the co-defendants in such lawsuit] shall pay its own and other co-defendants' judicial expenses;

Whereas the Parties agreed to increase the Price of the Property from the original price to **five hundred thousand Euro [€500,000]**;

By virtue of this deed, the Vendors nomine hereby sell transfer and convey in favour of the Purchaser, who hereby accepts, purchases and acquire:

the temporary *utile dominium* for the period remaining of the period of one hundred and thirty-seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the Shop having an official street number **forty-four (44)** named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema. This property had another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema [which today are converted into shop windows] and underlying third party property, with all its rights and appurtenances, as subject to thirty two thousand nine hundred and seventy six euro (EUR32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in a deed in the records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/08/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered;

(hereinafter referred to as 'the Property' – as shown on the plan [to be used for identification purposes only] attached to this deed and marked as Document Letter "A";

The Vendor and the Purchaser agree that this Deed is being made and accepted for the price and under the following terms and conditions mutually agreed to between the parties:

[1] For the price agreed to between the Parties of **FIVE HUNDRED THOUSAND EURO [€500,000]** out of

which price, the sum of fourty two thousand and five hundred Euros [€42,500] was paid originally paid as a deposit on account of the price and held in the client's account of the undersigned Notary; the undersigned Notary is being irrevocably delegated by the Parties on this deed to release the said Deposit in favour of the Purchaser; the said payment is being done by means of a Bank of Valletta PLC cheque issued by the undersigned Notary to the Purchaser; the undersigned Notary is being irrevocably released by the Parties from his obligation of Depositor;

The Creditor, as delegated by the Purchaser in the first part of this deed is presently paying the Vendor, who accepts, the sum of five hundred thousand Euro [€500,000] in full and final settlement of the purchase price and the Vendor hereby gives full and final acquittance to the Purchaser in full and final settlement of the Price and the Vendor tenders due receipt according to law. The Creditor, having fulfilled the delegation done by him in virtue of the first part of this deed, hereby reserves in its favour the Special Privilege in accordance with the law;

Consequently, in view of the abovementioned payment the Vendor hereby tenders due receipt on this deed in favour of the Purchaser nomine in full and final settlement of the purchase price and further declares that the Company he represents has no further claims and pretences against the Purchaser in respect of the said purchase price thus granting his full and final quittance thereof in the immovable Property above stated;

The Parties do hereby accept, agree and declare that the the Vendor is hereby depositing the amount of four hundred and seventy thousand Euro [€470,000] with the Purchaser, who accepts, said sum is the Price after the deducting the property transfer tax [thirty thousand Euros [€30,000] paid by the Vendor on this deed] and the said Creditor is being irrevocably delegated by the Vendor to pay within ten [10] working days from this deed the said amount/s or part thereof directly to various creditors, including but not limited to privileged and/or hypothecary creditors of the Vendor, who enjoy and have registered in their favour notes of special privilege and/or special hypothecs over the Property and this as subject to any agreement and/or arrangement which might be reached between the Vendor and said creditors; concurrent with each repective payment to be made by the Creditor to the said creditor, subroagtion of rights and/or cancellation shall be made in favour of the Creditor;

Whereas any remaining balance from the said Price minus the tax herein paid, after the creditors have been settled and paid up if any shall be payable by the Purchaser to the Vendor, who accepts within ten (10) working days from the day all creditors and notes of hypothec and/or privilege on the Property are cancelled or subroagated in favor of the Creditor by the respective creditors;

For the avoidance of doubt, the Vendor shall not be subrogated into the privileged and/or hypothecary rights of the such creditors and the Vendor hereby renounces to such right of subrogation. The Vendor shall have no right of recourse against the Purchaser, the Creditor and/or the Property in respect of any of the aforementioned privileged and/or hypothecary debts. The Vendor, the Creditor and the Purchaser agree that the relative privileged and/or hypothecary inscriptions shall be cancelled or subrogated in favour of the Creditor concurrently with each respective payment;

Without prejudice to the above, the Creditor is also being irrevocably delegated by the Vendor, who accepts to pay the following due by the Vendor, being:

- 1) fifteen thousand Euro (€15,000) to Rock Enterprises Ltd (C39042), representing reimbursement of expenses as agreed by the Vendor and the Purchasers;
- 2) thirty-two thousand nine hundred and seventy-six Euro (€32,976) to the Maltese Province of Conventual Franciscans, representing laudemium;
- 3) thirteen thousand Euro (€13,000) to intermediaries representing agency/brokerage fees;
- 4) fourteen thousand and twenty-four Euro (€14,024) to Rock Enterprises Ltd (C39042) representing other reimbursement of expenses;

In addition, to any interest and charges which may become due. **For avoidance of doubt, the above-mentioned amounts are in addition to payments to be made to any other creditors.**

For all intents and purposes, the Vendor hereby confirms that no Value Added Tax is due by the Vendor or any related company and if any Value Added Tax or arrears, penalties and interests are due, the Vendor hereby irrevocably authorise the Creditor, which accepts to deduct any pending amounts in the same manner as described on this deed to the creditors mentioned on this deed;

The Vendor binds itself not to withdraw the delegation given to the Purchaser to settle the aforementioned creditors, including the privileged and/or hypothecary debts or otherwise hinder the Purchaser in settling the said debts. In default, the Vendor shall incur a penalty towards the Purchaser in an amount equivalent to the outstanding creditors, including the privileged and hypothecary debts and interest thereon at the time of such breach;

In the event, that there exists a refusing creditor of the Vendor which or who refuses to receive payment from the Creditor, after the rest of the creditors are paid and settled in full within the period/s mentioned above, the Creditor shall deposit the amount due to such refusing creditor in the Registry of the Courts of Malta and seek any judicial relief which may be according to law; in such an event, the Creditor undertakes to pay the Vendor, who accepts fifty per cent (50%) of the

remaining balance of the Price [less amounts paid by the Creditor to creditors of the Vendor] on the day the Creditor deposits the sum in Court due to the refusing creditor and the remaining fifty per cent [50%] of the remaining balance of the Price after deducting court expenses to be paid within ten [10] working days from the day the note/s of hypothec and/or privilege on the Property in favor of the refusing creditor are cancelled;

- [2] The Vendor hereby warrants in favour of the Purchaser the good title, the peaceful possession full and unrestricted enjoyment of the Property transferred as hereabove defined, by means of a general hypothec over all the Vendor's present and future property;

For the avoidance of doubt, it is being declared and agreed that the Vendor shall indemnify and hold harmless the Purchaser against all third-party Claims which may be asserted against or suffered by the Purchaser in relation to the acquisition of the Property. For the purpose of this clause, 'Claims' shall mean all demands, claims and liability [whether criminal or civil, in contract, tort or otherwise] for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses [including without limitation legal costs] incurred in connection therewith;

- [3] The Vendors nomine warrants in favour of the Purchaser nomine, who accept:

- i. that, to the Vendor's knowledge, there are no proceedings and disputes pending or threatened in connection with and/or relating to the Property object of this deed, and that there are no circumstances, which are likely to give rise to any litigation or arbitration, except to what is being stated on this deed, the Property is subject to legal disputes, hypothecs claim/s, third party rights and encumbrances in favour third parties to which the Purchaser is fully aware of, being:

A. Hypothecary Guarantees originally in favour MeDirect Bank [Malta] PLC [C34125] and subrogated in favor of Belair Development and Construction Limited [C1840] by virtue of a deed dated the tenth day of December of the year two thousand and twenty [10/12/2020] in the records of Notary Andre Farrugia - said subrogated hypothecs were registered in Volume R: six thousand six hundred and thirty-five [Volume R: 6,635/2020] inscription numbers:

- eight thousand four hundred and sixty-seven of the year two thousand and thirteen [Volume H: 8.467/2013]
- eight thousand four hundred and seventy of the year two thousand and thirteen [Volume H: 8.470/2013]

- eight thousand four hundred and seventy-one of the year two thousand and thirteen [Volume H: 8.471/2013]
- seven thousand one hundred and ten of the year two thousand and eighteen [Volume H: 7.110/2018]
- four thousand two hundred and forty-seven of the year two thousand and eighteen [Volume H: 4.247/2018]
- four thousand two hundred and forty-eight of the year two thousand and eighteen [Volume H: 4.248/2018]
- four thousand two hundred and seventy-four of the year two thousand and eighteen [Volume H: 4.274/2018]
- four thousand two hundred and seventy-five of the year two thousand and eighteen [Volume H: 4.275/2018]

B. Hypothecary Guarantee in favour of **McDirect Bank [Malta] PLC** [C34125] bearing inscription number

- eight thousand nine hundred and fifty-one of the year two thousand and twenty [Volume H: 8.951/2020]

C. Hypothecary Guarantee in favor of **Prime Mall Limited** a limited liability company registered in Malta having registration number letter C four two five nine five (C42595) and registered office at The Duke Office, 2, Republic Street, Victoria Gozo bearing inscription number:

- five hundred and nineteen of the year two thousand and seventeen [Volume H: 519/2017] emanating from the deed of constitution of debt and hypothec dated the twenty second day of November of the year two thousand and sixteen [22/11/2016] in the records of Notary Josette Spiteri Cauchi;

D. Hypothecary Guarantee and a Right of Refusal to purchase the Property in favour of Doctor of Laws and Advocate **William Cuschieri** [holder of identity card number 70582M], bachelor, son of John Mary sive Jimmy and Mary Therese sive Tessie nee' Carabott, born in Pieta on the twenty first day of January of the year nineteen hundred and eighty-two (21.01.1982) and residing in Mosta [61, Triq Cejlu Tonna], bearing inscription number:

- twenty-one thousand two hundred and four of the year two thousand and seventeen [Volume H: 21.204/2017] emanating from the deed dated the eighteenth day of

October of the year two thousand and seventeen [18/10/2017] in the records of Notary Josette Spiteri Cauchi;

- On the same day the eighteenth day of October of the year two thousand and seventeen [18/10/2017] [Volume GI: 3049/2017], Volume I: 24,566/2017], in the records of Notary Josette Spiteri Cauchi, the Fashion Retailers Limited constituted itself as true and liquid debtor, constituted a special hypothec and granted of first refusal the right of first refusal on the property herein waived [Volume GI: 3049/2017], Volume I: 24,566/2017] and constituted the above-mentioned hypothec;

E. Ground-Rents, arrears and other contributions due to the Maltese Province of the

Conventual Franciscan Friars, and on behalf of Valletta Convent of the same Friars, which Conventual Franciscan Friars have proceeded against the Vendor by means of a lawsuit in the names Father Colin Sammut ghan-nom u in rappreżentanza tal-Patrijiet Frangiskani Minuri Konventwali tal-Belt Valletta vs J.L. and Sons Limited et bearing registration number three hundred and seventy one of the year two thousand and twenty letters MH (371/2020/MH) asking for the rescission and termination of the emphyteutical concession dated 12th August 1987 and the payment of the sum of one hundred thousand one hundred and sixty one euro (€100,161);

- ii. that there existed a warrant of prohibitory injunction bearing registration number one hundred and ninety-three of the year two thousand and twenty-one letters MH (193/2021/MH) in the names Rock Enterprises Limited vs Fashion Retailers Limited et, which warrant has been withdrawn by the Purchaser prior to the publication of this deed;
- iii. that no other warrant of prohibitory injunction exists whether on the same Vendor and/or on the Property transferred by virtue of this deed;
- iv. the Property is free from any enforcement order or notice issued under any law and is not the subject of any litigation or arbitration proceedings, whether in force, threatened or pending;
- v. that the Property object of this deed was not expropriated nor is there, to the Vendor' knowledge, an intention of expropriation by the relevant authorities, and
- vi. that all road and drainage contributions, architect fees and party walls have been paid, and that there are no outstanding liabilities concerning the said Property;

- vii. that the Vendors nominee have the full capacity to contract;
- viii. All pending bills and/or contributions, if any, relating to any services provided within the Property object of this deed, including, but not limited to water, electricity and telephone service bills including rentals therefore up to the date of publication of this final deed of sale be immediately paid and settled by the Vendor; the Vendors nominee shall sign all such documents and perform all such acts as may be reasonably required by the Purchaser nominee such that each of the said services, if any, may be registered in the name of the Purchaser nominee, or any person nominated by the Purchaser nominee;

For the avoidance of doubt it is being declared and agreed that the Vendor shall indemnify and hold harmless the Purchaser nominee against all third party Claims which may be asserted against or suffered by the Purchaser in relation to any services supplied to the Property; For the purpose of this clause, 'Claims' shall mean all demands, claims and liability [whether criminal or civil, in contract, tort or otherwise] for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses [including without limitation legal costs] incurred in connection therewith;

- ix. The Property object of this deed stands in conformity with the Planning Authority [PA], Sanitary Laws and Regulations and building permits, approved by the planning authorities and to good standard of workmanship, which shall inter alia include adequate building material and that the actual building conforms with the permits issued;
- x. the Property is being transferred with free and vacant possession and the keys and vacant possession of the said Property are being presently handed over by the Vendor to the Purchaser nominee on this deed;

The Purchaser nominee declares to be aware of the lease agreement made by virtue of a public deed between J.L & Sons Limited and Dorkins Limited on the eight June two thousand and four [08/06/2004] in the records of Notary Victor Bisazza and declare that it finds no objection to terms and conditons of the cited lease agreement: the Vendor warrants that this lease agreement has not been extended and that there are no other third parties which hold any personal or real rights over the Property transferred hereon other than what was agreed on the cited lease agreement:

- [4] All fees and expenses, including Notarial fees and duty on documents, relative to this final deed of sale shall be borne by the Purchaser nominee. Any Property Transfer Tax which may arise from this deed of sale shall be paid by the Vendor. Each one of parties shall pay his/their own advisors;

- [5] The Documents/Schedules and Plans, if any, annexed hereto, shall be deemed to be an integral part hereof and terms defined herein shall, unless otherwise defined or unless the context otherwise requires, have the same meaning when used therein;

Statutory Declarations

For the purposes of the **Energy Performance of Buildings Regulations** of the year two thousand and twelve [2012], Legal Notice three hundred and seventy six of the year two thousand and twelve [L.N.376/2012], the Vendor and the Purchaser nomine declare and confirm that the Notary has explained to them their respective rights and obligations arising from the aforesaid regulations and particularly the Vendor's obligations to present the Energy Performance Certificate;

For the Purposes of Chapter two hundred ninety six [296] of the Laws of Malta], entitled the **Land Registration Act**, I the undersigned Notary Public declare that from an official search that was effected in the Land Registry it transpired that the Property object of this deed is situated within an obligatory registration area in terms of the Land Registration Act and is registered by property title number five nine zero zero zero one one three (59000113);

For the Purposes of **Chapter Two Hundred and Fourty Six [246]** of the Laws of Malta entitled Immovable Property [Acquisition by non-residents] Act, the Purchaser, as herein represented declares that it qualifies to acquire the above-mentioned Property without the need of a permit for the purpose of acquiring immovable property by non-residents as it is being declared that not less than seventy five per cent [75%] of the shares of the same company as well as not less than seventy five per cent [75%] of the relative "controlling shares" are owned by citizens of the European Union who have resided in Malta for a continuous period of five years [5] during their lifetime and all the directors are citizens of the European Union who have resided in Malta for a continuous period of five [5] years during their lifetime;

I, the undersigned Notary hereby declare that I have duly warned the Purchaser nomine of the importance of the truthfulness of this declaration;

For the Purposes of the **Duty on Documents and Transfers Act, Chapter Three Hundred Sixty-Four of the Laws of Malta [Chapter 364]**, it is being declared that:

- i. The Property was originally granted by title of temporary emphyteusis by J.L & Sons Limited from the Franciscan Minor Conventuals of Valletta in virtue of a deed in the records of Notary Pierre Attard dated the twelfth day of August of the year nineteen hundred and eighty-seven [12/08/1987] - [Enrolment Number Volume I: 8,255/1987];
- ii. The temporary utile dominium was sold by J.L & Sons Limited to the Vendor Fashion Retailers Limited [C36172] in virtue of a deed in the records of Notary Pierre Attard dated the sixth day of June of the year

two thousand and thirteen [06/06/2013] – Volume I:
– [Enrolment Number Volume I: 9548/2013];

- iii. The Franciscan Minor Conventuals of Valletta on the sixth day of June of the year two thousand and thirteen [06/06/2013] by virtue of a deed in the records of Notary Pierre Attard acknowledged the Vendor Fashion Retailers Limited [C36172] as the emphyteuta;
- iv. By virtue of a deed dated the eight June two thousand and four [08/06/2004] in the records of Notary Victor Bisazza J.L & Sons Limited transferred by title of lease to Dorkins Limited the Property object of this deed to which the Purchaser declared to be aware of;
- v. The Vendor Fashion Retailers Limited sold the temporary utile dominium to William Cuschieri by virtue of a deed dated the twenty seventh day of July of the year two thousand and seventeen [27/07/2017] in the records of Notary Josette Spiteri Cauchi – [Volume GI: 2410/2017] and [Volume I: 19108/2017]; on the eighteenth day of October of the year two thousand and seventeen [18/10/2017] [Volume I: 24,562/2017] and Volume GI:3045/2017] the Vendor and the said William Cuschieri rescinded the herein mentioned sale;
- vi. On the same day the eighteenth day of October of the year two thousand and seventeen [18/10/2017] [Volume GI: 3049/2017], Volume I: 24,566/2017] and [Volume H: 21,204/2017], in the records of Notary Josette Spiteri Cauchi, the Vendor granted the right of first refusal [Volume GI: 3049/2017], Volume I: 24,566/2017] and constituted a hypothec in favour of the said William Cuschieri [Volume H: 21,204/2017]
- vii. the Vendor and the Company "J.L. & Sons Limited", appeared on a deed of rescission dated the fifteenth day of November of the year two thousand and seventeen [15/11/2017] in the records of Notary Robert Micallef, wherein in the said deed of rescission the Vendor [Fashion Retailers Limited] and the Company "J.L. & Sons Limited", rescinded the deed of Sale of temporary utile dominium by J.L & Sons Limited [C6982] to Fashion Retailers Limited [C36172] – Notary Pierre Attard dated the sixth day of June of the year two thousand and thirteen [06/06/2013] – [Enrolment Number Volume I: 9548/2013]; the said deed of rescission was never registered in the Public Registry and in the Land Registry.

For the purposes of Act number seventeen of the year one thousand nine hundred and ninety-three [XVII/1993] relative to Duty on Documents and other Transfers and with special reference to Rule Three [3] of Legal Notice Two Hundred and Fourty of the year two hundred and twenty [LN240/2020] Exemption of Duty in Terms of Article 23 (Amendment) Order, 2020) - the Duty on Documents and Transfers on the Price at the rate of one point five per cent [1.5%] due by Purchaser on this deed up to the amount of four hundred thousand Euro [€400,000] and at the rate of five per cent [5%] on the remaining amount of the price amounts to eleven

thousand Euro [€11,000] out of which sum, the provisional duty of four thousand two hundred and fifty Euro [€4,250] has already been paid to the Commissioner For Revenue by the Purchaser - thus the balance of duty on documents paid by the Purchaser on this deed amounts to **six thousand seven hundred and fifty Euro [€6,750]** presently being collected by the undersigned Notary.

This declaration is being made after due explanation of its importance according to Law by the undersigned Notary;

For the purposes of Act number eighteen of the year one thousand nine hundred and ninety-four [VXIII/1994], and Rule Five [5] of Legal Notice Two Hundred and Forty One of the year two hundred and twenty [LN241/2020] - Exemption from Tax on Certain Property Transfers Rules, 2020, it is hereby declared that the final withholding tax due by the Vendor amounts to **thirty thousand Euro [€30,000]** - tax at the rate of five per cent [5%] on the first four hundred thousand Euro [€400,000] and tax at the rate of ten per cent [10%] on the remaining amount since the Property was originally acquired on the twelfth day of August of the year nineteen hundred and eighty-seven [12/08/1987] the intra-group transfer between J.L & Sons Limited and Fashion Retailers Limited shall not be taken into account to determine the tax bracket of the Vendor;

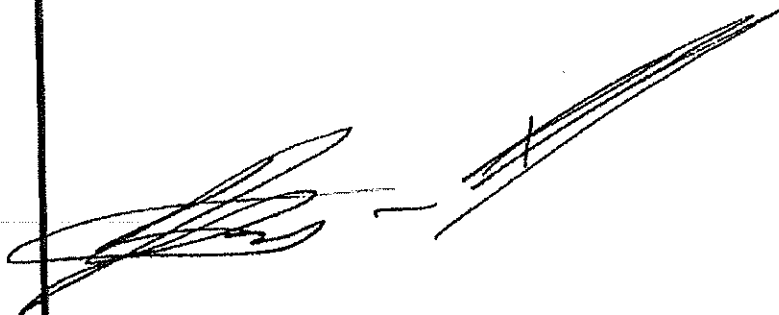
This declaration is being made after I, the undersigned Notary, duly explained its importance according to Law;

In accordance with legal notice four hundred and thirteen of the year two thousand and eleven [L.N. 413/2011] that amended Income Tax Act, chapter one hundred and twenty three [Chapter 123] of the laws of Malta, the Vendor declare that they are citizens residents of Malta and that they have no intention to leave the Maltese islands and establish their ordinary residence abroad before the tax return date of the year immediately following this year. This declaration is being made after I the undersigned Notary warned the abovementioned Vendor of the importance of the truthfulness of this their declaration at law;

For the Purpose of sub-article twelve [12] of article five letter 'A' [5A] of the Income Tax Act, the parties declare that they have declared to the undersigned Notary all the facts that determine if the transfer is one to which article five letter 'A' [5A] applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said Property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned Notary warned them about the importance of the truthfulness of this their declaration.

For the purposes of the Act on Money Laundering Act of the Laws of Malta the Purchaser declares that any transactions under this deed of sale including any money involved in such transactions or settlements do not derive from money laundering or criminal activities. This declaration was made after the undersigned Notary explained the importance at law of such declaration to the appearers;

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 in Birkirkara, Triq ix-Xorrox, office number six [6].

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.A handwritten signature in black ink, featuring a large loop and a long horizontal stroke.A handwritten signature in black ink, with a large loop and a long horizontal stroke.

Notary Public.
Malta.

(Dok 'A')

44, Tower Road Sliema

1741

Illum it-tnax ta' Aw-
wissu tas-sena elf dis-
gha mi ja u sebgha u tme-
nin.

Nru. 270

~~Bejgh~~

Insinwati:-
26/8/87

I. 9708 /1987

Quddiemu Nutar Dottor
Pierre Attard deheru personalment q identifi-
kaw ruhhom skond il-ligi bid-dokumenti uffic-
cjali hawn taht indikati:-

I. 9710 /1987.

Enfitewsi
Temporanea

Mill-ewwel parti:

Ir-Reverendu Patri Gwi-
do Muscat fis-seklu Paul bin il-mejtin Fran-
cis u Carmela nee' Borg mitwieled il-Furjana
u joqghod Burmarrad u li ghandu l-karta ta'
l-identita' numru 490038 (M) u li qloghed jid-
her fuq dana l-Att ghan-nom u fl-interess tal-
Patrijiet Franceskani Minuri Konventwali tal-
Belt, Valletta kif debitament awtorizzat bl-
awtorizzazzjoni hawn annessa bhala dokument
"A";

Mit-Tieni Parti:-

Joseph Lauri, diret-
tur ta' Kumpanija bin il-mejtin John u Gio-

1742

vanna nee Micallef twieled il-Hamrun u jooghoð tas-Sliema u li ghandu l-karta tal-identita' numru 678934 (M) u li qiegħed jidher fuq dana l-Att għan-nom u fl-interess tal-Kumpanija 'J. L. and Sons Limited' kif debitament awtorizzat; hawn taht imsejjah 'l-enfitewta';

Bis-sahha ta' dana l-kuntratt il-kumparenti Patri Gwido Muscat nomine hawn taht imsejjah 'id-direttarju' qiegħed jikkoncedi b-titolu ta' enfitewsi temporanea a favur l-enfitewta li jaccetta u jakkwista bl-istess titolu ta' enfitewsi temporanea l-fondi numri erba u erbgħin (44), Tower Road, Sliema u wieħed u wieħed ittra A f-Tigne Street, Sliema, li bħal issa jgibu l-isem Benetton u jinsabu sottoposti proprieta' ta' terzi u cioe' mingħajr l-arja tagħhom; liema koncessjoni enfitewtika għandha tiddekorri mill-hmistax ta' Dicembru tas-sena elfejn (2000) u tkun għas-zmien ta' mija u seba u tletin (137) sena dekorribbli mill-hmistax ta' Dicembru tas-sena elfejn (2000) cioe' wara li tiskadi l-koncessjoni enfitewtika korrenti għall-mija u hamsin sena mill-hmistax ta' Dicembru tas-sena elf tmien mija u hamsin (1850) magħmula bis-sahha ta' kuntratt fl-atti tan-Nutar Salvatore Vincenzo Rossignaud tal-imsemmija da-

1743

ta u li qeghedha ssir taht dawn il-partijiet
u kundizjonijiet:-

1. Bic-cens annwu
u temporanew ta' sebat clef u tliet mitt lira
Maltija (LM7300) dekkorribbli mill-hmistax ta'
Dicembru tas-sena elfejn (2000) u pagabbli bis-
sena bil-quddiem.

2. L-imsemmi cens
huwa rivedibbli u ghandu jigi hekk reviz l-
ewwel darba fl-erbatax ta' Dicembru tas-sena
elfejn u tnax (2012) bazata dina r-revizjoni
fuq il-minimum wage standard ta' dak in-nhar u
cioe' l-14 ta' Dicembru tas-sena 2012 parago-
nata mal-minimum wage standard tal-lum li ghal
fini ta' dana l-kuntratt il-partijiet qeghedin
jistipulaw li hi ekwivalenti ghall-hamsa u tle-
tin lira Maltija (LM35) fil-gimgha u mbaghad
ghandu jigi reviz kull hamsa u ghoxrin (25) se-
na sussegwenti ghab-bazi tad-differenza fl-
ietese minimum wage standard minn zmien ghal
zmien u cioe' a bazi ta' dik fil-gurnata tar-
revizzjoni ipparagunata ma' dik operanti fl-
ahhar revizzjoni.

Ghall-aktar kja-
rezza l-partijiet jiftehmu illi l-hsieb taghom

1744

huwa li r-revizzjoni tapplika hekk:- jekk fid-data tal-ewwel revizzjoni l-minimum wage standard ikun ta' nghidu ehna sebghin lira Maltija (LM70) fil-gimgha allura c-cens pagabbli dak in-nhar ghandu jigi multiplikat b-sebghin u diviz b-35 u fir-revizzjoni ta' wara cioe' 25 sena wara c-cens pagabbli dak in-nhar ghandu jigi multiplikat bil-minimum wage standard fil-gimgha operanti dik in-nhar u diviz b'70 cioe' l-minimum wage standard operanti fil-gurnata tal-ahhar revizzjoni.

3. Bil-korrispettiv ulterjuri li jithallas darba biss ta' sitta u ghoxrin elf lira Maltija (LM26,000) li ghandu jithallas mill-imsemmi enfitowta lill-Patrijiet Franceskani Minuri Konventwali tal-Belt Valletta, sal-hmistax ta' Dicembru tas-sena elf disgha mija u disgha u disghin b-dan il-mod u cioe' in kwantu ghall-LM16,900 fi tlettax-il-pagament b-pagamenti ugwali, annwali u konsekuttivi ta' elf u tlett mitt lira Maltija (LM1300) u dan minghajr imghax l-ewwel pagament huwa dovut fil-hmistax 15 ta' Dicembru tas-sena elf disgha mija u sebgha u tmenin u mbaghad kull hmistax ta' Dicembru ta' kull sena u in kwantu ghal l-bilanc hekk ammontanti ghall-disat elef u mitt lira Maltija

1748

LM9100 in kwantu għall-elfejn lira Maltija fi zmien xahrejn mill-lum u in kwantu għall-bilanc ammontanti għall-sebat elef u mitt lira Maltija LM7100 f-zewg pagamenti ugwali wiehed fil-hmistax 15 ta' Dicembru tas-sena elf disgha mija u tnejn u disghin 1992 u l-ichor fil-hmistax 15 ta' Dicembru elf disgha mija u sebgha u disghin 1997 minghajr imghax. L-enfitewta jidde-kadi mill-beneficju tat-terminu fil-kaz illi jkun morus f-zewg pagamenti konsekuttivi jew f-ammont ekwivalenti għall-elfejn u sitt mitt lira Maltija u dana wara illi jkun gie nterpellat ihallas permezz ta' ittra ufficcjali u jkun qagħdew inutilment hmistax-il gurnata mid-data tan-notifika tal-istess ittra ufficcjali.

4. Id-direttarju

jirrizerva favur tieghu d-dritt tal-lawdemju f-kull trasferiment futur tal-istess fond jew ta' xi parti minnu jew tal-benefikati li jsiru minn floku, liema lawdemju jkun jikkorrispondi għal sena cens korrenti fl-epoka tat-trasferiment u in proporzjoni tal-parti ttrasferita, u fil-kaz ta' trasferiment tad-drittijiet naxxenti minn dan il-kuntratt qabel il-15 ta' Dicembru tas-sena 2000 l-enfitewta u l-aventi

1746

kawza tieghu jobbligaw ruhnom illi jimponu fuq kull akkwirent futur li jhallas is-somma ta' elfejn lira Maltija Lm2000 lill-Patrijiet fuq il-kuntratt ta' trasferiment.

5. L-enfitewta jobbliga ruhu li meta jigi biex jittrasferixxi l-utile dominju tal-fond jew ta' xi benefikati li jsiru minfloku, jew ta' xi parti minnu huwa javza lill-Prokuratur pro tempore tal-Kunvent koncedenti biex jidher fuq l-att opportun sabiex jircievi l-laudemium jew il-premium relattiv kif stipulat fil-klawsola precedenti.

6. F-kull trasferiment futur tal-imsemmi fond jew tal-benefikati li talvolta jistghu jsiru minfloku jew ta' xi parti minnhom l-enfitewta u l-aventi kawza minnu huma obbligati li jibghatu kopja b-xejn tal-att relattiv u tal-pjanta ta' perit tal-fond jew parti minnu ttrasferit flimkien mal-indirizz tal-akkwirenti fi zmien xahar mid-data tat-trasferiment relattiv.

7. In mancanza ta' mqarr wiehed mill-imsemmija zewg obbligi stipulati fil-klawsola numru hamsa (5) u sit-

1747

ta (6), l-enfitewta jew l-aventi causa minnu jehlu solidament bejniethom penali ta' hamsin lira Maltija (Lm50) favur il-kunvent koncedenti b-dana pero' illi kemm-il darba li l-kunvent ikun tilef id-dritt li jirreklama l-lawdemju jew l-imsemmi premium minhabba preskrizzjoni l-penali tkun ta' ammont korrispondenti għall-sena cens gravanti l-fond trasferit jew għall-imsemmi premium skond il-kaz oltre l-Lm 50 imsemmija.

8. Il-lawdemju

jew il-premium kif fuq stipulat ikun dovut lill-kunvent koncedenti anke fil-kaz illi l-imsemmija fondi jew benefikati li jsiru minn floku jiffurmaw parti ta' share transfer f-xi soċjeta' jew partnership; b-dana pero' illi fil-kaz ta' share transfer mill-enfitewta lid-dixxendenti diretti tiegħu jew mid-dixxendenti ta' l-enfitewta lid-dixxendenti diretti tagħhom l-imsemmi lawdemju jew premium għandu jitnaqqas fis-sens illi kull darba li jsir transfer ta' shares tkun dovuta lill-Kunvent koncedenti s-somma ta' elf lira Maltija jew parti proporzjonali tal-Lm1000 fil-proporzjon li l-ammont ta' shares ittrasferiti jagħmlu mill-issued share capital tal-kumpanija; l-imsemmija elf lira Maltija jew il-parti proporzjonali kif

1748

fuq indikata tizdied fil-proporzjon li jkun
zdied ie-cens skond l-epoka tat-trasferiment.

9. L-ebda parti
mill-fond fuq imsemmi jew mill-benefikati li
jsiru minn floku ma jistaw jigu trasferiti
bhala ezenti mill-hlas tac-cens jew bhala sog-
getta ghar-rata ta' cens inferjuri ghall-dak
stipulat b-dana l-att jew bhala ezenti minn
ebda wahda mill-kundizzjonijiet ta' dina l-
koncessjoni;

10. Il-fuq imsemmi
jew kwalunkwe fond jew benefikati minn floku
ma jistghu qatt iservu ghall-skopijiet ille-
citi jew immorali jew ghall-uzi ohra kontrarji
ghat-tagħlim tal-Knisja Kattolika Appostolika
Rumana.

11. Il-partijiet
jiftchemu illi fil-kaz illi l-enfitewta jew
aventi kawza minnha jwaqqghu l-imsemmi fond
ghall-izvilupp huma għandhom jerigu minn floku
benefikati stabili u permanenti tal-valur ta'
mhux anqas minn tletin elf lira Maltija (Lm30,
000).

12. Kwalunkwe taxxa

1749

li 'l quddiem tista' tigi imposta mill-Gvern fuq sidien ta' art jew bini ghandha tithallas mill-enfitewta li jkun ukoll fid-dmir li jese-gwixxi kull obbligu li skond il-ligi ghandhom sidien ta' bini tkun xi tkun ir-raguni, ix-xor-ta tax-xogholijiet u l-ispiza relattiva. L-enfitewta jirrinunzja ghad-dritt li jaghtih l-Artikolu numru elf hames mija u tmienja u tmenin (1588) tal-Kodici Civili li jirreklama xi parti minn dina l-ispiza minn ghand il-padrin dirett.

13. Kwalunkwe benefikat jew miljoramenti li l-enfitewta jew l-aventi kawza minnu jaghmlu fl-imsemmi fond, tkun xi tkun in-natura u xorta tieghu u jkun xi jkun il-valur, dawn jaccedu ghall-propjeta' u l-enfitewta ma jkollux dritt ghall-ebda hlas ghal istess benefikati jew miljoramenti lanqas fil-kazijiet kontemplati fl-Artikolu numru elf sitt mija u hdax (1611) b-riferenza ghall-Artikolu elf sitt mija u hamsa (1605) u elf sitt mija u sitta (1606) tal-Kodici Civili.

14. L-enfitewta jobbliga ruhhu li jzomm il-fond imsemmi jew kwalsiasi benefikati li jkun sar flok il-fond

1750

imsemmi fi stat tajjeb ta' manutenzjoni u riparazzjoni kif ukoll li jirritornahom fi stat tajjeb fit-termintazzjoni ta' din il-koncessjoni enfitewtika.

15. In garanzija tal-hlas puntwali tal-imsemmi cens u tal-korrispettiv ulterjuri, kif ukoll ta' l-osservanza tal-kundizzjonijiet l-oħra ta' dina l-koncessjoni l-enfitewta cioè J.L. and Sons Limited qeghedha tikkrea a favur id-direttarju ipoteka generali fuq il-beni kollha tagħha u ipoteka speċjali fuq l-utile dominium temporanew tal-imsemmija fondi u dana oltre l-pri vilegg speċjali spettanti lid-direttarju fuq l-imsemmija fondi. Oltre dan Joseph Lauri proprio qiegħed jagħmel u jagħti garanzija personali in solidum mal-kumpanija limitatament għall-hlas tal-imsemmi korrispettiv ammontanti għall-Lm26,000 u għal dana l-effett qiegħed jikrea ipoteka generali a favur il-Kunvent in garanzija ta' dan.

16. Id-direttarju qiegħed jiggarantixxi l-pacifiku pussess u godiment reali tal-imsemmi fond b-ipoteka generali u għall-fini ta' dina l-iskrizzjoni ipotekarja qegħeda tigi ffixxata s-somma ta' tletin

1751

elf lira Maltin (LM30,000).

17. Rigward partijiet u kundizzjonijiet ohra li mhumex koperti b'dana l-kuntratt, il-partijiet jirrimettu ruhhom ghad-disposizzjonijiet tal-ligi dwar l-enfitewsi fejn applikabbli u kompatibbli.

18. L-ispejjez kollha ta' dana l-Att ghandhom ikunu għakkariku ta' l-enfitewta inkluzi dawk tal-konsulenti legali taz-zewg partijiet u tal-perit.

19. In mancanza tal-pagament ta' tlett snin cens konsekuttivi jew ta' ammont ekwivalenti għall-tlett snin cens il-koncedent ikollu d-dritt jitermina l-koncessjoni u kwalsiasi benefikati li jkunu saru fl-imsemmi fond u l-imsemmi fond jiddevolvi gratwitament favur il-koncedent basta pero' illi l-enfitewta jkun gie interpellat ihalas permezz ta' ittra ufficcjali u jkun għaddew inutilment tletin (30) gurnata mid-data tan-notifika ta' l-istess ittra ufficcjali u dana minghajr pregudizzju għall-hlas tal-imsemmija ammonti.

1752

Ghall-finijiet tal-Att
dwar it-Taxxa tal-Mewt u tad-Donazzjoni tas-sena elf disa' mija u tlieta u sebghin (1973) qiegħed jigi ddikjarat illi l-klawsura magħrufa tal-kortin f-tas-Sliema li fuq parti minnha jinsabu mibnija l-imsemmija fondi giet akkwistata mid-direttarju b-titolu oneris peress illi kienu akkwistawha b-titolu ta' permuta b-kuntratt fl-atti tan-Nutar Lorenzo Grima fis-sena circa elf sitt mija u tlieta u erbgħajn (1643).

Għal dawn ir-raguni
jiena Nutar niddikjara illi dana t-trasferiment tal-lum mhux imponibbli a termini tal-imsemmi Att.

Għall-finijiet tal-Att
dwar it-Taxxa fuq Dokumenti tas-sena elf disa mija u wieħed u tmenin (1981) jiena Nutar hawn taht iffirmit niddikjara illi t-taxxa dovuta fuq dana l-Att Pubbliku tanmonta għall-erbat elef hames mija u sittin lira Maltija (LM4560).

Għall-finijiet tal-Att
li jirregola t-trasferimenti tal-immobbli tas-sena elf disa mija u tnejn u tmenin (1982) qiegħed jigi hawn anness bħala dokument 'B'

1753^f

permessa numru sebgħa zero tnejn hamsa diġġha
tnejn (702592), mahrug mill-Kummissarju tal-
Artijiet.

Dana l-Att gie minni Nu-
tar magħmul, moqri, u ippubblikat, wara li
spjegajt il-kontenut tiegħu lill-partijiet,
skond il-ligi f-Malta, fl-ufficċju numru
diġġha u tmenin f-Triq San Gwann, il-Belt,
Valletta.

Fr. Guido Muscat

Joseph Lauri

Not. Pierre Attard

Nutar Pubbliku Malta.

RECEIVED BY THE
OFFICE OF THE
14/02/02
GALLIARDI

PRINCIPAL AND FIELD.
F. M. M. M. M.

005548

The sixth day of June of the year two thousand and thirteen.

1. J.L. & Sons Limited, registration number letter C six nine eight two (C6982) sold and transferred to FASHION RETAILERS LIMITED, registration number letter C three six one seven two (C36172), which accepted, purchased and acquired the temporary *utile dominium* for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty two thousand nine hundred and seventy six euro (EUR32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in a deed in my Records of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered - in the deed and hereinafter referred to as the "Shop".
2. The Shop was sold and purchased *tale quale* in the state and condition in which it was to be found on date of deed
3. The Shop was sold and purchased together with all its rights and appurtenances.
4. The Shop was sold and purchased as subject to the terms and conditions arising from the temporary emphyteutical grant made by virtue of a deed in my Records of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/08/1987). The Purchaser declared that it is fully cognisant of the terms and conditions of the above mentioned emphyteutical grant and that it has read and understood the above mentioned deed.
5. The Purchaser acknowledged that a laudemium (recognition fee) is due to the Direct Owner because of this sale and on every future transfer of the Shop.
6. The Shop was sold and purchased as leased to Dorkins Limited under the terms and conditions of the lease agreement made

Not. Pierre Attard LL.D.

Order 188412

17 9548 / 2013

905

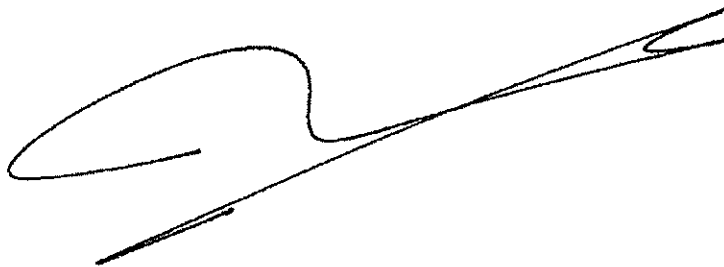
9548

by virtue of a deed in the Records of Notary Victor John Bisazza of the eighth day of June of the year two thousand and four (08/06/2004).

7. The Shop does not fall within a compulsory registration area, however the *dominium directum* of the Shop and the absolute ownership thereof after the termination of the temporary emphyteutical grant is registered in the Land Registry as property number five nine zero zero zero one one three (59000113) in the name of an Enti Ekklesjastika and that no other registrations have been made which otherwise affect the Shop.

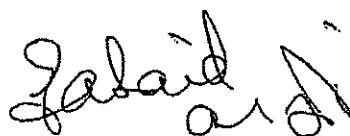
; - and this in consideration and for the price of four hundred thousand euro (EUR400,000) and under all the other terms and conditions stipulated in the deed.

€377.45



RECEIVED

21 JUN 2013



NOT. Dr. E.A. SAID

Doc - c'

Today, the fifteenth of November, two thousand and seventeen (15-11-2017).

Deed Number

137.2017

Registration

Before me Notary Robert Micallef, a Notary Public in Malta, duly admitted and sworn, have personally appeared and identified themselves in accordance to Law by means of the hereunder mentioned official documents:-

Part I:- The Parties

Of the first part:- David Lauri, a company director, a son of the late Joseph Lauri and of Victoria Lauri nee' Anastasi, born in Saint Julian's, Malta on the 9th March, 1977 and residing at Sliema, Malta and holder of identity card number 0164777M and who is appearing heron in the name and on behalf of the limited liability company, 'FASHION RETAILERS LIMITED', bearing registration series C36172 and with registered office at 'Benetton', Level 2, Plaza Shopping Centre, Bisazza Street, Sliema, Malta as duly authorised by virtue of the Memorandum and Articles of Association of the said company.

Of the second part:- David Lauri, a company director, a son of the late Joseph Lauri and of Victoria Lauri nee' Anastasi, born in Saint Julian's, Malta on the ninth of March (09-03-1977) and residing at Sliema, Malta and holder of identity card number 0164777M and who is appearing heron in the name and on behalf of the limited liability company, 'J.L. & SONS LIMITED', bearing registration series C6982 with registered office at 'Villa Trieste', Upper Gardens, Saint Julian's, Malta, as duly authorised by virtue of the memorandum and Articles of Association of the said Company.

Part II:- Preamble

The parties hereby premise and declare that by means of a deed of loan, suretyship and sale published in the records of Notary Doctor Pierre Attard of the sixth of June, of the year two thousand and thirteen (06-06-2013) the company 'J.L. & Sons Limited' sold unto the company 'Fashion Retailers Limited' the property, namely the temporary utile dominium for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth of December, two thousand (15-12-2000) of the shop

officially numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton"), in Triq it-Torri, Sliema, Malta and having one entrance, that is the said entrance officially numbered forty-four (44) [formerly indicated as having two entrances at numbers one (1) and one letter "A" (1A)] in Triq Tigne', Sliema, Malta and underlying third party property, with all its rights and appurtenances, as subject to thirty two thousand nine hundred and seventy six Euro (€ 32,976.00c) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in a deed in the records of Notary Doctor Pierre Attard of the twelfth day of August, one thousand nine hundred and eighty seven (12-08-1987) and was last revised on the fourteenth of December, two thousand and twelve (14-12-2012) and under the other terms and conditions contained in the same deed otherwise free and unencumbered. The said property is better shown marked in orange on the annexed plan marked document letter 'A'.

For the purposes of this deed, the said shop shall henceforth be referred to as 'the Property'.

This said sale was made in consideration and for the price of four hundred thousand Euro (€ 400,000.00c) and under all those terms and conditions specified in the above-mentioned deed of loan, suretyship and sale published in the records of Notary Doctor Pierre Attard of the sixth of June, two thousand and thirteen (06-06-2013).

Part III:- Rescission

And now therefore, in virtue of this deed of rescission, the parties are hereby rescinding the sale made in virtue of the said deed in the records of Notary Pierre Attard and dated the sixth of June, two thousand and thirteen (06-06-2013) so that the ownership of the Property shall as of now and with immediate effect revert back to the company 'J.L. & Sons Limited' and shall no longer be vested in the company 'Fashion Retailers Limited' and this said latter company declares that it does not hold further claims and/or interests in the Property.

This rescission is being made and accepted under the following terms and conditions:-

1. The company 'J.L. & Sons Limited' is hereby refunding to the company 'Fashion Retailers Limited' which accepts the sum of **four hundred thousand Euro (€ 400,000.00c)** representing the price originally paid by 'Fashion Retailers Limited' to 'J.L. & Sons Limited' for the purchase of the Property and 'Fashion Retailers Limited' accepts this payment in full and final acquittance of all sums paid by it on deed to 'J.L. & Sons Limited' and tenders due receipt in full and final settlement.
2. This rescission is being made for no further consideration, and the parties declare to have no further claims against each other and arising out of the said deed in the records of Notary Pierre Attard dated the sixth of June, two thousand and thirteen (06-06-2013) and/or against the Property.
3. In warranty of the real and peaceful possession of the Property being hereby transferred, 'Fashion Retailers Limited' is hereby granting in favour of 'J.L. & Sons Limited', a **general hypothec** over all its property in general, present and future and this up to the sum of **four hundred thousand Euro (€ 400,000.00c)**.

For the purposes of Act number seventeen of the year one thousand nine hundred and ninety-three (XVII/1993), relative to root of title, I the undersigned Notary do hereby declare that as above-stated, the said 'Fashion Retailers Limited' had acquired the Property from the said 'J.L. & Sons Limited' in virtue of the deed in the records of Notary Pierre Attard of the sixth of June, two thousand and thirteen (06-06-2013), reference to which has already been made on this same deed.

For the purposes of Act number seventeen of the year one thousand nine hundred and ninety-three (XVII/1993), relative to duty on documents and transfers, I the undersigned Notary declare that **no duty is due** by 'J.L. & Sons Limited' since this deed constitutes a rescission of the deed in the records of Notary Pierre Attard of the sixth of June, two thousand and thirteen (06-06-2013) and that

therefore the ownership of the property is being reversed to a 'stato pro ante'.

For the purposes of Act number eighteen of the year one thousand nine hundred and ninety-three (XVII/1993), relative to sales tax, I the undersigned Notary declare that no duty is due by 'Fashion Retailers Limited' since this deed constitutes a rescission of the deed in the records of Notary Pierre Attard of the sixth of June, two thousand and thirteen (06-06-2013) and that therefore the ownership of the property is being reversed to a 'stato pro ante'.

For the purposes of sub article twelve (12) of article five letter 'A' (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned Notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned Notary warned them about the importance of the truthfulness of this declaration according to Law.

For the purposes of the Acquisition of Immovable Property by Non Residents Act, 'J.L. & Sons Limited' declares that it qualifies to acquire the immovable property above being transferred without the necessity of a permit for the acquisition of immovable property by non residents since not less than seventy five per cent (75%) of the shareholding in the company and not less than seventy five per cent (75%) of the controlling shares of the said company belong to citizens of the European Union who have resided continuously in Malta for at least five (5) years during their lifetime and that all the directors are also citizens of the European Union who have resided continuously in Malta for at least five (5) years during their lifetime. This declaration is being made after due explanation of its import according to law by the undersigned Notary.

For the purposes of the said Income Tax Act, 'Fashion Retailers Limited' as duly represented in this deed declares that its directors do

not have the intention to proceed in liquidating the said 'Fashion Retailers Limited' before submitting the annual tax return for next year. 'Fashion Retailers Limited' as duly represented makes such declaration after the undersigned Notary warned the said 'Fashion Retailers Limited' about the importance of its truthfulness according to Law.

For the purposes of Chapter three hundred and seventy-three of the Laws of Malta, 'The Prevention of Money-Laundering Act', 'J.L. & Sons Limited' declares that all the funds which it is utilising in order to refund the sum due to 'Fashion Retailers Limited' the above described property, are free from money laundering and do not result from any illegal activity, drugs or any other illegal behaviour. This declaration is being made by 'J.L. & Sons Limited' after I, the undersigned Notary, warned about the importance of its truthfulness according to Law.

For the purpose of the Notarial Profession and Notarial Archives Act, Chapter fifty five (Cap. 55) of the Laws of Malta, 'J.L. & Sons Limited' as herein represented is expressly exempting the undersigned Notary from the obligation imposed on said Notary in terms of Article eight four letter C sub-paragraph number five (84C[5]) of the said Act, including the obligation of examining the title to the Property herein transferred and that of drawing up the report in terms of Regulation number twenty (20) of Legal Notice three hundred and fifty five of the year two thousand and twelve (355/2012), and this after 'J.L. & Sons Limited' as herein represented declares and confirms that it has have been duly warned about the importance and consequence of this declaration and exemption, in accordance with Regulation number twenty two sub-paragraph number one (22(1)) of the said Legal Notice. This deed is subject to the laws of Malta and the parties to this deed hereby submit to the exclusive jurisdiction of the Maltese Courts.

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 the law in Malta, Valletta, Melita Street, number eighty-six (86).

Signed:- David Lauri – Notary Robert Micallef (Notary Public – Malta)

A true copy of the original:- 27th November, 2017

02410

The twenty-seventh (27th) day of July of the year two thousand and seventeen (2017).

Sale made by the limited liability company **FASHION RETAILERS LIMITED** [company registration number C36172]: hereinafter referred to as the **Vendor**;

In favour of **Doctor of Laws and Advocate William Cuschieri** [holder of Maltese identity card number 70582M], bachelor, son of John Mary sive Jimmy and of Mary Therese sive Tessie nee Carabott, born in Pietà on the twenty-first (21st) of January, of the year nineteen hundred and eighty-two (1982) and residing in Mosta; and hereinafter referred to as the **the Purchaser**;

Of the temporary *utile dominium* for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, Malta having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty-two thousand, nine hundred and seventy-six Euro (€32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in the deed in the Records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered.

This sale was also made and accepted under all the terms and subject to the conditions as indicated in the deed, including the following:-

- For the agreed price for the said temporary *utile dominium* of **five hundred thousand Euro (€500,000)**.
- The Vendor and the Purchaser accepted, agreed and declared that part of the aforesaid price shall be payable by the Purchaser, who as delegated by the Vendor on this deed, accepted to pay the said part of price directly to various privileged and hypothecary creditors of the Vendor, who enjoy and have registered in their favour notes of special privilege and special hypothecs and this as subject to any agreement and /or arrangement which might be reached between the Purchaser and said creditors; whereas the balance of the said price shall be payable by the Purchaser to the Vendor who accepted, within six (6) months from when all notes of hypothec and / or privilege and relative to the Shop are cancelled by the respective creditors.
- The Shop was sold and purchased *tale quale* in its present state and condition.
- The Shop was sold and purchased together with all its rights and appurtenances.
- The Shop was sold and purchased as subject to the terms and conditions arising from the temporary emphyteutical grant made by virtue of the deed in the Records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/08/1987). The Purchaser declared that he was fully cognisant of the terms and conditions of the above mentioned emphyteutical grant and that he has read and understood the above mentioned deed.

RICEVUTA

LLUM

31 AUG 2017

- The Purchaser acknowledged that a laudemium (recognition fee) is due to the direct owner because of this sale and on every future transfer of the Shop.
- The Shop was sold and purchased as leased to Dorkins Limited under the terms and conditions of the lease agreement made by virtue of a deed in the Records of Notary Victor John Bisazza of the eighth day of June of the year two thousand and four (08/06/2004).

RICEVUTA

LLUM

31 AUG 2017

Notary Dr Josette Spiteri Cauchi

19108

The twenty-seventh (27th) day of July of the year two thousand and seventeen (2017).

Sale made by the limited liability company **FASHION RETAILERS LIMITED** [company registration number C36172]; hereinafter referred to as the '**Vendor**';

In favour of Doctor of Laws and Advocate William Cuschieri [holder of Maltese identity card number 70582M], bachelor, son of John Mary sive Jimmy and of Mary Therese sive Tessie nee' Carabott, born in Pieta' on the twenty-first (21st) of January, of the year nineteen hundred and eighty-two (1982) and residing in Mosta; and hereinafter referred to as the '**the Purchaser**';

Of the temporary *utile dominium* for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, Malta having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty-two thousand, nine hundred and seventy-six Euro (€32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in the deed in the Records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered.

This sale was also made and accepted under all the terms and subject to the conditions as indicated in the deed, including the following:-

- For the agreed price for the said temporary *utile dominium* of ~~five hundred thousand Euro (€500,000)~~ *532,650*.
- The Vendor and the Purchaser accepted, agreed and declared that part of the aforesaid price shall be payable by the Purchaser, who as delegated by the Vendor on this deed, accepted to pay the said part of price directly to various privileged and hypothecary creditors of the Vendor, who enjoy and have registered in their favour notes of special privilege and special hypothecs and this as subject to any agreement and /or arrangement which might be reached between the Purchaser and said creditors; whereas the balance of the said price shall be payable by the Purchaser to the Vendor who accepted, within six (6) months from when all notes of hypothec and / or privilege and relative to the Shop are cancelled by the respective creditors.
- The Shop was sold and purchased *tale quale* in its present state and condition.
- The Shop was sold and purchased together with all its rights and appurtenances.
- The Shop was sold and purchased as subject to the terms and conditions arising from the temporary emphyteutical grant made by virtue of the deed in the Records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/08/1987). The Purchaser declared that he was fully cognisant of the terms and conditions of the above mentioned emphyteutical grant and that he has read and understood the above mentioned deed.

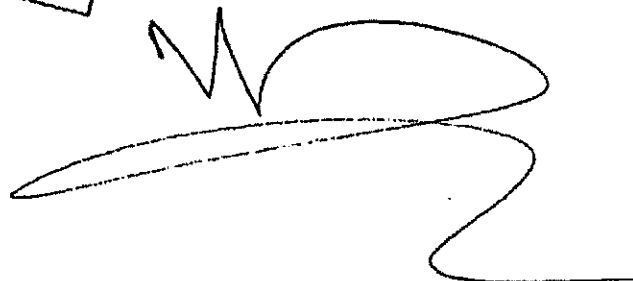
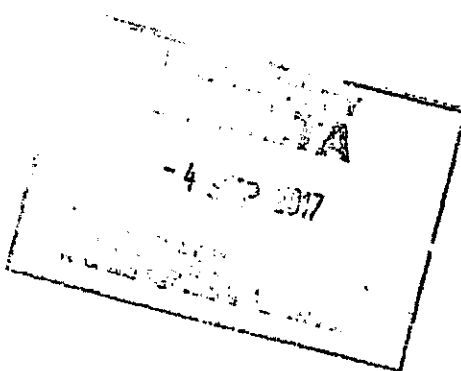
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19108

632

- The Purchaser acknowledged that a laudemium (recognition fee) is due to the direct owner because of this sale and on every future transfer of the Shop.
- The Shop was sold and purchased as leased to Dorkins Limited under the terms and conditions of the lease agreement made by virtue of a deed in the Records of Notary Victor John Bisazza of the eighth day of June of the year two thousand and four (08/06/2004).


Notary Dr Josette Spiteri Cauchi



03045

The eighteenth (18th) day of
October, of the year two
thousand and seventeen (2017).

Rescission of a Deed of Sale entered into between:

- The limited liability company **FASHION RETAILERS LIMITED** [company registration number C36172]; hereinafter referred to as the 'Vendor'; and
- Doctor of Laws and Advocate William Cuschieri [holder of identity card number 70582M], bachelor, son of John Mary sive Jimmy and Mary Therese sive Tessie nee Carabott, born in Pietà on the twenty first day of January of the year nineteen hundred and eighty two (21.01.1982) and residing in Mosta; hereinafter referred to as the 'Purchaser'

In virtue of which the parties declared that they entered into a deed of sale between them, published by me, the undersigned Notary, dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017), wherein the Vendor sold and transferred unto the Purchaser who purchased and acquired the following immovable property namely:-

The temporary *utile dominium* for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty-two thousand, nine hundred and seventy-six Euro (€32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in the deed in the records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered.

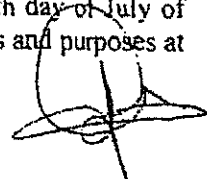
The said sale was made and accepted for the price and under all terms and conditions indicated in the deed.

That the said transfer was duly enrolled in the Public Registry of Gozo bearing reference two thousand four hundred and ten of the year two thousand and seventeen (*G.Ins.2,410/2017*) and in the Public Registry of Malta bearing reference nineteen thousand one hundred and eight of the year two thousand and seventeen (*Ins. 19,108/2017*).

That the parties agreed to rescind the said deed in my records dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017) for all effects at Law.

Thus in virtue of this deed, the parties rescinded and gave their consent for the rescission of the said deed in my records, dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017) for all effects and purposes at Law.


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Thus, as a result of this deed, the ownership of the said immovable property reverted back in favour of the Vendor.

The Vendor declared itself to be fully satisfied and that it has no claims or pretensions including from the said deed in my records above-mentioned and furthermore the parties agreed that the Vendor shall hold the Purchaser fully indemnified against any claims.

Also, in consequence of this deed of rescission, all rights and obligations arising from the said deed in my records above-mentioned reverted themselves in a definite and wholesome manner to their original state prior to the said deed.

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Notary Dr. Josette Spiteri Cauchi

6 NOV 2017

24562

The eighteenth (18th) day of
October, of the year two
thousand and seventeen (2017).

Rescission of a Deed of Sale entered into between:

- The limited liability company **FASHION RETAILERS LIMITED** [company registration number C36172]; hereinafter referred to as the 'Vendor'; and
- Doctor of Laws and Advocate **William Cuschieri** [holder of identity card number 70582M], bachelor, son of John Mary sive Jimmy and Mary Therese sive Tessie nee' Carabott, born in Pietà on the twenty first day of January of the year nineteen hundred and eighty two (21.01.1982) and residing in Mosta; hereinafter referred to as the 'Purchaser'

In virtue of which the parties declared that they entered into a deed of sale between them, published by me, the undersigned Notary, dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017), wherein the Vendor sold and transferred unto the Purchaser who purchased and acquired the following immovable property namely:-

The temporary *utile dominium* for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty-two thousand, nine hundred and seventy-six Euro (€32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in the deed in the records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered.

The said sale was made and accepted for the price and under all terms and conditions indicated in the deed.

That the said transfer was duly enrolled in the Public Registry of Gozo bearing reference two thousand four hundred and ten of the year two thousand and seventeen (*G.Ins. 2,410/2017*) and in the Public Registry of Malta bearing reference nineteen thousand one hundred and eight of the year two thousand and seventeen (*Ins. 19,108/2017*).

That the parties agreed to rescind the said deed in my records dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017) for all effects at Law.

Thus in virtue of this deed, the parties rescinded and gave their consent for the rescission of the said deed in my records, dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017) for all effects and purposes at Law.

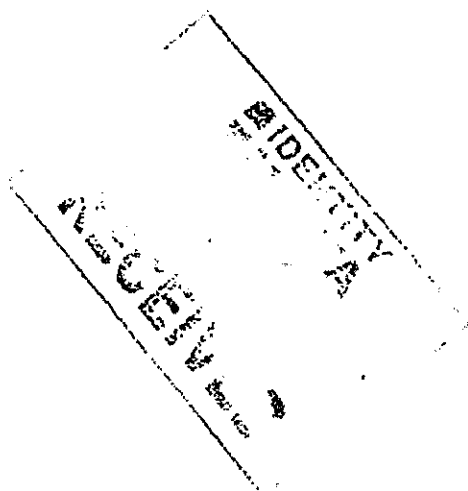
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Thus, as a result of this deed, the ownership of the said immovable property reverted back in favour of the Vendor.

The Vendor declared itself to be fully satisfied and that it has no claims or pretensions including from the said deed in my records above-mentioned and furthermore the parties agreed that the Vendor shall hold the Purchaser fully indemnified against any claims.

Also, in consequence of this deed of rescission, all rights and obligations arising from the said deed in my records above-mentioned reverted themselves in a definite and wholesome manner to their original state prior to the said deed.


Notary Dr Josette Spiteri Cauchi

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

03049

The eighteenth (18th) day of October, of the year two thousand and seventeen (2017).

Deed of Constitution of Debt, Hypothec and Grant of Right of First Refusal entered into between:

Of the first part: Doctor of Laws and Advocate William Cuschieri [holder of identity card number 70582M], bachelor, son of John Mary sive Jimmy and Mary Therese sive Tessie nee Carabott, born in Pietà on the twenty first day of January of the year nineteen hundred and eighty two (21.01.1982) and residing in Mosta; hereinafter referred to as the 'Creditor';

Of the second part: the limited liability company 'FASHION RETAILERS LIMITED', [C36172]; hereinafter referred to as the 'The Debtor'; and

Of the third part: David Lauri [holder of Maltese identity card number 0164777M], a company director, son of Joseph Lauri and of Victoria nee Anastasi, born in Saint Julians on the ninth of March of the year nineteen hundred and seventy seven (9.03.1977) and residing at Sliema; hereinafter referred to as 'the Surety'.

The parties declared that they entered into a deed of sale between them, published by me, the undersigned Notary, dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017), wherein the Debtor sold and transferred unto the Creditor who purchased and acquired the following immovable property namely the temporary utile dominium for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty-two thousand, nine hundred and seventy-six Euro (€32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in the deed in the records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered.

The said sale was made and accepted for the price and under all terms and conditions indicated in the deed.

That the said transfer was duly enrolled in the Public Registry of Gozo bearing reference two thousand four hundred and ten of the year two thousand and seventeen (G.Ins.2,410/2017) and in the Public Registry of Malta bearing reference nineteen thousand one hundred and eight of the year two thousand and seventeen (Ins. 19,108/2017).

That the parties agreed to rescind the said deed in my records dated the twenty seventh day of July of the year two thousand and seventeen (27th July, 2017) for all effects at

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Law and in fact have rescinded the said deed by means of a separate deed in my records dated the eighteenth (18th) day of October, two thousand and seventeen (2017).

Furthermore the parties agreed that the Debtor shall refund the Creditor the duty on documents, the final withholding tax, the notarial fees and expenses paid by the Creditor and that the Surety shall stand as joint and several surety to guarantee the obligations of the Debtor. In addition the Creditor and the Debtor agreed that in the event that the Debtor elicits to sell, transfer or convey the immovable property above referred to it shall grant the right of first refusal to the Creditor as specified in the deed.

By virtue of this deed, the Debtor and the Surety constituted themselves true, certain and liquid debtors in favour of the Creditor, which accepted, in the sum of eighty thousand and thirty-six Euro (€80,036), being a debt certain, liquidated and due, which sum represents the duty on documents, final withholding tax, notarial fees and expenses paid by the Creditor.

The Debtor and the Surety bound themselves to pay the said capital sum of eighty thousand and thirty-six Euro (€80,036) to the Creditor, who accepted, on mere demand made by the Creditor to the Debtor and the Surety.

The Creditor, the Debtor and the Surety agreed that on the said capital sum of eighty thousand and thirty-six Euro (€80,036), interest shall accrue with effect from the date of the deed until date of effective payment, at the rate of eight per cent (8%) per annum.

In warranty of the proper observance of the obligations assumed on this deed and in particular in warranty of the punctual payment of the debt due by the Debtor and the Surety to the Creditor, the Debtor and the Surety, with the acceptance of the Creditor, constituted a general hypothec over all their property in general, present and future in favour of the Creditor.

Furthermore in warranty of the proper observance of the obligations assumed on the deed and in particular in warranty of the punctual payment of the debt due by the Debtor and the Surety to the Creditor, the Debtor granted in favour of the Creditor, with the acceptance of the said Creditor, a special hypothec for the said capital sum of eighty thousand and thirty-six Euro (€80,036) and interests accruing thereon over the temporary utile dominium for the period remaining from the period of one hundred and thirty seven (137) years reckoned from the fifteenth day of December of the year two thousand (15/12/2000) of the shop numbered forty four (44) named "Wallis" (formerly named "Playlife" and formerly named "Benetton") in Triq it-Torri, Sliema, having another two entrances at numbers one (1) and one letter "A" (1A) in Triq Tigne, Sliema, and underlying third party property, with all its rights and appurtenances, as subject to thirty-two thousand, nine hundred and seventy-six Euro (€32,976) annual and temporary ground-rent, which ground-rent is revisable in the manner indicated in the deed in the records of Notary Pierre Attard of the twelfth day of August of the year one thousand nine hundred and eighty seven (12/8/1987) and was last revised on the fourteenth day of

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December of the year two thousand and twelve (14/12/2012) and to the other terms and conditions contained in the said deed and otherwise free and unencumbered.

The Debtor accepted that in the event that it elicits to sell, transfer or convey the immovable property above described, it shall be bound to give to the Creditor the right of first refusal in the sense that in consideration of the same price and under the same terms and conditions obtained by or offered or made to the Debtor by third parties, the Creditor can acquire the said immovable property himself in preference to third parties. This right of first refusal shall be offered by the Debtor to the Creditor by means of a registered letter sent by the Debtor to the Creditor at his place of residence which registered letter shall include the price and all the terms and conditions of the sale or transfer. The Creditor shall be bound to give a reply to the Debtor as to whether he intends to exercise his said right of first refusal within twenty (20) days from the date on which he receives the aforesaid registered letter.

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Notary Dr. Josette Spiteri Cauchi

Today, the eighth (8th) day of June of the year two thousand and four (2004).

Before me, Victor John Bisazza a Doctor of Laws and Notary Public, duly admitted and sworn, personally appeared subsequent to my having personally ascertained their identity by means of the hereunder mentioned documents in terms of law:

Of the first part:

David Lauri, a Company Director, holder of identity Card number 164777(M) and Marcus Lauri, a Company Director, holder of identity Card number 242873(M), children of Joseph and of Victoria nee' Anastasi, born in Saint Julians and residing respectively at "Villa Trieste" Upper Gardens Saint Julians and number two (2), Cloister's Walk, Triq il-Karmnu, Saint Julians who are appearing on this deed on behalf and in representation of the limited liability Company J.L. & Sons Ltd, a company incorporated under partnership number letter C six thousand nine hundred and eighty two (C6982) with a registered address situate at Villa Trieste, Fuq il-Gonna, Swieqi, as duly authorised in virtue of the Memorandum and Articles of Association of the hereunder mentioned Company (hereinafter referred to as the LANDLORD).

Of the second part:

Robert Pace, a Company Director, holder of identity Card number 588856(M) son of the late Alfred and of Laura nee' Calleja Gara, born in Sliema and his wife Christine Pace, Company Director, holder of identity Card number 460465(M), daughter of the late Chief Justice Carmelo Schembri and of Helen nee' Holland, born in Attard and both residing at number sixty six (66), Highrise Court, Flat number three (3), The Strand Sliema who are appearing on this deed on behalf of and in representation of the limited liability Company Dorkins Limited, a Company incorporated under Partnership number letter C two one zero nine eight (C21098) with a registered address situate at Flat number one (1), Holland Court, Bisazza Street, Sliema, duly authorised in virtue of the Memorandum and Articles of Association thereof, (hereinafter referred to as the TENANT).

The parties premise and declare:

Victor John Bisazza
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Whereas

- (1) The LANDLORD is the (holder of temporary emphyteusis) of the premises numbered forty four (44) Tower Road, Sliema currently styled as "Playlife" (hereinafter referred to as the PREMISES).
- (2) The TENANT is desirous of leasing the PREMISES from the LANDLORD.
- (3) The LANDLORD is desirous of granting the PREMISES on lease to the TENANT and has the necessary authority and legal title to affect this lease.
- (4) The PARTIES are desirous of regulating their relationship.

Now therefore, in virtue of this deed, the parties agree and stipulate:

Article 1 - GRANT AND TERM

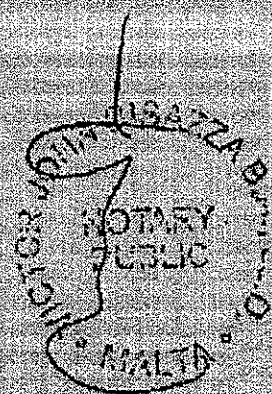
1.1. GRANT OF THE LEASED PREMISES

In consideration of the rents and covenants set forth herein the LANDLORD grants by title of lease unto the TENANT which, by same title of lease, receives and accepts the PREMISES for the term specified in Article 1.3 hereof.

1.2. CONDITION OF THE PREMISES AND CONTENTS

The PREMISES is being granted by title of lease to the TENANT in the state in which it is today. TENANT acknowledges that TENANT has thoroughly inspected the PREMISES and accepts them in "as is" condition. Except as otherwise specifically provided in this Agreement, LANDLORD shall not be required to make any alterations, improvements, repairs or replacements to the PREMISES at any time.

1.3. TERM OF LEASE



The lease is being entered into for the period commencing on the twenty sixth (26th) February of the year two thousand and four (2004) (hereinafter referred to as "the Commencement Date") and ending on the twenty fifth (25th) February of the year two thousand and twenty five (2025), the first five (5) years being "di fermo" whilst the last sixteen (16) years being "di rispetto". The TENANT shall be entitled to terminate the lease at any time during the said period "di rispetto" by giving one (1) year's prior written notice to this effect in writing to the LANDLORD. LANDLORD grants to TENANT, who accepts, the right of first refusal should the premises be offered for lease after the expiry of the period of lease as provided herein.

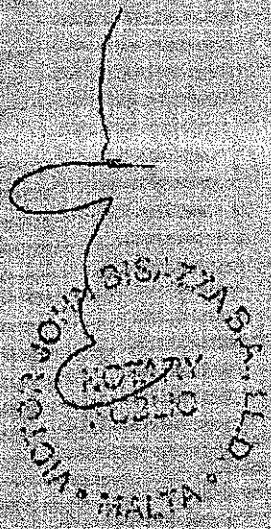
ARTICLE 2 - RENT

2.1. RENT

The rent shall be that set out in Articles two one one (2.1.1.) to two one three (2.1.3.) hereof and shall be paid without demand, deduction or set off monthly in advance with effect from the lapse of two (2) months from the Commencement Date.

2.1.1 The rent shall be nineteen thousand Maltese Lira (Lm19,000) per annum for the period from the twenty sixth (26th) February of the year two thousand and four (2004) up to the twenty fifth (25th) February of the year two thousand and seven (2007) but it is being agreed between the parties that the Landlord has waived the first two months' rent.

2.1.2 Every year thereafter between the twenty sixth (26th) February of the year two thousand and seven (2007) and the twenty fifth (25th) February of the year two thousand and twenty four (2024) the amount of rent payable shall be increased in proportion to the increase in the cost of living index provided the increase will not in any event exceed five per centum (5%) on the rent obtaining in the previous year. Such increase shall first take effect on the twenty sixth (26th) February of the year two thousand and seven (2007).



2.1.3 For the period from the twenty sixth (26th) February of the year two thousand and twenty four (2024) up to the twenty fifth (25th) February of the year two thousand and twenty five (2025) the rent shall be five hundred thousand Maltese Liri (Lm500,000).

2.1.4 Value Added Tax or any other replacement of similar tax or charge that may be applicable on the rent shall be at the charge of the TENANT.

ARTICLE 3 - CONDUCT OF BUSINESS BY TENANT - LICENCES

3.1. USE OF LEASED PREMISES

TENANT shall use the PREMISES only for commercial purposes.

3.2. LICENCES

All fees due in respect of licences and other permits or authorisations shall be borne by the TENANT.

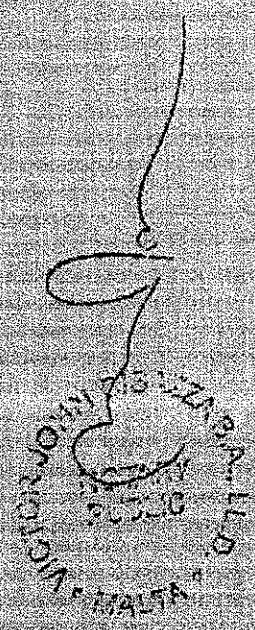
In the event of any taxes or rates being introduced in respect of the PREMISES these will be at the charge of the TENANT unless they are of such a nature as to be, by law, at the charge of the dominus directus or the LANDLORD qua emphyteuta.

LANDLORD warrants that the premises are covered by existing building permits and by permits covering the existing/last use thereof. LANDLORD undertakes and agrees to forward a copy of such trading/police permits within one (1) week from today.

ARTICLE 4 - IMPROVEMENTS AND ALTERATIONS

4.1. ALTERATIONS BY TENANT

TENANT shall be authorised to carry out structural alterations to the PREMISES. Any structural alterations must be carried out under the supervision of a qualified Architect and Civil Engineer and this at the exclusive expense of



TENANT who is to obtain all the necessary permits from the competent authorities at his expense, prior to the commencement of such works. TENANT agrees that any permitted alterations shall immediately become the property of LANDLORD without compensation and shall remain upon the premises at the expiration of the lease.

4.2. Any improvements of a permanent structure in nature carried out by the TENANT shall become the property of the LANDLORD without compensation and shall remain upon the PREMISES at the expiration of the Lease.

4.3. TENANT shall be authorised to place and maintain signs, awnings, canopies, advertising matter, decoration or lettering on any exterior wall, door, window or balcony of the Premises. TENANT undertakes and agrees to seek and obtain the necessary Planning Authority permits prior to affecting such works.

ARTICLE 5 - MAINTENANCE OF LEASED PREMISES; UTILITIES

5.1. MAINTENANCE BY TENANT

TENANT shall at its own expense at all times keep the PREMISES internally and externally in a good state of maintenance and repair.

5.2. MAINTENANCE BY LANDLORD

5.2.1. If TENANT refuses or neglects to discharge its maintenance and repair obligations pursuant to Section five one (5.1.) to the reasonable satisfaction of LANDLORD, LANDLORD may make such repairs or undertake such maintenance itself provided that (i) LANDLORD shall have first given TENANT notice of the breach on which LANDLORD relies, and an opportunity to cure such breach within a period of thirty (30) days from receipt of the notice; and (ii) such repairs or maintenance shall be effected in such manner as to cause the least possible nuisance to the TENANT. Upon completion of such work, TENANT shall

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promptly reimburse LANDLORD for all costs reasonably incurred by it in making such repairs.

- 5.2.2. Extraordinary repairs shall be at the charge of the LANDLORD unless these are occasioned by any act or omission on the part of the TENANT.

5.3. SURRENDER OF THE PREMISES AND CONTENTS

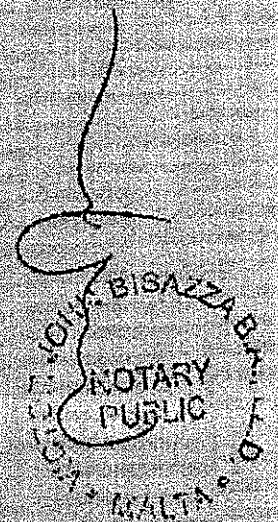
TENANT shall at the expiration of the lease or at any earlier termination of this Lease surrender the PREMISES to LANDLORD in a good condition, ordinary wear and tear excepted, including all building improvements, as provided above without any compensation from the LANDLORD. Provided that any and all additions, furnishings, fittings, fixtures, and all movable effects such as air conditioning units, shop-fitting, cash registers, office equipments and computers shall remain the property of the TENANT and shall be removable by the TENANT on the expiry or earlier termination of this Agreement, as the case may be. In addition TENANT shall deliver to LANDLORD all keys of the PREMISES.

5.4. UTILITIES

As from the Commencement Date, TENANT shall be solely responsible for and shall promptly pay all fees, deposits and charges, including use and/or connection fees and the use for water, electricity, telephones, sewer and sanitation, solid waste disposal, and any other service or utility used in or upon or furnished to the PREMISES. Any and all service meters shall be transferred in the name of TENANT. TENANT'S unremedied failure to pay promptly any amount due under this Section number five four (54) shall carry with it the same consequences as failure to pay any instalment of rent promptly when due.

LANDLORD hereby warrants that all service bills including (but not limited to) water, electricity and telephone bills, relative to the PREMISES have been duly paid.

ARTICLE 6 - INSURANCE AND INDEMNITY



6.1. INSURANCE

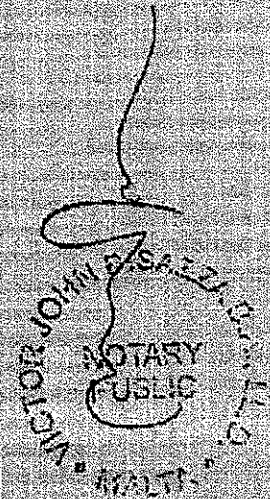
At all times during the period of lease, the TENANT and the LANDLORD shall jointly keep in full force and effect an insurance policy hereinafter referred to as the POLICY. Provided that the POLICY shall be in the name of the TENANT with the LANDLORD's interests duly noted thereon. The POLICY shall provide insurance cover for loss or damage to property including but not limited to protection against all risks which are customarily insured against and shall have an inflation guard endorsement. TENANT shall not at any time cause or permit any act to be done on the PREMISES which will invalidate the POLICY. The POLICY shall also include insurance cover for liability to the public. The limit of liability provided by the POLICY shall have the following minimum limits of liability:

- 6.1.1. Damage to building two hundred and fifty thousand Maltese Lira (Lm250,000).
- 6.1.2. Subject to the acceptance of the Insurers, the POLICY shall include a provision for cross liabilities wherein the words 'the Insured' whenever they appear shall apply to each of the joint parties described in the POLICY as if a separate insurance had been issued to each and the insurer agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any occurrence in respect of which a claim is admitted under this POLICY.

The cost of the Policy shall be at the charge of the TENANT.

ARTICLE 7 - ASSIGNMENT AND SUBLETTING

- 7.1. The TENANT shall be entitled to assign or transfer this Lease subject to the LANDLORD's prior written approval, which approval shall not be unreasonable withheld but shall be not entitled to sublet all or any portion of the PREMISES.
- 7.2. Any transfer of shares in the Tenant Company other than a transfer of shares between the present



shareholders of the Company or two Companies that are wholly beneficially owned by Robert Pace and Christine spouses Pace shall be deemed to be a subletting in violation of the express prohibition contained in clause 7.1 and a breach of the lease. For the avoidance of doubt the parties agree and declare that the shareholders of the Tenant Company as on signature of this Agreement are Christine Pace and Robert Pace.

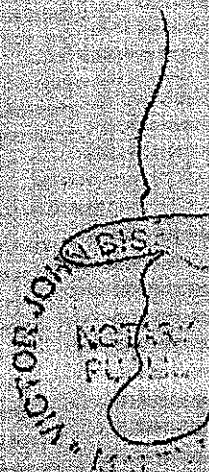
ARTICLE 8 - DEFAULT AND REMEDIES

8.1. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by TENANT.

- (a) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder promptly when due unless TENANT remedies such failure within thirty (30) days from a notice to such effect by LANDLORD.
- (b) The failure by TENANT to observe or perform any of the other material covenants, 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 thereof by a judicial letter from LANDLORD to TENANT; provided, however that if the nature of TENANT'S failure is such that more than thirty (30) days is reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within the said period and thereafter diligently prosecutes such cure to completion.

In the event of any such default or breach by TENANT, LANDLORD may, at any time thereafter, with or without notice or demand 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 any lawful means in which case



This Lease shall terminate and TENANT shall immediately surrender possession of the PREMISES to the LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default.

(b) Pursue any other remedy now or hereafter available to LANDLORD in terms of law.

ARTICLE 9 - ACCESS BY LANDLORD

9.1 RIGHT OF ENTRY

LANDLORD and LANDLORD'S duly authorised agents shall have the right to enter the PREMISES at all reasonable times to examine the same. Provided that reasonable prior notice is given to the TENANT by the LANDLORD and provided further that such right is exercised without any inconvenience to the TENANT'S business.

ARTICLE 10 - LANDLORD'S TITLE

The LANDLORD hereby warrants that he is not aware of any claim or other circumstances of whatsoever nature that may or are likely to affect the peaceful possession and real enjoyment in terms of law of the PREMISES.

LANDLORD undertakes and agrees to pay punctually the groundrent burdening the premises through out the currency of this agreement.

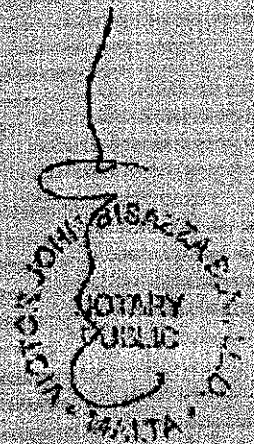
ARTICLE 11 - MISCELLANEOUS

11.1 SEVERABILITY

The invalidity or unenforceability of any provision of the Lease, as determined by a Court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision hereof.

11.2 INTEREST ON PAST DUE OBLIGATIONS

Except as expressly herein provided, any amount due to LANDLORD not paid when due shall bear interest at eight per cent (8%) per annum from the



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date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease.

11.3. CAPTIONS

Article and paragraph captions are inserted for convenience only and are not a part of this Lease.

11.4. 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 registered addresses above stated. Such notices shall be effective upon delivery.

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.

11.5. 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 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 LANDLORD'S knowledge of such preceding breach at the time of acceptance of such rent.

11.6. HOLDING OVER

If TENANT remains in possession of the PREMISES or any part thereof after the expiration of the term hereof without the express written consent of the LANDLORD the TENANT shall pay to the LANDLORD as a penalty for mere delay the sum of five hundred Maltese Lira (Lm500) for each

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day of occupation and this penalty shall not be capable of abatement by the Courts.

11.7. CUMULATIVE REMEDIES

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

ARTICLE 12 - SECURITY

Christine Pace and Robert Pace hereby appear on this deed in their personal capacity and guarantee to the LANDLORD, jointly and severally with the TENANT the due observance of TENANT's obligations in terms of this agreement.

Brokerage fees that the Landlord has estimated to be in the region of one thousand six hundred Maltese liri (LM1600) shall be payable by the Landlord. Each party is to pay its respective legal advisor. The fees and costs of this deed are payable by the Landlord.

This deed, the import whereof has been explained by me to the appearers has been done, read and published at flat number three letter b number two hundred and fifteen (215/3b) Old Bakery Street, Valletta, Malta, without witnesses.

SIGNED:

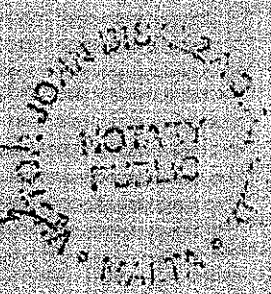
M. Lauri
D. Lauri
C. Pace
R. Pace

VICTOR JOHN BISAZZA
Notary Public Malta.


[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

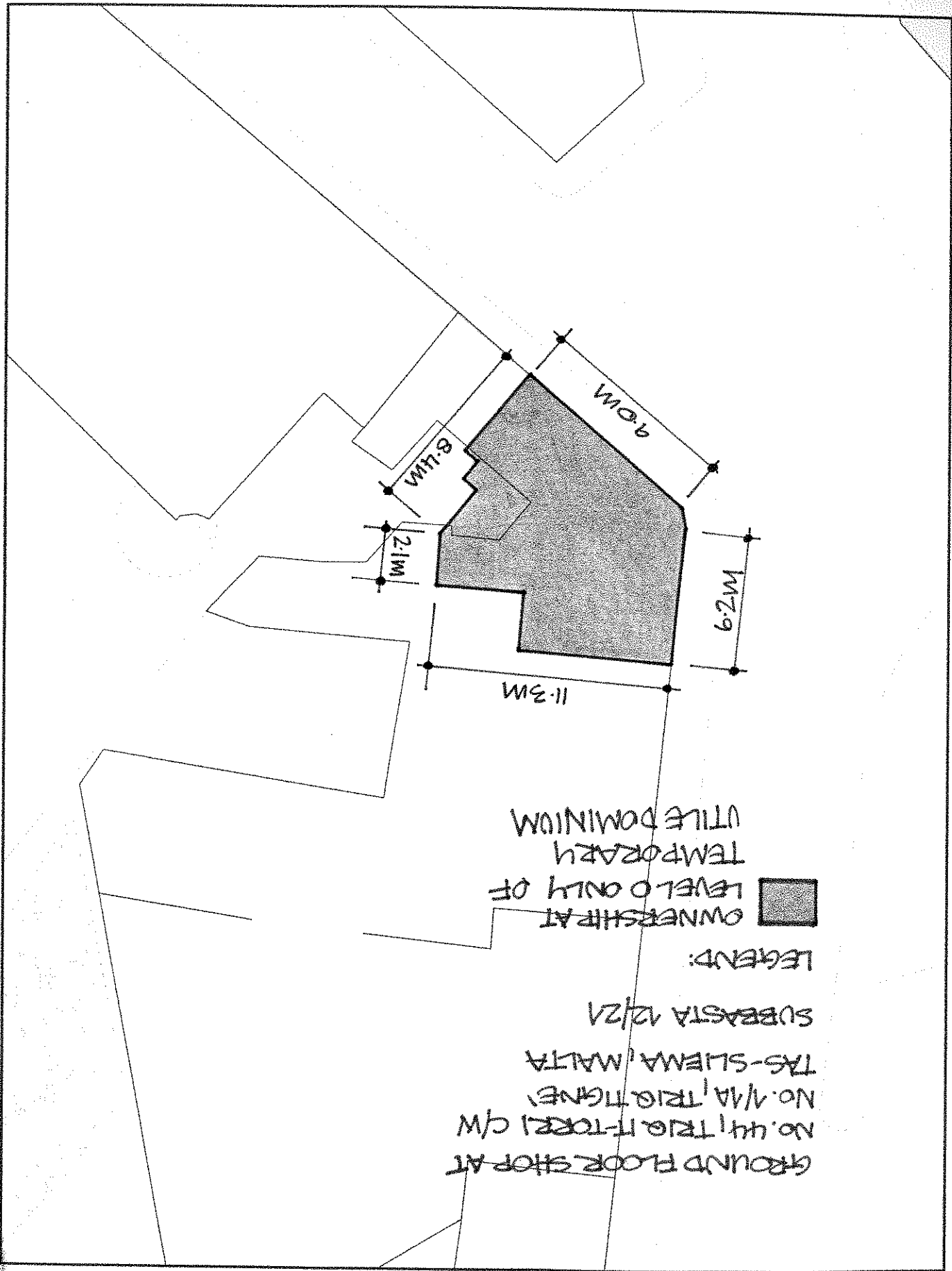
19/2/2013



GROUND FLOOR SHOP AT
NO. 44, TRIQ. ITTORI, C/W
NO. 1/4A, TRIQ. ITTORI
TAS-SLEMA, MALTA
SUBEASTA 12/21

OWNERSHIP AT LEVEL 0 ONLY OF 

TEMPORARY
UTILITY DOMINION



Scale 1:250



Scale 1:250



Agenzija ghar-Registrazzjoni tal-Artijiet
116, Casa Bolino, Triq il-Punent, Il-Bell Valletta

Pjanta tas

Land Registration Agency

Nru tal-Mappa: 212599 E

Posizzjoni Ċentrali: x = 55541
 Ċentru Koordinati: y = 74308

Part m m m S.S.
5474

Date: 11/05/2021

Qies (metri kwadri):
Area (square metres):

APPROX 103M2

Firma ta' l-Applikant:

Applicant's Signature:

Dritt imthalas
Fee Paid

~~LR 207921~~

Jevon Vella_architecture bureau

46, St Pius V Street, Sliema SLM 1421, Malta

T +356 21313163 | M +356 99841365 | info@jvab.pro | www.jvab.pro | warrant 385

Fl-Atti tas-Subbasta Nru. 12/2021

Belair Developments and Construction Limited

VS

Fashion Retailers Limited et

Re: Hanut bl-isem "Salsa"
(gja' "Wallis" gja' "Playlife" gja' "Benetton"),
Nru. 44. Triq it-Torri, kantuniera ma' nru. 1/1A, Triq Tignè,
Tas-Sliema, Malta

Ilum, 25 ta' Ġunju 2021

Nota ta' l-ispejjeż

Planimetrija	€ 3.00
Kopja tal-Permess PA 1987/04	€ 20.97
Registru ta' l-Artijiet	€ 6.00
Posta Registrata	€ 18.40
Kopji	€ 5.54
<hr/>	
Total	€ 53.91

Dott. Perit Jevon Vella

Jevon Vella
46
St Pius V Street
Sliema
SLM 1421
Malta

Cash Sale

11/05/2021

212599E

No of Copies	1
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Fee Per Site Plan	€6.00
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Total	€6.00

Land Registration Agency
116, Casa Bolino
Triq il-Punent
Il-Belt Valletta
VLT 1535

Tel: +356 21239777, 25904700

Email: enquirieslandregistry@gov.mtwww.landregistryplans.gov.mt

654



ecture bureau

421 Malta
365 | info@jvab.pro | www.jvab.pro | warrant 385

Triq Rodolfo
us-Sliema

Sliema
Tel: (+356) 21224421
EXO No: EX0947
VAT No: MT15114134
TII No: ---

SLM035747S 11 May 2021 12:14:40
USER: ACH249 - CHARMAINE CIAPPARA
Contact Name: CASH SALE CLIENT s Limited,
vat Number: NA

Sale Number: SLM0845541B struction Limited

Local Post

Weight: 0.012 kg 12/2021,
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30 lers Ltd et

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30 ments & Construction Limited

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30 lers Ltd et
ala expert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30
access fuq il-post tal-fond in kwistjoni, cjoe', il-hanut bin-

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30
l-isem 'Wallis', gja 'Playlife', gja 'Benetton', f' Triq it-Torri,
a' Mejju 2021 fl-10:00 am.

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30
iin proposti huma nkonvenjenti ghalikom, nitlobkom
aktar tard minn hames tijiem qabel id-data proposta.

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30
sienza), Ph.D (Sapienza), A&CE

Weight: 0.012 kg
Quantity:
Service: Letter
Price: 2.30
Stamps Affixed: N/A
Paid: E €2.30
bureau
SLM1421
S 99841365
HO

Weight: 0.012 kg

Stamps Affixed: N/A

Paid: E €2.30

Weight: 0.012 kg
Quantity: 1
Service: Letter
Price: 2.30
Stamps Affixed: N/A

Paid: E €2.30

Weight: 0.012 kg
Quantity: 1
Service: Letter
Price: 2.30
Stamps Affixed: N/A

Paid: E €2.30

Weight: 0.012 kg
Quantity: 1
Service: Letter
Price: 2.30
Stamps Affixed: N/A

Paid: E €2.30

Weight: 0.012 kg
Quantity: 1
Service: Letter
Price: 2.30
Stamps Affixed: N/A

Paid: E €2.30

Weight: 0.012 kg
Quantity: 1
Service: Letter
Price: 2.30
Stamps Affixed: N/A

Paid: E €2.30

Weight: 0.012 kg
Quantity: 1
Service: Letter
Price: 2.30
Stamps Affixed: N/A

Paid: E €2.30

Track & Trace Barcodes:

RR424562001MT
RR424562015MT
RR424561641MT
RP424561655MT
R424561669MT
RR424561607MT
RR424561615MT
RR424561638MT

Grand Total: €18.40

Total Tendered: 50.00
Cash Tendered: 50.00

Change: €31.60

VAT Analysis €

Full F 18%: 0.00
Reduced R 5%: 0.00
Exempt E 0%: 18.40
Non-Vatable NV 0%: 0.00

VAT Paid: €0.00

bhala esperti fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli

655

rel access fuq il-post tal-fond in kwistjoni, cjoè, il-hanut bin-
li bl-isem 'Wallis', gja 'Playlife', gja 'Benetton', f' Triq it-Torri,
26 ta' Mejju 2021 fl-10:00 am.

I-hin proposti huma nkonvenjenti ghalikom, nitlobkom
lux aktar tard minn hames tijiem qabel id-data proposta.

(Sapienza), Ph.D (Sapienza), A&CE

la
re bureau
Sigma SLM1421
M+396 99841365
jvab.pro

***SLM0845541**

SLM0845541B

This receipt is invalid
if the cheque is dishonoured
against Local Purchase Order

656



PLANNING AUTHORITY

St Francis Ravelin, Floriana, FRN 1230, Malta
www.pa.org.mt

Tel: (+356) 2290 0000
VAT No: MT 1281-6708

customercare@pa.org.mt
Exemption No: EXO 1188

Cash Sale

Name: Perit J. Vella
Address:

Cash Sale Number: 371542-4048-2
Date: 08 June 2021

VAT No.:

Item Description	Qty	Unit Price (excl VAT)	Net Amount (excl VAT)	VAT Amount	VAT Rate %
Copy of permit (digital) PA 1987/04	1	€4.66	€4.66	€0.00	0
Copy of plans (digital)	1	€11.65	€11.65	€0.00	0
Copy of report	1	€4.66	€4.66	€0.00	0

Payment Details:

BOV Debit / Credit Card

Cash Sale Status:

Settled

Total NET: €20.97
Total VAT: €0.00
Total: €20.97

Drawn up by
Connie Genuis

Receipt is not valid if payment is dishonoured.