

Today the eighth day of March of the year two thousand and eighteen.

Before me, Doctor of Laws Rachel Busuttill, a Notary Public in Malta, duly admitted and sworn, have personally appeared duly identified by me by means of the here in mentioned official documents according to Law:-

Of the First Part:

Hugo Chetcuti, in business, son of Francis and Wilhemina nee Spiteri, born in Bengazi, Libya on the seventh (7th) day of March of the year nineteen sixty six (1966) and residing in St Julians, holder of identity card numbered: one zero four four eight seven letter "M" (104487M), who is appearing hereon for and in representation of **Hugo's Hotel Limited** bearing company registration letter "C" number eight five, five six (C 8556), previously named 'Hotel Bernard Limited' and having its registered office at Hugo's Hotel, St George's Bay, St Julian's, Malta, as duly authorised to appear hereon in virtue of the Memorandum and Articles of Association of the said company; Hugo's Hotel Limited is hereinafter referred to as the "**Transferor**".

Of the Second part:

Luke Chetcuti (holder of Identity Card Number 595691M) in business, unmarried son of Hugo and Tanya nee Micallef, born in Zabbar on the 29/9/91 and residing in Saint Julians who is appearing hereon for and in representation of **HH Finance plc** bearing company registration letter "C" number eight four four six one (C 84461) and having its registered office at 2, St Georges Court A, St. Augustine Street, St Julians, Malta, as duly authorised to appear hereon in virtue of the Memorandum and Articles of Association of the said company; HH Finance plc is hereinafter referred to as the "**Transferee**".

(The Transferor and the Transferee are collectively hereinafter referred to as the "**Parties**").

Whereas the Transferor is the owner of the Property (as hereunder defined); and

Whereas the Transferee is desirous of acquiring, and the Transferor is desirous of transferring to the Transferee, the whole of the Property for a consideration of thirty five million Euro (€35,000,000); and

Whereas the Transferee is in the process of applying to the Malta Stock Exchange plc (a public limited liability company registered and incorporated under the Laws of Malta with

Act No.: 32

Sale

Enrolled:

12/3/18

Ins. No.:

5780/2018

DR. RACHEL BUSUTTILL, D.
NOTARY PUBLIC,
COMMISSIONER FOR OATHS
184 / 1 STRAIT STREET VALLETTA
99425505 21234695

company registration letter "C" number four two five two five (C 42525) and having its registered office situated at Garrison Chapel, Castille Place, Valletta VLT1063, Malta) for admission on the multilateral trading facility for small to medium sized companies (known as the 'Prospects MTF'), for the issue of five million Euro worth of unsecured bonds having a nominal value of one thousand Euro (€1,000) each, bearing an interest rate of five per cent (5%) per annum, and with a maturity date occurring in ten (10) years as from the end of the offer period of the said bonds (the bonds are hereinafter referred to as the "**Bonds**"); and

Whereas the Transferee is desirous of paying, and the Transferor accepts to receive, the consideration for the Property by means of two (2) instalments as hereinafter set forth.

Now therefore by virtue of this deed, the Transferor is hereby selling and transferring unto the Transferee, who accepts, purchases and acquires, the hotel together with its roof and overlying airspace, without official number and named 'Hugo's Hotel', in in Upper Saint Augustine Street, corner with Saint Rita Steps/Street, Saint George's Bay, **Saint Julians**.

Said hotel was constructed in part on the site previously occupied by a hotel which was previously named 'Hotel Bernard' in Upper Saint Augustine Street, corner with Saint Rita Steps/Street, Saint George's Bay, Saint Julians and in part in lieu of apartments which previously formed part of 'Saint George's Court Block B', in Upper Saint Augustine Street, Saint George's Bay, Saint Julians.

The hotel is bounded on the South/South West by Saint Rita Street/Steps, on the West by Upper Saint Augustine Street and on the West by an unnamed street which abuts onto Saint Rita Street/Steps and Saint George's Road.

The hotel is being sold with its basement level and underling subterranean of that part of the Hotel which starts from the ground floor level, which basement extends to beneath and underlies the hereunder mentioned 'Hugo's Pub' and 'Hugo's Burger' together with its relative underlying subterranean.

Said hotel in part overlies the hereunder mentioned commercial establishments, which are property of the Transferor, and which are expressly **EXCLUDED** from this sale namely:

1. The commercial establishment named 'Hugo's Burger Bar', on two levels, at ground and first floor level, with main entrance in Upper Saint Augustine Street; Saint Julians, bounded on the West by Upper Saint Augustine Street, on the East by the property being sold and on the South by the hereunder mentioned establishment named 'Hugo's Pub';

STAMPED AREA WITH Faint, illegible text and a grid pattern.

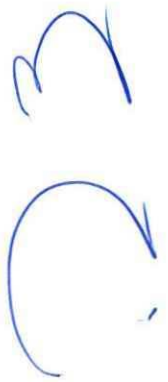
2. The commercial establishment without official number and named 'Hugo's Pub', in Upper Saint Augustine Street corner with Saint Rita Street/Steps, Saint Julians, bounded on the North in part by the above mentioned establishment named 'Hugo's Burger' and in part by the property being sold, on the South by Saint Rita Street/Steps and East by and the foundations of the unnamed street/steps which abut onto Saint George's Road and Saint Rita Street/Steps.

3. The commercial establishment without official number and named 'Bacco's Stick and Sum', in Saint Rita Street/Steps corner with Upper Saint Augustine Street, Saint Julians, bounded on the North in part by the above mentioned establishment named 'Hugo's Burger' and in part by the property being sold, on the South by Saint Rita Street/Steps and East by the foundations of the unnamed street/steps which abut onto Saint George's Road and Saint Rita Street/Steps. Said property overlies the above mentioned 'Hugo's Pub' and underlies in part the hotel being sold and in part the hereunder mentioned commercial establishment named 'Hugo's Middle East'.

4. The commercial establishment without official number and named 'Hugo's Middle East', in an unnamed street, which is made up of steps, which abuts, on one side, onto Saint George's Road and on the other side onto Saint Rita Street/Steps, corner with Saint Rita Street/Steps, Saint Julians, bounded on the North in part by the hereunder mentioned commercial establishment named 'Hugo's Pizza/Pasta', on the East by the said unnamed road/steps and on the South by Saint Rita Street/Steps. This commercial establishment overlies the above mentioned Bacco's Stick and Sum and underlies the hereunder mentioned 'Hugo's Pizza/Pasta'.

5. The commercial establishment without official number and named 'Hugo's Pizza/Pasta' in an unnamed street, which is made up of steps, which abuts on one side, onto Saint George's Road and on the other side onto Saint Rita Street/Steps, corner with Saint Rita Street/Steps, Saint Julians, and which commercial tenement overlooks the said two streets, Said commercial establishment is bounded on the South by Saint Rita Street/Steps on the East by the unnamed street/steps which abut onto Saint George's Road and Saint Rita Street/Steps and on the West in part by the hotel being sold and in part by property the hereunder mentioned two store rooms. Said commercial establishment overlies the above mentioned 'Hugo's Middle East' and underlies the hotel being sold.

6. The two stores without name and number, with their underlying basement and subterranean both adjacent to the above mentioned Hugo's Pizza/Pasta, both are accessible from Saint George's Road, Saint Julians, and are bounded together since they are contiguous, on the North by the hotel being sold, on the



South by Hugo's Pizza/Pasta and on the east by Saint George's Road;

7. The Lift shaft with its entrance and hallway and with all its equipment, accessible from Saint George's Road, starting from one floor above street level down to the level of the commercial establishments mentioned above, bounded on the north by the property being sold, on the East by Saint George's Road and on the South and West by property of the Transferor, which is specifically being excluded from this sale;

8. The tenement owned by Brian Zammit or his assignees as described in the deed in my records of the twelfth day of August of the year two thousand and fifteen (12/8/2015) together with all servitudes which it may enjoy over the property being sold, as resulting from the said deed. The property which belongs to Brian Zammit or his assignee was developed and constructed on an airspace situated between the eleventh (11th) stone course beneath street level when measured from said street up to the twenty third (23rd) stone course above street level, also when measured from the street, without number and name in Upper Saint Augustine Street, Saint Julians, which property is bounded on the West by the Street and on the South by property of the Transferor and on the North in part by property of family Patinott and in part by property of the Transferor Said property has a clear frontage of twenty six (26) feet

The Transferor, with the acceptance of the Transferee, for himself and his successor's in title is reserving in its favour and in favour of his successor's in title, the real perpetual and uninterrupted right to install and maintain and the right of access thereto for the purpose of carrying out works of installation, maintenance and repair, after reasonable prior notification is given, in that part of the property being sold which has been constructed for the purpose of housing the services of the same hotel, all services necessary for the running of the underlying commercial establishments, better described above and excluded from this sale. For all intents and purposes, these services are presently situated beneath the pool of the hotel being sold and in the basement of the said hotel being sold. The Transferor, with the acceptance of the Transferee reserves the right to substitute and add to these services and to move them to another location within the hotel being sold, to an area suitable for the housing of same.

The said hotel is being transferred in a semi-finished state, 'tale quale' inclusive of goodwill if any, hereinafter referred to as the "**Property**".

Save as otherwise stated in this deed, the Property is being sold as free and unencumbered, with all its rights and appurtenances, free from any burdens, servitudes, hypothecs and privileges and free from any rights whether real or personal in favour of any person or other property, with free and vacant possession, free from any requisition or expropriation orders.



Reference is made to the pending court case in the Appeals Court (Superior Jurisdiction) in the names Olive Gardens Investments Limited vs Hugo's Hotel Limited et Case number two one zero stroke two thousand and fourteen stroke one relating to *"all residual rights which it possesses and owns in the above mentioned two blocks of flats respectively named "Saint George's Court Block A" and "St. George's Block B" as well as in the land on which the said flats were constructed originally known as "Il-Hofra ta' San Gorg" (following the sales mentioned above), in Upper Saint Augustine Street, St. George's Bay, Saint Julians which residual rights include but are not limited to: the airspace overlying the aforementioned "Saint George's Court Block A" and "Saint George's Block B" outlined and marked in the colour yellow with black intermittent lines, on the attached plan marked as Document letter "X" which airspace directly overlies:*

- *the flat at third floor level internally numbered seven of the said Block B; and*
- *the flat at third floor level internally numbered eight of the said Block B;*
- *the flat at third floor level internally numbered eight of Block A; and*
- *part of the flat at third floor level internally numbered seven of the said Block A; The room and other amenities pertaining to Flat 7A as better described in the contract published by Notary Doctor Joseph Brincat of the thirtieth day of January of the year nineteen hundred and seventy six (30/01/1976) and which room and other amenities are outlined in blue and marked with the letter Z and grey and marked with the letter Y on the plan which is attached to the deed and marked with the letter "X", are excluded from the sale. The airspace over the said rooms/areas outlined in blue and marked with the letter Z and grey and marked with the letter Y on the plan which is attached to the deed and marked with the letter "X" are being sold and transferred by the Vendor unto the Purchaser who accepts" wherein the plaintiffs are demanding that the above-mentioned residual rights have been fraudulently transferred and the Transferor is rejecting such claims. The Transferee declares to be fully aware of the Court case and renounces to any warranty for peaceful possession in respect of the said residual rights. The rights of the Transferor in the said Court case are hereby assigned to the Transferee together with the aforementioned sale of the Property.*

This sale is being made and concluded under the following terms and conditions:-

1. In consideration of the price of thirty five million Euro (€35,000,000) (the **"Purchase Price"**), which shall be paid as follows:



(a) the sum of four million eight hundred and seventy five thousand Euro (€4,875,000) shall be paid by not later than the fifteenth (15th) day of the month of April of the year two thousand and eighteen (2018);

(b) the remaining balance of the Purchase Price (together with interest accrued thereon as provided hereunder) shall be paid upon the lapse of ninety (90) days from the thirtieth (30th) January of the year two thousand and twenty eight (2028).

The Transferee shall be bound to pay interest at the rate of four per cent (4%) per annum calculated on the outstanding balance of the Purchase Price: Provided that interest shall start to accrue as from the thirtieth (30th) January of the year two thousand and nineteen (2019).

The Parties hereby agree that the repayment of the balance of the Purchase Price and interest thereon shall be paid after, and subject to, the repayment by the Transferee of the interest and capital due to the investors holding the Bonds.

The Parties hereby acknowledge a debt of thirty five million Euro (€35,000,000) of the Transferee in favour of the Transferor as of the date hereof. Whereas, in accordance with Article 2010(c) of the Civil Code (Chapter sixteen (16) of the Laws of Malta), the Transferor is entitled to a special privilege for the whole or the residue of the price, stipulated in the deed of sale, in accordance with article 1996A of the Civil Code, the Transferor hereby waives the special privilege competent to it over the Property in respect of any outstanding amount from the Purchase Price due to it by the Transferee, which accepts and acknowledges such waiver.

The Parties further acknowledge that any debt due by the Transferee to the Transferor in terms of this deed shall be subordinated to the debts due by the Transferee to the holders of the Bonds, which debts shall include the principal amount of each Bond as well as any interest accrued thereon.

2. The Property is being sold *tale quale* in its present state and condition. The Transferee hereby declares that such state and condition is satisfactory to it. The Transferor hereby warrants that the items installed on the Property as of the date hereof are in a good condition.

3. The Transferor hereby declares and guarantees in favour of the Transferee, which accepts, that:

- i. The title of the Transferor over the Property, as described above, is a good and certain title.
- ii. The Property is constructed in accordance to law and in accordance with all the necessary permits, including building



and sanitary permits and in compliance with all the plans approved by the competent authorities.

iii. All architect fees, building permit fees, road and drainage contributions, and all fees and expenses of the contractors and suppliers for the construction and completion of the Property as of the date hereof have been paid in full and that no claims for payment may be brought against the Transferee and the Transferor agrees to hold the Transferee fully indemnified against any claims by any such person in relation to the Property.

iv. The Property is not subject to any pending or threatened legal disputes or to any claims or pretensions made by third parties.

v. All services provided to the Property, including water and electricity services, have been paid in full by the Transferor up to today. The Transferor is hereby binding itself to transfer the said services into the name of the Transferee as paid in full.

vi. The Property does not include any structural defects.

vii. There shall be no obligation whatsoever on the Transferee to pay compensation for party walls and that any relative compensation to be paid shall remain solely the expense of the Transferor.

4. The Transferor is hereby assigning, as an integral part of the sale of the Property and for no extra consideration, any and all development permits pertaining to the Property.

5. This notarial deed of sale is governed by the laws of Malta.

6. All fees and expenses relative to this deed of sale, the registration and cancellation of hypothecs and privileges contemplated in this deed, notarial fees and Duty on Documents and other Transfers shall be borne by the Transferee. Capital Gains Tax shall be paid by the Transferor.

For the purposes of the Duty on Documents and Transfers Act (Chapter three hundred and sixty four (364) of the laws of Malta), it is being declared that:

The Transferor acquired the Property or parts thereof by onerous title as follows:

a. from Green Dolphin Co. Limited:

- the hotel named 'Green Dolphin' and renamed 'Hotel Bernard', built on a site known as 'Il-Hofra ta' San Gorg' in Saint George's Bay, Saint Julians, as exempt from the payment of its share of an annual and perpetual ground rent, burdening the whole land 'Il-Hofra ta' San Gorg'; and

- a plot of land measuring one hundred and seventy five point six, four, four square metres (175.644sq/m), bounded on the west by the Green Dolphin Hotel as subject to an annual and perpetual ground rent indicated in the deed, inclusive of any right over a side curtilage on a side alley;

by virtue of a deed in the records of Notary Victor John Bisazza of the seventeenth (17th) day of December one thousand nine hundred and ninety one (1991);

b. from Major Philip Morris and his wife Eva Mary Morris the flat numbered two (2) in Block B, Saint George's Court, in Saint George's Bay, Saint Julians, as subject to an annual and perpetual sub ground rent of twenty maltese liri (Lm20), together with an undivided share of the common parts of Block B, by virtue of a deed in the records of Notary John Victor Bisazza of the eleventh (11th) day of September of the year nineteen hundred and ninety five (1995);

c. from Saint George's Bay Hotel Limited the house marked with the official number eighty nine (89), known as Acqua House, formerly Cosaline House in Saint George's Road, Saint Julians, free and unencumbered with all its rights and appurtenances, by virtue of a deed in the records of Notary John Victor Bisazza of the fifth (5th) day of May of the year two thousand (2000);

d. from Irene Aurora sive Aurora Sciortino and Adriana Maria Zarb Adami the flat numbered four (4) and forming part of Block B, Saint George's Court, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the twenty sixth (26th) day of July of the year two thousand and ten (2010) (Ins. 11934/10);

e. from Digitech Company Limited, the flat numbered eight (8) and forming part of Block B, Saint George's Court, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty eight cents (€46.58), by virtue of a deed in my records of the nineteenth (19th) day of July of the year two thousand and twelve (2012) (Ins. 12677/12);

f. from Joseph Xuereb, the flat numbered three (3) and forming part of Block B, Saint George's Court, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the ninth (9th) day of November of the year two thousand and twelve (2012) (Ins. 18927/12);

g. from Godfrey Galea and his wife Mary Galea the flat numbered six (3) and forming part of Block B, Saint George's Court, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the twenty fourth (24th) day of November of the year two thousand and twelve (2012) (Ins. 20154/12);

h. from Notary Doctor Anthony Gatt and his wife Therese Gatt Galea the flat numbered five (3) and forming part of Block B, Saint George's Court, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the thirty first (31st) day of July of the year two thousand and thirteen (2013) (Ins. 12178/13);

i. from Marcus Development Company Limited:

i. all residual rights which it possessed and owned over 'Saint George's Court Block A and Block B', in Saint Augustine Street, Saint Julians and the land known as 'Il-Hofra ta' San Gorg', on

which said flats were constructed, which rights included but were not limited to:

- the airspace overlying 'Saint George's Court Block A and Block B';
 - Flats seven (7) and eight (8), Saint George's Court Block B;
 - Flat eight (8), part of flat seven (7) together with airspace overlying the room and amenities pertaining to Flat seven, Saint George's Court Block A;
- ii. The direct dominium and the relative annual and perpetual ground rent of €46.59 burdening each of:
- Flat one (1), Flat three (3), eight (8), four (4), two (2), five (5) and six (6) Saint George's Court Block A.

- Flat seven (7), four (4), six (6), eight (8), three (3), five (5), one (1) and two (2) Saint George's Court Block B.

- iii. The direct dominium and the relative annual and perpetual ground rent of sixty seven Euro and fifty five cents (€66.55) burdening flat seven letter A, Saint George's Court Block A.

- by virtue of a deed in my records of the thirtieth (30th) day of July of the year two thousand and thirteen (2013) (Ins.12598/13); In this deed, it was declared that:

A. In virtue of a deed published in the records of Notary Francis Micallef of the twentieth day of January of the year nineteen hundred and sixty nine (20/1/1969) Marcus Development Company Limited had purchased a plot of land known as "Il-Hofra ta' San Gorg" in Saint George's Bay, in the limits of Saint Julians measuring approximately three hundred (300) square canes, equivalent to one thousand three hundred and seventeen point three (1317.3) square metres including the building erected thereon consisting of sixteen (16) apartments still in course of construction with all their accessories and amenities, bounded such land on the North by the Coast Road, on the South by Saint Rita Street and on the West by a strip of land expropriated by the Government for the formation of the road, previously the property of Saint George's Bay Hotel Limited and on the East partly by a land and partly by property of third parties. The land and apartments thereon, were sold as subject to an annual and perpetual ground rent of four hundred and thirty six Euro and seventy six cents (€436.76) equivalent to one hundred and eighty seven Maltese liri and fifty cents (Lm187.50) which were imposed by virtue of the original deeds of perpetual emphyteusis referred to in preamble C below;

B. Subsequently, and in virtue of a deed published in the records of Notary Francis Micallef of the twenty fifth day of April of the year nineteen hundred and sixty nine (25/4/1969), Marcus Development Company Limited sold ninety four point five (94.5) square canes, equivalent to four hundred and fourteen point ninety five (414.95) square metres, of land forming part of the lands called "Il-Hofra ta' San Gorg", acquired by Marcus Development Company Limited in virtue of the deed mentioned in paragraph A above, bounded on the North by property of Marcus Development Company Limited on the South by Saint Rita Street and on the West by a proposed square. Said land was

sold as exempt from the payment of its share of the annual and perpetual ground rent referred to in preamble A above.

C. In the original deeds of perpetual emphyteusis published in the records of Notary Mario Bonello of the twenty seventh day of July of the year nineteen hundred and sixty six (7/7/1966) and Notary Francis Micallef of the nineteenth August nineteen hundred and sixty six (19/8/1966), the said original annual and perpetual ground rent of thirty one Maltese liri and twenty five cents (Lm31.25) and one hundred and fifty six Maltese liri and twenty five cents (Lm156.25) together amounting to one hundred and eighty seven Maltese liri and fifty cents (Lm187.50) which is equivalent to four hundred and thirty six Euro and seventy six cents (€436.76) was imposed as subject to the obligation to redeem the said annual and perpetual ground rent from the direct owners within ten years from its imposition.

D. Marcus Development Company Limited subsequently redeemed:

i. the annual and perpetual ground rent of thirty one Maltese liri and twenty five cent (Lm31.25) which burdened one sixth (1/6) undivided share of the land and this in virtue of a deed published in the records of Notary Francis Micallef of the twenty fourth November nineteen hundred and sixty nine (24/11/1969); and

ii. the annual and perpetual ground rent of one hundred and fifty six Maltese liri and twenty five cent (Lm156.25) which burdened five sixth (5/6) undivided share of the said land and this in virtue of a deed in the records of Notary George Bonello Du Puis of the seventh September nineteen hundred and seventy six (7/9/1976).

j. from D.M.S Limited the flat numbered eight forming part of Saint George's Court Block A, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the twelfth (12th) day of March of the year two thousand and fourteen (2014) (Ins. 5241/14);

k. from Carmel sive Charles Bartolo and Grace Bartolo the flat numbered six (6), Saint George's Court Block A, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the twelfth (12th) day of March of the year two thousand and fourteen (2014) (Ins. 5243/14);

l. from Albert Zammit the flat numbered two (2), Saint George's Court Block A, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the twelfth (12th) day of March of the year two thousand and fourteen (2014);

m. from Romeo Camilleri and his wife Ann Camilleri the flat numbered four (4), Saint George's Court Block A, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the fifth (5th) day of May of the year two thousand and fourteen (2014) (Ins. 8047/14);

n. from Vittoria (Victoria) Carmela Cini and Maria Cini also known as Maria Biavati the flat numbered seven (7), Saint George's Court Block B, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the seventeenth (17th) day of December of the year two thousand and fourteen (2014) (Ins. 23719/2014);

o. from Brian Zammit the flat numbered one (7), Saint George's Court Block B, Saint Augustine Street, Saint Julians, as subject to an annual and perpetual ground rent of forty six Euro and fifty nine cents (€46.59), by virtue of a deed in my records of the twelfth (12th) day of August of the year two thousand and fifteen (2015) (Ins. 17145/2015); By virtue of this same contract, the Transferor assigned a divided airspace to the said Brian Zammit, which was previously occupied by the flat purchased above, as better described within this contract.

p. From Charles Grech Mallia, the tenements numbered eighty nine (89), ninety (90), ninety one (91) and ninety two (92), in Saint George's Road, Saint George's Bay, Paceville, limits of Saint Julians, with their overlying airspace and underlying land, by virtue of a deed in my records of the twenty third day of March of the year two thousand and seventeen.

For the purposes of article 5(9) of the Income Tax Act (Chapter one hundred and twenty three (123) of the laws of Malta), no loss or gain is deemed to have arisen from the transfer of the Property under this deed, in view that the Transferor and the Transferee are deemed to be a group of companies for the purposes of article sixteen (16) of the Income Tax Act.

For this reason, and for the purposes of the Duty on Documents and Transfers Act of the year one thousand nine hundred and ninety-three (1993), it is being hereby declared that the Transferee has been exempted from the payment of duty on documents in Accordance with Section thirty two subsection six [Section 32(6)] of the Duty on Documents and Transfers Act as is also evidenced from the letter of exemption which have been issued by the Inland Revenue Department hereby attached and marked as Document letters 'A'.

For the purposes of the Income Tax (Amendment) Act of the year one thousand nine hundred and ninety-three (1993), regarding Capital Gains Tax, it is to be declared that no capital gins tax shall be collected from the Transferor since the Section five subsection nine [Section 5(9)] and Section five letter A subsection 4 letter f (Section 5A (4)(f) of the Income Tax Act apply to the vendor.

For the purposes of the Immovable Property (Acquisition by non-residents) Act (Chapter two hundred and forty six (246) of the laws of Malta), the Transferee declares that it qualifies in such a way as not to require a permit for the acquisition of immovable property by non-residents in view of the fact that:

- a. not less than seventy-five percent (75%) of the shareholding in the said Transferee; and
- b. not less than seventy-five percent (75%) of the controlling shares of the Transferee

belong to European Union citizens who have resided continuously in Malta for at least five (5) years during their lifetime; and

- c. all directors are also European Union citizens 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 Notarial Profession and Notarial Archives (Chapter Fifty-Five (55) of the laws of Malta) and of Legal Notice Three Hundred and Fifty-Five (355) of the year two thousand and twelve (2012) entitled 'Examination of Title Regulation', the Transferee hereby declares to be exempting the undersigned Notary to provide to it a written report on the title of the Property herein transferred. This declaration is being made after I the undersigned Notary explained and warned the Transferee of the importance and consequence of such exemption, according to Law.

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 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 a declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration.

For the purposes of the Prevention of Money Laundering Act (Chapter three hundred and seventy three (373) of the laws of Malta), the Transferee declares that the funds used for all payments made on this deed do not derive from an illegal or criminal activity but they are the fruits of a legal and legitimate activity. The Transferor declares that the funds used to purchase the property being sold hereon and for all payments made on this deed do not derive from an illegal or criminal activity but are the fruits of a legal and legitimate activity. Moreover, the Parties declare that they are not politically exposed persons. These declarations are being made by the parties after I the undersigned Notary have duly warned them of the importance of the truthfulness of such declarations.



Done, published and executed after appearers have been duly informed of the import hereof according to the law in Malta, Gzira, Saint George's Road, number twenty seven (27).

Signed: Hugo Chetcuti
Luke Chetcuti
Dr Rachel Busuttill
Notary Public, Malta



DR RACHEL BUSUTTILL LL.B
NOTARY PUBLIC
COMMISSIONER FOR OATHS
184/1 STRAIT STREET VALLETTA
99425505 21234695

DR. HARVEY KARPIS
MURDER OF EDWARD BREMER
COMMUNIST PARTY FOR AMERICA
7841 STREET STREET
CHICAGO ILLINOIS 60630