

Agreement

between

Authority for Transport in Malta

and

the Government of Malta and the European Asylum Support Office

Office Lease Agreement



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Lease agreement entered into between:

On the first part:

██████████ Chairman, holder of Maltese Identity Card number ██████████ who is appearing hereon for and on behalf of the Authority for Transport in Malta, a body corporate duly constituted, formed and established by the Authority for Transport in Malta Act and having its registered office at Malta Transport Centre, Xatt l-Ghassara tal-Gheneb, Marsa, as duly authorised for the purpose by means of a Board Resolution in accordance to the provisions of the said Act attached as Annex "1", hereinafter referred to as the Lessor;

On the second part:

██████████ Permanent Secretary in the Ministry for Justice and Home Affairs, holder of Maltese Identity Card number ██████████ who is appearing hereon for and on behalf of the Government of Malta, as duly authorised by the attached Annex "2", hereinafter referred as the Government"; and

On the third part

██████████ DG Home Affairs, European Commission, holder of Belgian Identity Card number ██████████ who, in agreement with ██████████ the European Asylum Support Office, holder of Dutch Passport number ██████████ is appearing hereon for and on behalf of the European Asylum Support Office, a European Union Agency duly constituted and formed according to Regulation (EU) No. 439/2010 of the European Parliament and of the Council of 19 May 2010 (OJ L 132, 25.5.2010, p.11) attached as Annex "3" and having its office at Block A, of the Malta Transport Centre in Xatt L-Ghassara tal-Gheneb, Marsa, in Valletta Harbour, Malta, hereinafter referred to as the Lessee.

In pursuance with the SEAT Agreement signed between the Government of Malta and the European Asylum Support Office on the 24th of May, 2011, the parties to this lease agreement premise that:

- i. The Authority for Transport in Malta is a body corporate established by law whose members are appointed by the Minister responsible for transport and is subject to the policy determinations made by such Minister from time to time; and
- ii. The Government has directed the Authority for Transport in Malta to enter into this deed for the purpose of providing the leased premises to the European Asylum Support Office.

For all intents and purposes, the parties to this agreement declare, accept and bind themselves by, the following:

- i. the leased premises shall be leased to the Lessee but for the first three (3) years of the Lease Period, the Rent, Maintenance Costs and the Deposit specified in sections 3.01, 3.02, 3.03 and 3.06 of this agreement in respect of Levels One, Two and Three (1, 2 and 3) shall be paid to the Lessor by

the Government in lieu of the Lessee; whereas the rent in respect of Level Zero (0) shall be paid by the Lessee;

- ii. throughout the whole duration of this agreement, the European Asylum Support Office will be using the leased premises specified in Article II as their offices according to section 4.01 of this agreement and shall be bound by all the rules, terms, provisions and conditions of this agreement;
- iii. after the first three (3) years of duration of the Lease Period, the Rent and Maintenance Costs specified in sections 3.01, 3.02 and 3.03 of this agreement shall be paid by the Lessee.

ARTICLE I GENERAL PROVISIONS

Section 1.01: Definitions

- Agreement:** means this lease agreement over the leased premises;
- Area of leased premises:** means the area of the leased premises described in section 2.01 of this agreement forming part of the building;
- Building:** means the Malta Transport Centre located at Xatt l-Ghassara tal-Gheneb, Marsa;
- Commencement date:** means the date when this agreement starts; and includes the commencement dates of the further periods of extension of this agreement;
- Common areas:** means those areas shaded in green in Annex "4" forming part of the building and includes all the area, space, improvements and equipment in the building and which are designated from time to time by Lessor for the common use of, enjoyment by, and benefit to, all the occupants of the building and which are not assigned or transferred exclusively under any title to, or intended to be used exclusively by, one or more occupants.

The common areas shall include, but not limited to, any and all:

- i. corridors, aisles, passages and hallways, interior and exterior stairways;
- ii. entrances and exits to the foregoing;
- iii. retaining walls;

- iv. delivery passages;
- v. paving;
- vi. identification signs;
- vii. directional signs;
- viii. water, sanitary sewer, storm sewer, plumbing, electric and other utility lines;
- ix. lighting facilities;
- x. lifts, sprinkler and fire protection systems;
- xi. fire hydrants and fire lines;
- xii. communications equipment;
- xiii. electronic intrusion and fire control equipment;
- xiv. telephone alert equipment;
- xv. skylights;
- xvi. HVAC units;
- xvii. ducts, chases and conduits;
- xviii. sanitary facilities;
- xix. the facilities appurtenant to each and all of the foregoing;
- xx. all other facilities and service areas for common use within the building; and
- xxi. shall also include such improvements and facilities as may from time to time be constructed, added, changed, altered or modified to the building, which improvements and facilities are designated for the common use of all occupants.

Controller of personal data: shall have the same meaning as assigned to it by the Data Protection Act;¹

Data Protection Commissioner: shall have the same meaning as assigned to the word 'Commissioner' by the Data Protection Act;

¹ Act XXVI of 2001.

Essential service points:	means the provision of electricity, water, data and communication points in the leased premises to which the Lessee can connect in order to distribute within the leased premises;
Extraordinary repairs:	means repairs to walls, ceilings and vaults, the replacing of beams and the entire renewal of the roof, staircase and pavement; and includes repairs, replacing and renewal to and of the aluminium and glass of the exterior windows and railing of the leased premises;
Lease period:	means the duration of this agreement as described in section 2.02 of this agreement;
Lease year:	means a period of twelve (12) calendar months. The first lease year shall begin on the commencement date. The second lease year shall commence on the first anniversary of the commencement date, and so forth.
Leased premises:	means those premises described in section 2.01 of this agreement forming part of the building;
Lessee:	includes all the personnel employed by the Lessee and its representatives duly appointed to act in its name and on its behalf as well as its successors; but does not include its agents, contractors, partners, customers, visitors and guests;
Lessor:	includes all those personnel employed by the Lessor and its representatives duly appointed to act in its name and on its behalf; but does not include its agents, contractors, partners, customers, visitors and guests;
Maintenance costs:	means the amount laid down in section 3.03 of this agreement;
Office block:	means that block of the Malta Transport Centre within which the leased premises are situated;
Ordinary repairs:	means all those repairs not being extraordinary repairs;
Parties:	means the parties to this agreement; and the word "party" shall be construed accordingly;
Personnel:	means all the persons employed by the parties, including, but not limited to, the directors, managers, staff and other employees;
Personal data:	shall have the same meaning as assigned to it by the Data Protection Act;
Processing of	shall have the same meaning as assigned to it by the

personal data: Data Protection Act;

Rent: means the rent payable for the leased premises as described in section 3.02 of this agreement;

Sole permitted use of the leased premises: as described in section 4.01 of this agreement;

Termination date: means the date when this agreement expires; and includes the termination dates of the further periods of extension of this agreement;

Total rent means the amount of rent and maintenance costs described in section 3.01 of this agreement.

Section 1.02: Documents attached

The following documents are attached to this agreement and are deemed to be an integral part thereof:

Annex "1": Extract from the Authority for Transport in Malta Act and Board Resolution

Annex "2": Authorisation of Government of Malta

Annex "3": Regulation (EU) No. 439/2010

Annex "4": Plans of the Malta Transport Centre

ARTICLE II GRANT AND DURATION

Section 2.01: Grant of the leased premises

In consideration of the rents, covenants and agreements set forth herein, the Lessor accepts to lease and transfer under the title of lease to the Lessee, who under the same title accepts and leases out from the Lessor, the leased premises being Office Block A comprising of Levels Zero, One, Two and Three (0, 1, 2 and 3), of approximately:

- i. three thousand, one hundred and fifty nine point eighty-eight square metres (3,159.88m²) internal office space; and
- ii. five hundred and seventy point forty-six square metres (570.46 m²) of external areas, which areas are not deemed to be internal office space, inside the Office Block;

both areas described above shaded in red and blue respectively in the attached plans to this agreement.²

The **TOTAL AREA** of the leased premises is approximately three thousand, seven hundred and thirty point thirty-four square metres (3,730.34m²).

Section 2.02: Grant of parking spaces

In consideration of the rents, covenants and agreements set forth herein, the Lessor accepts to lease and transfer under the title of lease to the Lessee, who under the same title accepts and leases out from the Lessor, twenty-eight (28) parking spaces in the garage situated at Level -1 of the building. These parking spaces shall be designated by the lessor for the exclusive use by the Lessee throughout the duration of this agreement.

Additional car park spaces may be made available upon a request by the Lessee. Such additional spaces shall be at a cost to be determined and agreed upon between the Lessor and the Lessee for each car park space at the time of the request and is subject at all times to availability.

The Lessor is under no obligation to accede to or entertain the request by the Lessee for additional car park spaces and may refuse such request at its sole discretion without attaching any reason thereto.

Section 2.03: Commencement, duration and extension

This agreement shall commence on the 19th of June of two thousand and eleven (18-06-2011) and shall terminate on the 18th of June of two thousand and twenty (17-06-2020).

Subject to the provisions of section 11.02, the said lease period may be extended by the parties by mutual consent for further periods of three (3) years each.

Section 2.04: Condition of the leased premises

The leased premises are being transferred in a finished state with essential services points being provided.

The Lessee acknowledges that it has thoroughly inspected the leased premises and accepts them in a *talé quale* ("as is") condition.

The Lessor shall not be required to make any alterations, improvements, or day-to-day or ordinary repairs to the leased premises at any time.

² Annex "4".

Section 2.05: Use of additional areas

The Lessee's use and occupation of the leased premises shall include the use and enjoyment, together with others, of the common areas and other facilities as the Lessor may designate from time to time.

Such use shall be subject to the rules, terms, provisions and conditions of this agreement and to all those reasonable rules, regulations, terms and conditions for the use thereof as the Lessor may prescribe from time to time.

Section 2.06: Commencement of Lessee's obligations

The lease period and the Lessee's obligation to pay the rent payable shall commence as of the commencement date.

Section 2.07: Cooperation

The parties to this agreement undertake to cooperate fully with each other at all times.

All three parties shall appoint persons as their representatives who shall act as and be available at all times as their respective contact persons. The name and details of such contact persons and of any changes thereto shall be communicated to each other.

All three parties shall provide each other with 24/7 contact numbers and immediately notify any change in them.

Section 2.08: Warranty and reservation of right to assign this agreement and to transfer the leased premises to the Government

The Government and the Lessor warrant that the Lessor has the right to lease the leased premises in accordance with the provisions of the Authority for Transport in Malta Act.

The Lessor reserves the right to transfer this agreement in whole or in part to the Government.

Furthermore, the Lessor reserves the right to transfer the leased premises to the Government, either by renouncing to the administration thereof in favour of the Government, or in any other manner at any time during the Lease Period; in which case, the Government shall, as from the date of such transfer notified to the Lessee, assume all the rights and obligations of the Lessor under this agreement without the need of any further consent by the Lessee.

**ARTICLE III
RENT AND MAINTENANCE COSTS**

Section 3.01: Total rent payable for the leased premises

The **TOTAL RENT** payable for the leased premises shall be at [redacted] per square metre [redacted] ~~per annum~~ excluding Value Added Tax (VAT) calculated on the total area of the leased premises. Such total rent is divided into rent and maintenance costs and is subject to the provisions of the following two sections

Section 3.02: ~~per annum~~ ^{per annum} [redacted] per square metre [redacted] ^{m²} per month [redacted] ed premises

The rent shall be at one hundred and forty Euros per square metre [redacted] shall be at one hundred and forty Euros per square metre [redacted] including Value Added Tax (VAT)³ calculated on the total area of the leased premises. The rent shall be revised according to the fluctuations in the market rents at the beginning of every third (3rd) year.

If this agreement is renewed or extended in order to remain in force beyond the period of nine (9) years stipulated in section 2.03 the Lessor shall upon the expiry of the said period of nine (9) years have the right to carry out a complete rent review in order to update the rent according to market considerations due account being taken of the value of the property and of market rents at that time.

Likewise, the Lessee shall have the right to seek independent advice on the lease terms and conditions in order to establish whether this review reflects fair market conditions.

Within the third year of the agreement and no later than mid 2013, the Lessee will carry out a detailed prospection of the market of comparable office blocks in Valletta Harbour by way of ensuring that the lease terms and conditions reflect fair market conditions. Should the Lessor deem it appropriate, the detailed prospection will be carried out in conjunction with the Lessee. If the lease terms and conditions do not reflect fair market conditions the lease costs shall be discussed with the possibility of being re-negotiated.

Section 3.03: Maintenance costs for the leased premises

Subject to the provisions hereunder, the Lessee is also bound to pay a share of the maintenance costs for the leased premises. Such costs shall be at [redacted] per square metre [redacted] ~~per annum~~ excluding VAT⁴ calculated on the total area of the leased premises.

The maintenance costs shall constitute all those costs, charges and expenses incurred by the Lessor in effecting maintenance services to the leased premises.

³ The Support Office is exempt from VAT in accordance with Article 7 of the Seat Agreement, on the fiscal and customs treatment of the Support Office.

⁴ The Support Office is exempt from VAT in accordance with Article 7 of the Seat Agreement, on the fiscal and customs treatment of the Support Office.

The Lessor may from time to time, by giving a written notice to the Lessee, adjust such payment based on the real costs of the maintenance services and the Lessee agrees to pay such adjusted amount.

Such maintenance costs shall include, but not limited to, all those costs, charges and expenses incurred by the Lessor for:

- i. installing, operating, inspecting, repairing, servicing and replacing lighting and CCTV systems which are connected with the main systems of the Lessor;
- ii. installing, operating, inspecting, repairing, servicing and replacing the alarm and security systems which are connected with the main systems of the Lessor;
- iii. inspecting, repairing, replacing and servicing the lifts and air-conditioning units which are connected with the main lift and air-conditioning systems of the Lessor;
- iv. inspecting, servicing, replacing and cleaning of the exterior windows and doors of the building;
- v. cleaning and removing surface water, debris, trash, garbage, rubbish, scrap, waste and other refuse from the common areas;
- vi. inspecting, repairing, replacing and servicing the surfaces of the building;
- vii. employment of personnel and consultants in connection with the operation of the common areas including, but not limited to, janitorial and maintenance staff, security, police and supervisory staff together with the cost of uniforms, equipment, health insurance and other benefits;
- viii. taxes imposed on the common areas;
- ix. rental of equipment;
- x. public liability insurance;
- xi. permits and licenses;
- xii. landscaping;
- xiii. painting and decorating;
- xiv. program services;
- xv. loudspeaker systems;
- xvi. extermination of pests;

xvii. the installations of water, electricity and other utility or services that have been installed by the lessor and are connected with, and providing utilities or services to, the leased premises; and

xviii. any other costs, charges or expenses which in the Lessor's judgment are necessary or desirable for the maintenance of the leased premises.

Section 3.04: Paying of rent and maintenance costs

The rent and the maintenance costs shall be paid without demand, deduction, or setoff, every month in advance by means of a bank standing order made by the Lessee in favour of the Lessor's bank account.

Section 3.05: Bank account details

Bank Name: [REDACTED]

Bank Address: [REDACTED]

Account No.: [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

Section 3.06: Deposit

The Government is presently paying on this agreement to the Lessor, who accepts, the amount of [REDACTED] as a deposit guaranteeing the payment of three (3) months rent in advance due by the Lessee to the Lessor in terms of this agreement.

This deposit shall be refunded to the Government on the termination of this agreement.

Such deposit shall be forfeited in its entirety in favour of the Lessor if this agreement is terminated by the Lessee without a valid and justifiable cause, or if the Lessee abandons the leased premises, within three (3) months of the commencement date.

**ARTICLE IV
CONDUCT OF BUSINESS BY LESSEE**

Section 4.01: Sole permitted use of the leased premises and conduct of business

The Lessee shall only use the leased premises for the conduct of its business and any other object connected therewith or ancillary thereto and for no other purpose or use whatsoever; and shall conduct its business in and from the leased premises in all respects in a dignified manner and in accordance with high standards of business operation.

The Lessee shall not make any commitments or grant any rights to users, visitors or other third parties which extend or are liable to extend or be extended beyond the duration of this agreement except with the consent in writing of the Lessor.

Section 4.02: Statutory regulations and licences

The Lessee shall, at its sole risk, cost and expense, faithfully observe and comply with all the requirements prescribed by other governmental authorities and with all legislation in force from time to time regulating the lease of premises.

Furthermore, the Lessee shall, at its sole risk, cost and expense, be responsible to obtain and renew all the necessary licences and permits from those competent authorities which may be required from time to time for the operation of its business in accordance with the sole permitted use of the leased premises; and to faithfully observe and comply with the rules, terms, provisions and conditions of such licences and permits.

The Lessor shall, at its sole risk, cost and expense, be responsible to obtain and renew all the necessary licences and permits from those competent authorities that may be required from time to time for the leased premises to be used as offices; and to faithfully observe and comply with the rules, terms, provisions and conditions of such licences and permits.

Section 4.03: Security

The Lessee shall:

- i. ensure that all its personnel, representatives, agents, partners, contractors, customers, visitors and guests in the leased premises are aware of, and fully comply with, all port security and other port and security related legislation; and
- ii. in order to ensure maximum security and compliance with all port security and other port and security related legislation in force from time to time, all the Lessee's personnel, representatives, agents, partners, contractors, customers, visitors and guests shall abide by any reasonable directive or instruction given by an official of the Lessor and shall fully cooperate in the implementation of any reasonable security measures imposed by the Lessor.

In the event of non-compliance with such legislation, directives or instructions by any of the Lessee's personnel, representatives, agents, partners, contractors, customers, visitors and guests, the Lessor reserves the right to request the immediate withdrawal and replacement of such persons by the Lessee.

The Lessee binds itself to abide immediately by such reasonable request. This request is without prejudice to any other right or remedy that the Lessor may have against the Lessee under any other clause or provision of this agreement or under any law.

The Lessee shall take all necessary steps to ensure the implementation without undue delay of any reasonable security measures as directed by the Lessor within the leased premises.

Section 4.04: Occupational health and safety

The Lessee shall comply with all the applicable occupational health and safety legislation in force from time to time.

The Lessee shall also comply with the applicable policies, procedures and instructions issued by the Lessor from time to time, whether dealing with the general health and safety of the building as a whole or particular for the leased premises.

The Lessee shall use its best efforts to participate in any training, exercises and drills organised from time to time by the Lessor.

The Lessor shall appoint a person and his representative/s to deal on all matters relating to occupational health and safety and notice. Similarly, the Lessee shall appoint a person and his representative/s. Notice of such appointments shall be given to the other parties in writing. Different contact points may be appointed from time to time and notice thereof must be given to the other parties.

Section 4.05: Obstructions and encroachments

The Lessee shall not, by construction or otherwise, block or darken any window or natural light enjoyed by or in the leased premises; or create, attempt to create, allow the creation or attempted creation of any new servitude or easement; or acquire, allow the acquirement or attempted acquirement of any servitude, easement, encroachment on or against the leased premises.

In the eventuality that any such servitude or easement is created or attempted to be created, or any encumbrance or encroachment is acquired or attempted to be acquired on or against the leased premises, the Lessee must give immediate notice thereof to the Lessor and must give immediate access to the Lessor and its representatives for the purpose of ascertaining the nature and extent of any such servitude, easement, encumbrance or encroachment.

The Lessee shall, at its sole risk, cost and expense, at the request of the Lessor, adopt such remedial actions and measures as may be reasonably required or deemed proper for the removal or prevention of any of any such servitude, easement, encumbrance or encroachment.

The obligations of this section shall not prejudice the Lessee's right to operate its business in private.

Section 4.06: Waste or other nuisance

The Lessee shall not commit, or suffer to be committed, any debris, trash, garbage, rubbish, scrap, waste and other refuse upon the leased premises, save in those areas specifically designated and provided for such purposes from time to time by the

Lessor; or any other nuisance, material, act or omission which may disturb the continuous, uninterrupted and unhindered peaceful enjoyment of the building by the Lessor or any other occupant of the building.

The Lessee shall abide with all those reasonable rules, regulations, terms and conditions that the Lessor may prescribe from time to time regarding waste management.

Without limiting the generality of the foregoing, the Lessee agrees:

- i. not to deposit any objects or items in the common areas, or block the common areas whether partially or totally;
- ii. to keep the leased premises and the common areas leading thereto clean and in good order; and not to allow excessive accumulation of, and to remove immediately, any debris, scrap, trash, garbage, rubbish, waste and other refuse, and to keep such refuse in proper containers in the interior of the leased premises until removed;
- iii. not to use or permit the use of any musical instrument or any apparatus for sound reproduction or transmission in such a manner that the sounds so reproduced, transmitted or produced are audible beyond the interior of the leased premises;
- iv. to keep all mechanical apparatus free from vibration and noise which may be transmitted beyond the boundaries of the leased premises;
- v. not to cause or permit any unpleasant odour to originate, emanate or be dispersed from the leased premises;
- vi. not to block, whether totally or partially, any of the entrances or access ramps or roads serving the leased premises or any other parts of the building or any other property belonging to the Lessor, or to park vehicles at any time on such access roads or ramps or blocking such entrances;
- vii. not to install any television or other aerials, antennae or satellite receiving dishes to serve the leased premises or any part thereof; and
- viii. to comply with all rules, terms, provisions and conditions of any insurance policy in force over the leased premises.

ARTICLE V MAINTENANCE TO AND REPAIRS OF THE LEASED PREMISES

Section 5.01: Maintenance and repairs by the Lessee

Maintenance of, and ordinary repairs to, the leased premises shall be at the sole risk, cost and expense of the Lessee.

This includes, but not limited to, the keeping of the interior of the leased premises, including all the interior doors of the leased premises and the doors leading from the common areas to the leased premises, in a good state of order and repair.

Without limiting the generality of the foregoing, the Lessee agrees:

- i. to keep the glass within the leased premises leading to any of the interior areas of the building and all exterior surfaces of the leased premises clean;
- ii. to replace promptly with glass of comparable quality any plate glass or window glass within the leased premises leading to any of the interior areas of the building which may become cracked or broken as a result of the fault or negligence of the Lessee; and
- iii. to keep the leased premises in a clean, orderly and sanitary condition.

Section 5.02: Maintenance and repairs by the Lessor

If the Lessee, by any act or omission, refuses or neglects to discharge its obligations pursuant to section 5.01 to the reasonable satisfaction of Lessor, the Lessor may undertake such maintenance or repairs.

The Lessor shall exercise all due diligence and take all the necessary precautions when performing such maintenance or repairs. The Lessor shall not be liable for any loss or damage that may be caused to the merchandise, installations, fittings, fixtures, furniture, equipment, machinery or other property or business of the Lessee by reason thereof.

If such loss or damage is caused by the fault or negligence of the Lessor, the Lessor shall be liable for any damages or compensation, and the Lessee shall be entitled to receive damages or compensation for such loss or damage caused.

Nonetheless, the Lessor may not unreasonably limit, restrict, obstruct, hinder or interfere with the Lessee's rights over the leased premises granted by this agreement by any act or omission, and shall exercise all due diligence and take all the necessary precautions not to, in any way whatsoever, unreasonably hinder or interfere with the Lessee's business and/or operations from the leased premises.

Upon completion of such maintenance or repairs, the Lessee shall promptly reimburse Lessor for all the costs and expenses reasonably incurred.

Section 5.03: Damage to or loss of the leased premises

If the Lessee becomes aware that the leased premises are in danger of being, or are being, destroyed or damaged, whether totally or partially, the Lessee must inform immediately the Lessor stating the extent of such loss or damage and whether it was brought about directly or indirectly by any of the insured risks.

Section 5.04: Extraordinary repairs

Extraordinary repairs shall be at the sole risk, cost and expense of the Lessor.

However, if such repairs:

- i. are due to the fault, whether by an act or omission, or negligence of the Lessee; or
- ii. are occasioned by the non-execution by the Lessee of the ordinary repairs or maintenance; or
- iii. after the extraordinary repairs are effected it is found that they have arisen due to the fault, whether by act or omission, or negligence of the Lessee,

then the Lessee must immediately fully reimburse the cost and expenses of such repairs.

**ARTICLE VI
ALTERATIONS AND IMPROVEMENTS TO THE LEASED PREMISES AND
EXTERIOR PARTS OF THE OFFICE BLOCK**

Section 6.01: Alterations to the leased premises and exterior parts of the office block

The Lessee shall not, at any time, carry out any development, physical alteration, addition, improvement or any other change of any kind to the leased premises or to the exterior parts of the office block wherein the leased premises are housed without the prior written consent of the Lessor.

The Lessor may require the Lessee to provide plans, specifications or other information as a condition to enable the Lessor to evaluate the Lessee's request.

The Lessee agrees that any permitted development, physical alteration, addition or improvement of a permanent nature shall immediately become the property of the Lessor without compensation and shall remain unaltered on the leased premises after the termination of this agreement.

The Lessor may, however, prior to giving consent for any development, physical alteration, addition, improvement or any other change, require that the leased premises are restored to their original condition at the commencement of this agreement, in which case the Lessee agrees to comply with such requirement at Lessee's sole risk, cost and expense prior to the expiration or other termination of this agreement.

In particular, if any development, physical alteration, addition or improvement, whether of a temporary or permanent nature, is to be made to the leased premises, the necessary applications and permits must be obtained from the competent authorities by the Lessee.

Section 6.02: Signs, awnings and canopies

The Lessor is hereby allowing the Lessee to place all such signage relating to the business of the Lessee, including any signs pertaining to the organisations making use of the leased premises, in those locations agreed with the Lessor.

Without prejudice to the previous paragraph, the Lessee shall not place, affix, erect, maintain, or permit any sign, awning, canopy, advertising matter, decoration, or lettering on any exterior wall, door, or window of the leased premises, the office block or in the common areas without the prior written approval of the Lessor. Such approval may be granted or withheld in Lessor's sole discretion.

In the event that consent is granted, the Lessee agrees to maintain any permitted sign, awning, canopy, advertising matter, decoration, or lettering in good condition at all times at the Lessee's sole risk, cost and expense.

Section 6.03: Alterations by Lessor

The Lessor reserves the right to make any development, physical alteration, addition, improvements or any other change of any kind to the building and the office block, including the right to build additional storeys on the building and the office block; and to construct additional buildings.

Nonetheless, the Lessor may not unreasonably limit, restrict, obstruct, hinder or interfere with the Lessee's rights over the leased premises granted by this agreement by any act or omission, and shall exercise all due diligence and take all the necessary precautions not to, in any way whatsoever, unreasonably hinder or interfere with the Lessee's business and/or operations from the leased premises.

**ARTICLE VII
CONTROL OF THE COMMON AREAS**

Section 7.01: Control of the common areas

The common areas shall at all times be subject to the exclusive control and management of Lessor. The Lessor shall have the right:

- i. to establish, modify and enforce reasonable non-discriminatory rules, regulations, terms and conditions with respect to the common areas or any part thereof;
- ii. to, but under no obligation, construct, install, operate, maintain, police, repair, replace, clean, and service any and all facilities and improvements which are part of the common areas or any part thereof;
- iii. to change, alter or otherwise modify from time to time the area, level, location and arrangement of all or any part of the common areas, provided that such change shall not obstruct the reasonable access to the Lessee, its

representatives, agents, partners, contractors, customers, visitors and guests, to the leased premises;

- iv. to close temporarily the common areas;
- v. to discourage non-customer use of the common areas or any part thereof; and
- vi. to perform such other acts in and to the common areas or any part thereof that the Lessor shall determine from time to time to be advisable with a view to the improvement of, or use thereof, by the Lessee and its representatives, agents, contractors, partners, customers visitors or guests or other occupants of the building.

The Lessor shall operate and maintain the common areas or any part thereof in such manner as the Lessor, in its sole discretion, shall determine to be appropriate.

Without limiting such discretion, the Lessor shall have the full right and authority to employ all personnel and to make and amend any rules, regulations, terms and conditions pertaining to or necessary for the proper operation and maintenance of the common areas.

Nothing contained in this agreement shall be deemed to preclude the Lessor from improving the common areas with additional stores or other facilities.

Nonetheless, the Lessor may not unreasonably limit, restrict, obstruct, hinder or interfere with the Lessee's rights over the leased premises granted by this agreement by any act or omission, and shall exercise all due diligence and take all the necessary precautions not to, in any way whatsoever, unreasonably hinder or interfere with the Lessee's business and/or operations from the leased premises

Notwithstanding anything contained in this agreement, the Lessee and its representatives, agents, contractors, partners, customers, visitors and guests shall have twenty four (24) hours a day, seven (7) days a week, uninterrupted and unrestricted free access to the leased premises.

For such purpose, the Lessor shall provide the Lessee, its representatives, agents, partners, contractors, customers, visitors and guests with all the required access control cards and permissions as may be required in terms of this agreement.

Section 7.02: Use and enjoyment of other common areas

The Lessor may give permission to the Lessee to enjoy, occupy and use other parts of the common areas outside the leased premises. Such permission may be withdrawn by the Lessor at any time without giving prior notice.

The Lessor shall not be liable for any damages or compensation, and the Lessee shall not be entitled to receive any damages, compensation or reduction in the rent payable, if the Lessor reduces the size or area of these other parts of the common areas, or limits their enjoyment or use.

For the purposes of this part, such withdrawal, reduction or limitation shall not be deemed as a constructive or actual eviction from the leased premises, or relieve the Lessee to pay any of the rent or other payments due under this agreement.

Nonetheless, the Lessor may not unreasonably limit, restrict, obstruct, hinder or interfere with the Lessee's rights over the leased premises granted by this agreement by any act or omission, and shall exercise all due diligence and take all the necessary precautions not to, in any way whatsoever, unreasonably hinder or interfere with the Lessee's business and/or operations from the leased premises.

ARTICLE VIII UTILITIES

Section 8.01: Payment of utilities

The Lessee shall, at its sole risk, cost and expense, be responsible for the prompt and immediate payment to the Lessor of all the fees, deposits and charges, including use and/or connection fees, due for water, electricity, telecommunications, sewage and sanitation, solid waste disposal and any other service or utility used in or upon, or provided to, the leased premises.

Without prejudice to the previous provision, water and electricity consumption shall be metered by separate water and electricity meters installed for such purpose by the Lessor. The Lessee shall be responsible for the prompt and immediate payment of the connection fee for such meters.

Section 8.02: Liability of the Lessor

The Lessor shall not be liable for any damages or compensation, and the Lessee shall not be entitled to receive any damages, compensation or reduction in the rent payable, if there is any interruption, reduction, disruption, curtailment or failure in the supply of electricity, water, telecommunications or any other utility or service, or the quantity, quality or nature thereof is changed or is no longer available or suitable to meet the demands of the Lessee.

For the purposes of this part, such interruption, reduction, disruption, curtailment, failure in the supply, or change in the quality, nature or quantity shall not be deemed as a constructive or actual eviction from the leased premises, or relieve the Lessee to pay any of the rent or other payments due under this agreement.

The Lessor shall be liable for damages or compensation, and the Lessee shall be entitled to receive damages, compensation or reduction in the rent payable, if there is any interruption, reduction, disruption, curtailment, failure in the supply, or change in the quality, nature or quantity of electricity, water, telecommunications or any other utility or service and either the quality or nature thereof is changed or is no longer available or suitable to meet the demands of the Lessee, which change or shortfall arises out of the fault or negligence of the Lessor.

The Lessor shall notify the Lessee without undue delay if the Lessor becomes aware of any possible interruption, reduction, disruption, curtailment, failure in the supply, or change in the quality, nature or quantity of any service herein referred to.

ARTICLE IX DATA PROTECTION

Section 9.01: Processing of personal data

If the Lessee has in operation a CCTV system within the leased premises, it shall comply with the obligations imposed by the Data Protection Act, and any subsequent law amending or replacing the said act, and inform the Data Protection Commissioner that the controller of personal data of the Lessee shall forward such personal data to the Lessor should the Lessor require such personal data for processing according to law.

ARTICLE X INSURANCE AND INDEMNITY

Section 10.01: Lessee's Insurance

The Lessee shall keep in full force and effect, during the whole duration of this agreement, at its sole risk, cost and expense, the following insurance policy issued by companies authorised to conduct an insurance business in Malta according to law and approved by the Lessor:

- i. A policy of public liability insurance covering the leased premises. Such policy shall name both the Lessee and the Lessor as the entities insured and shall have a limit of liability of at least [REDACTED] for damage, injury or death to any one person per occurrence; and a limit of liability of at least [REDACTED] for damage to third party property.

THE POLICY SHOULD INCLUDE A CROSS LIABILITY CLAUSE ACCEPTABLE TO THE LESSOR. EACH INSURED MUST BE COVERED AS A SEPARATE ENTITY.

PARAMOUNT CLAUSE. THE LIMIT OF LIABILITY IN THE POLICY SHALL NOT BE INTERPRETED AS A LIMIT TO THE EXTENT OF LIABILITY OF THE LESSEE IN ANY OCCURRENCE FOR WHICH IT MAY BE HELD RESPONSIBLE.

Section 10.02: Additional requirements with respect to the Lessee's insurance

Prior to the commencement of this agreement, and thereafter when reasonably required, the Lessee shall forward to the Lessor the certificates or otherwise satisfactory evidence of all insurance policies required to be procured by Lessor pursuant to section 10.01.

Each certificate shall state that the Lessor shall be entitled to at least thirty (30) days prior written notice of any cancellation, material change or non-renewal of the insurance policy.

Should the Lessee fail to procure any insurance required, the Lessor may, in addition to any other remedies, procure the same on behalf of the Lessee. The Lessee agrees to pay to the Lessor the premium paid by the Lessor for such insurance policy immediately on the Lessor's demand.

Section 10.03: Lessor's insurance

The Lessor shall, at the Lessee's sole risk, cost and expense, obtain and keep in force during the whole duration of this agreement, a policy or policies of insurance covering loss or damage to the leased premises (including all the Lessor's fixtures, fittings and equipment) in the amount of full replacement value.

Such policy shall provide *inter alia* protection against all perils included with the classification of fire, extended coverage, vandalism, special extended perils (all risk), sprinkler leakage, an inflation guard endorsement and any other coverage which the Lessor deems reasonably necessary.

The Lessor shall have the right, from time to time, at Lessee's sole risk, cost and expense, to obtain an appraisal of the leased premises or the office block or the building (including any additions thereto) by an appraiser reasonably acceptable to the Lessor.

If the replacement value of the leased premises or the office block or the building should increase, the Lessor may increase the amount of such insurance coverage in accordance with market conditions. The Lessee agrees to pay such increase in the insurance coverage.

The Lessee shall not, at any time during the duration of this agreement, cause or permit any act or omission to be done, or act negligently, on the leased premises which might invalidate any such policy or result in an increase in the premium thereof.

Section 10.04: Payment of premiums with respect to the Lessor's insurance

The Lessee shall pay all premiums (or its share thereof) for the insurance policies maintained by the Lessor pursuant to section 10.03 above.

If the duration of the agreement does not expire concurrently with the expiration of the period covered by any such policy, the Lessee's liability for payment of the premiums shall be according to the square metres of the leased premises taken in proportion to the whole area within the building that are not deemed common areas.

In addition to the above, should the premium for any such policy which insures the building or the office block increase as a result of any act, omission, negligence or use of Lessee, the Lessee shall be liable to pay the full amount of such increase.

Section 10.05: Waiver of subrogation

The parties hereby waive any and all rights of recovery against each other and against their respective personnel, representatives, agents, contractors, partners, customers, visitors and guests for any loss or damage suffered by either party, its property, or the property of others under its control, where such loss or damage is insured against in any of the insurance policies in force (whether or not described in this agreement) at the time of such loss or damage.

The Lessor and the Lessee shall, upon obtaining the policies of insurance described above, give notice to the insurance carrier or carriers that such mutual waiver of subrogation is contained in this agreement.

The mutual waiver shall terminate if this is required by any applicable insurance carrier as a condition to issuance or continuation of its insurance policy, provided that this is communicated by each party to the other.

Section 10.06: Indemnity

The Lessee shall indemnify the Lessor and hold the Lessor harmless from and against any and all loss, claims, demands, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis), liabilities, judgements, damages or other sanctions arising directly or indirectly from the Lessee's use of the leased premises, from the conduct of the Lessee's business, or from any activity, work, action or performance, permitted or suffered by the Lessee in or about the leased premises.

The Lessee shall further indemnify the Lessor and hold the Lessor harmless from and against any and all loss, claims, demands, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis), liabilities, judgements, damages or other sanctions arising directly or indirectly from any breach, default or negligence in the performance of any obligation on the Lessee's part to be performed under this agreement, or arising from the breach, default or negligence of the Lessee's personnel, representatives, agents, contractors, partners, customers, visitors and guests, and from and against all costs, reasonable legal fees, expenses and liabilities incurred in the defence of any such claim or any action or proceedings brought thereon.

If any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee shall, upon notice from the Lessor, defend the Lessor at the Lessee's sole risk, cost and expense, by advocates to the satisfaction of the Lessor.

Further to the above, the Lessee hereby assumes all the risk of damage to property or injury to persons in or about the leased premises arising from any cause; and hereby waives all claims in respect thereof against the Lessor, except for any claim arising out of the Lessor's gross negligence or wilful misconduct.

This article shall survive the termination of this agreement.

**ARTICLE XI
ASSIGNMENT, SUBLETTING AND RENEWAL**

Section 11.01: Assignment or subletting

Throughout the duration of this agreement, the Lessee shall not:

- i. sell, transfer, lease, assign or otherwise dispose this agreement or parts thereof under any title; or
- ii. sell, transfer, sublease, assign or otherwise dispose all or any part of the leased premises under any title; or
- iii. grant any rights over this agreement or the leased premises under any title

to any third parties without the written consent of the Lessor. Such consent may be withheld at the lessor's sole discretion.

The Lessor may permit the Lessee to allow associated legal entities of the Lessee to use the office facilities within the leased premises with the prior written approval of the Lessor:

All the legal entities allowed to use the leased premises together with the Lessee shall be responsible *in solidum* with the Lessee for all the obligations assumed in this agreement.

Any unauthorised sale, transfer, lease, subletting, assignment or other disposal of any rights granted by this agreement or over the leased premises by the Lessee shall be deemed a material breach of this agreement and subject to the penalties found in section 14.02.

Any attempt by the Lessee to carry out any of the prohibited acts mentioned in this section shall also be deemed to be a material breach of this agreement and subject to the penalties of section 14.02 hereunder.

Section 11.02: New agreement

The right of preference stipulated in articles 1590-1612 of the Civil Code⁵ is hereby excluded and the right of preference of the Lessee to enter into a new agreement on the leased premises upon the termination of this agreement in terms of section 2.02 is exclusively regulated by this agreement.

The right of preference being granted by this agreement to the Lessee is the following:

- i. Not later than six (6) months before the termination of this agreement, the Lessee shall inform the Lessor in writing as to whether it has an interest in executing a new agreement over the leased premises.

⁵ Ordinance VII of 1868.

- ii. Within thirty (30) days of receipt of such notification, the Lessor shall inform the Lessee in writing of the rules, terms, provisions and conditions of the new agreement over the leased premises.
- iii. The parties shall thereafter negotiate for a maximum period of three (3) months from the date of notification by the Lessor to the Lessee of the rules, terms, provisions and conditions of the new agreement over the leased premises in order to reach a consensus.
- iv. In the event that no consensus is reached or no written agreement for the leased premises is duly executed between the parties within the said three (3) month period, the Lessor shall be at liberty to negotiate and conclude a new agreement over the leased premises with any third party.

ARTICLE XII RULES AND REGULATIONS

Section 12.01: Attached or new rules and regulations

Any rules, regulations, terms, provisions and conditions attached to this agreement or adopted by Lessor throughout the duration of the agreement, are deemed to be an integral part of this agreement; and the Lessee agrees to comply with and observe the same at all times during the duration of this agreement.

The Lessee's failure to adhere to or observe such rules, regulations, provisions, terms and conditions shall constitute a material breach of this agreement and subject to the penalties found in section 14.02.

The Lessor reserves the right to reasonably amend or supplement any rules, regulations, terms, provisions and conditions and to adopt and promulgate additional ones. Such may be applicable directly to the leased premises, the office block or the building or be in general.

Nonetheless, the Lessor may not unreasonably limit, restrict, obstruct, hinder or interfere with the Lessee's rights over the leased premises granted by this agreement by any act or omission, and shall exercise all due diligence and take all the necessary precautions not to, in any way whatsoever, unreasonably hinder or interfere with the Lessee's business and/or operations from the leased premises.

Notice of such additional rules, regulations, terms, provisions and conditions and amendments and supplements thereof, if any, shall be forwarded to the Lessee in writing.

**ARTICLE XIII
TERMINATION OF THE AGREEMENT**

Section 13.01: Termination

This Agreement shall be terminated either:

- i. by the expiry of the duration; or
- ii. after a material breach to the agreement has occurred by the Lessee and subject to article XIV.

Section 13.02: Surrender of the leased premises

The Lessee shall, on the termination of this agreement, surrender the leased premises as refurbished, with all merchandise, installations, fittings, fixtures, furniture, equipment, machinery or other property belonging to the Lessor, in good condition, taking into consideration the ordinary wear and tear which is excepted, and deliver the vacant possession thereof to the Lessor, including all building improvements, air conditioning and any alterations, additions, improvements or other changes of a permanent nature as described in this agreement.

Without prejudice to the previous paragraph, all merchandise, installations, fittings, fixtures, furniture, equipment, machinery or other property belonging to the Lessee shall be removed by the Lessee without causing any damage to the leased premises. Any damage caused on such removal shall be at the sole risk, cost and expense of the Lessee.

The leased premises shall be surrendered free from any servitude, encumbrance or encroachment, save those created by the operation of law, and without any obligation by the Authority of any compensation.

In addition, the Lessee shall deliver to the Lessor all keys and their copies of the leased premises as well as all the combinations for the locks, safes, and vaults found within the leased premises.

Section 13.03: Holding over

If the Lessee remains in possession of the leased premises or any part thereof after the termination of this agreement without the express written consent of the Lessor, such occupancy and possession shall be deemed to be a new lease.

Such new lease shall be operative from month to month and subject to:

- i. a rent in the amount of [REDACTED] of the rent payable for the last preceding lease year;
- ii. all other charges payable throughout this agreement; and
- iii. all rules, terms, provisions and conditions laid down in this agreement.

**ARTICLE XIV
DEFAULTS AND REMEDIES**

Section 14.01: Defaults

The occurrence of any one or more of the following events shall constitute a material default and breach of this agreement:

- i. The Lessee's vacating or abandoning of the leased premises without prior notice in writing being given to the Lessor;
- ii. The failure by the Lessee to make any payment regarding:
 - a. the total rent as described in section 3.01; and/or
 - b. the payment of the utilities as described in section 8.01; and/or
 - c. the share of any insurance premiums; and/or
 - d. any other payment required to be made by the Lessee throughout this agreement

promptly when due, when the Lessee remains so in default for seven (7) days after having been notified of such default by the Lessor in writing served either personally or by means of registered mail (even if served on curators);

- iii. The failure by the Lessee to observe, execute or perform any of the other obligations, covenants, rules terms, provisions or conditions of this agreement, if such failure continues for a period of fifteen (15) days after notice thereof by a judicial letter (even if served on curators) has been given by the Lessor to the Lessee;

Provided, however, that if the nature of Lessee's failure is such that more than fifteen (15) days are reasonably required for remedial action to be taken, then the Lessee shall not be deemed to be in default if the Lessee undertakes such remedial action within the said period and thereafter diligently executes such remedial action to completion;

- iv. The making by the Lessee of any general assignment or general arrangement for the benefit of creditors;
- v. A request by the Lessor to the Lessee to vacate the leased premises before the termination of the lease period; and
- vi. The other material breaches laid down in the provisions of this agreement.

Section 14.02: Remedies available to the Lessor

In the event of any default or breach by the Lessee, the Lessor may, at any time thereafter, with or without notice or demand, and without limiting the Lessor in the

exercise of any other right or remedy which the Lessor may have by reason of such default or breach:

- i. Terminate this agreement and the Lessee's right to possession of the leased premises by any lawful means, in which case the Lessee shall immediately surrender the vacant possession of the leased premises to the Lessor according to section 13.02.

Moreover, the Lessor shall be entitled to recover from the Lessee:

- a. all damages and expenses incurred by the Lessor by reason of the Lessee's default or breach, including, but not limited to, the cost of recovering possession of the leased premises;
 - b. all unpaid rent and other sums due; and
 - c. any interest accrued upon the unpaid rent or on the other sums payable by the Lessee under the provisions of this agreement from the date such rent or other sums became due.
- ii. Maintain the Lessee in possession of the leased premises, in which case this agreement shall continue to have effect whether or not the Lessee has abandoned the leased premises.

The Lessor shall also be entitled to enforce all of its rights and remedies under this agreement, including the right to recover all rent and other sums as they become due together with any interest accrued on the unpaid rent or on the other sums payable by the Lessee under the provisions of this agreement from the date they became due.

- iii. Pursue any other remedy available to the Lessor under the laws of Malta.

In the event the Lessee abandons the leased premises, the Lessor shall have the option to:

- i. terminate this agreement and retake the vacant possession of the leased premises and recover from the Lessee the amounts specified in section 14.02(i); or
- ii. proceed under section 14.02(ii) or (iii).

The Lessor shall, at the sole risk, cost and expense of the Lessee, be entitled to remove any of the merchandise, installations, fittings, fixtures, furniture, equipment, machinery or other property belonging to the Lessee from the leased premises upon termination of this agreement.

The Lessor shall exercise all due diligence and take all the necessary precautions in removing the Lessee's property from the leased premises.

If no place is indicated by the Lessee for the temporary storage of such property, the Lessor may deposit this property in any warehouse or other building at the sole risk, cost and expense of the Lessee.

The Lessor shall not be held liable for any damages or compensation, and the Lessee shall not be entitled to receive any damages or compensation, for any loss or damage to any of the Lessee's property during its removal from the leased premises or during its deposit.

Section 14.03: Remedies available to the Lessee

In the event of any default or breach by the Lessor, the Lessee may, at any time thereafter, with or without notice or demand, and without limiting the Lessee in the exercise of any other right or remedy which the Lessee may have by reason of such default or breach:

- i. Terminate this agreement and the Lessee's right to possession of the leased premises, in which case the Lessee shall be given sufficient time in order to find alternative premises prior to surrendering the vacant possession of the leased premises to the Lessor according to section 13.02.

Moreover, the Lessee shall be entitled to recover from the Lessor:

- a. all damages and expenses incurred by the Lessee by reason of the Lessor's default or breach, including, but not limited to, the expenses incurred in finding alternative premises; and
- b. the amount of rent and maintenance costs already paid *pro rata*.
- ii. Maintain the possession of the leased premises, in which case this agreement shall continue to have effect and all the rent and maintenance costs paid to the Lessor.

The Lessee shall also be entitled to enforce all of its rights and remedies under this agreement.

- iii. Pursue any other remedy available to the Lessee under the laws of Malta.

The Lessee shall, at the sole risk, cost and expense of the Lessor, be entitled to remove any of the merchandise, installations, fittings, fixtures, furniture, equipment, machinery or other property belonging to the Lessee from the leased premises upon termination of this agreement.

Section 14.04: Cumulative remedies

No remedy or compensation mentioned throughout this agreement shall be deemed exclusive but shall, wherever possible, be cumulative with all the other remedies and compensation at law or in equity.

Section 14.05: Interest on past due obligations

Interest shall run on any late payments according to law.

Except as otherwise provided in this agreement, interest according to law starts accruing on any amount due by the Lessee to the Lessor from the date that such amount has become due.

Payment of the said interest shall not excuse or cure any breach or default by the Lessee under this agreement.

ARTICLE XV ACCESS TO THE LESSOR

Section 15.01: Right of entry

The Lessor and its representatives shall at all times during the currency of this agreement have the right of access to enter the leased premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Lessor may deem necessary. Provided that a prior written notice to such effect of at least twenty four (24) hours is sent to the Lessee and permission is granted by the Lessee.

Nonetheless, the Lessor may not unreasonably limit, restrict, obstruct, hinder or interfere with the Lessee's rights over the leased premises granted by this agreement by any act or omission, and shall exercise all due diligence and take all the necessary precautions not to, in any way whatsoever, unreasonably hinder or interfere with the Lessee's business and/or operations from the leased premises.

This right of entry to the leased premises shall be exercised in accordance with the provisions of articles 3, 5 and 6 of the SEAT Agreement signed between the Government of Malta and the European Asylum Support Office on the 24th of May, 2011.

ARTICLE XVI NOTICES

Section 16.01: Serving of notices

Any notice to be made in writing required throughout this agreement shall, unless otherwise provided, be served personally, electronically, by facsimile or by means of normal mail.

All notices must be acknowledged by the party to whom they are addressed.

All notices shall be deemed to be served and effective immediately upon delivery or within five (5) days from dispatch to the address, e-mail account or facsimile number provided in this agreement, which is the case.

Each party may, by like notice to the other parties, at any time and from time to time, designate a different address, e-mail account or facsimile number to which notices shall be sent.

However, upon the Lessee's taking possession of the leased premises, the leased premises shall constitute the Lessee's principal address for notice purposes.

Section 16.02: Addresses

i. Lessor

Address: Malta Transport Centre,
Xatt l-Ghassara tal-Gheneb,
Marsa. MRS 1917.

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

Email: [REDACTED]

ii. Lessee

Address: Block A,
Malta Transport Centre,
Xatt l-Ghassara tal-Gheneb,
Marsa. MRS 1917.
Malta.

Telephone Number:

Fax Number:

Email:

iii. Government

Address: Ministry for Justice and Home Affairs,
House of Catalunya,
M'Xetto Road,
Valletta.
Malta

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

Email: [REDACTED]

**ARTICLE XVII
FINAL PROVISIONS**

Section 17.01: Severability

In the event that any of the rules, terms, provisions or conditions of this agreement are determined by any competent court or tribunal to be invalid, unlawful or unenforceable to any extent, such provisions, terms or conditions shall be severed from the remaining rules, terms, provisions or conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 17.02: Headings, numbering, schedules, annexes and documents

The headings, titles and numbering of the rules, terms, provisions and conditions of this agreement and of the schedules, annexes, plans and other documents attached to this agreement are inserted for ease of reference only and are not intended to affect the construction, meaning or interpretation thereof.

The schedules, annexes, plans and other documents attached to this agreement shall form an integral part of this agreement.

Section 17.03: Incorporation of prior agreements

This agreement contains all agreements, pacts, covenants or understandings of the parties with respect to any matter mentioned herein. No prior agreements, pacts, covenants or understandings pertaining to any such matter shall be effective or operative.

Section 17.04: Amendments to this agreement

This agreement may not be varied, altered, modified or otherwise changed unless such variation, alteration, modification or other change is in writing and signed by or in the name and on behalf of all the interested parties at the time of the variation, alteration, modification or change.

The Government shall always be considered as an interested party for the purposes of this Section and its consent in writing shall be required for any variation, alteration, modification or change to this agreement.

Section 17.05: Waivers

No waiver by any of the parties of any rule, term, provision or condition of this agreement shall be deemed to be a waiver of any other rule, term, provision or condition or of any subsequent breach or default by the Lessee of the same or any other rule, term, provision or condition.

The Lessor's consent to, or approval of, any act, omission or negligence shall not be deemed to render unnecessary the obtaining of the Lessor's consent to, or approval of, any subsequent act by the Lessee.

The acceptance of the rent or any other sum payable according to this agreement by the Lessor shall not constitute a waiver of any preceding breach or default by the Lessee of any rule, term, provision or condition of this agreement, other than the failure of the Lessee to pay the rent or other sum so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent or sum.

Failure or neglect by either party to enforce at any time any of the rules, terms, provisions or conditions of this agreement shall not:

- i. be construed to be a waiver of that party's rights;
- ii. in any way affect the validity of the whole or any part of this agreement; or
- iii. prejudice that party's rights to take any subsequent action to which it is entitled.

Section 17.06: Confidential information

All and any information and documentation which either party may have imparted and may from time to time impart to the other party is proprietary and confidential.

All parties hereby agree that they shall use the same solely in accordance with the rules, terms, provisions and conditions of this agreement; and that they shall not at any time during or after the expiry or termination of this agreement disclose the same, whether directly or indirectly, to any third party without the prior written consent of the party owner of such information or documentation.

The rules, terms, provisions and conditions of this agreement shall not prevent the disclosure or use by either party of any information or documentation which is, or through no fault of the other party becomes, public knowledge.

All parties shall treat as strictly confidential all information and documentation relating to the other party, its personnel, representatives, agents, contractors, partners, customers, visitors, guests or business of which they may become aware; and shall not use or disclose the same to any third party without the prior written consent of that party.

Section 17.07: Force majeure

The parties shall not be deemed in breach of this agreement and liable for any damages or compensation if they are prevented from doing, accomplishing or performing any act or their obligations under this agreement resulting in any breach to any of the rules, terms, provisions or conditions of this agreement due to causes beyond their reasonable control, including but not limited to, acts of God; perils of the sea or air; fire, flood, drought or other casualty; explosion; sabotage; accident;

embargo; riot, war or civil commotion including acts of the local government and any parliamentary authority; labour disputes of whatever nature and for whatever cause arising out of, but without prejudice to the generality of the foregoing, work to rule, overtime, bars, strikes and lockouts; shortages of labour, services and material; imposition of government regulations, controls or restrictions; or weather conditions.

The time provided in this agreement for doing, accomplishing or performing such act or obligation shall be extended in order to provide the parties with the same period to do, accomplish or perform such act or obligation after the termination of such causes as the parties would have had in the absence of such causes.

Section 17.08: Arbitration and proper law

Any dispute, controversy or claim arising out of, or in connection with, this agreement shall be resolved by the parties in an amicable manner by negotiation.

In the event that the dispute, controversy or claim is not amicably resolved within thirty (30) days from the date when any party shall have notified the other parties in writing of the dispute, such dispute shall be referred to arbitration in Malta in accordance with the provisions of the Arbitration Act.⁶

The arbitration tribunal shall be composed of a single arbitrator appointed by the parties to the dispute.

In the absence of any agreement by the parties to appoint an arbitrator, the arbitrator shall be appointed by the Chairman of the Malta Arbitration Centre upon application to such effect by any one of the parties to the dispute.

For the avoidance of doubt it is being agreed that any dispute, controversy or claim arising out of, or in connection with, this agreement shall in any case be notified to the Government as soon as possible but not later than fifteen (15) days from when such dispute arises.

This agreement shall be governed by, and construed in all respects in accordance with, the Laws of Malta.


Done, read and executed at the Lessor's office, today the 19th of June of 2011.

Signed in triplicate.

⁶ Act II of 1996.



LESSOR



GOVERNMENT



LESSEE


(By agreement)

